



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**



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"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: _____



Cobb County...Expect the Best!

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 addenda thereto received from a source other than the Cobb County Purchasing Department.



Cobb County...Expect the Best!

**COMPETITIVE SOLICITATION
BY COBB COUNTY, GA
FOR
HUMAN RESOURCE INFORMATION SYSTEMS
AND RELATED PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES
AND MADE AVAILABLE THROUGH OMNIA PARTNERS

RFP
SEALED PROPOSAL #24-6833**

OVERVIEW

MASTER AGREEMENT

Cobb County, GA (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement (the form for which is attached and incorporated herein) for a complete line of Human Resource Information Systems and Related Products and Services (herein “Products and Services”). Each Supplier awarded an item under this solicitation may offer their complete product and service offering/balance of line for Products and Services. Pricing for complete product and service offering will be determined by a percentage discount off the Supplier’s retail price list. The pricing percentage discount offered must be entered in a Complete Product and Service Offering section in the Supplier’s response to the Pricing section of the Proposal Evaluation Criteria Requirements. Although the below may reflect the needs and requirements of Cobb County, GA, OMNIA Partners Participating Public Agencies may have different requirements.

OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Qualified suppliers are expected to propose the broadest possible selection of HUMAN RESOURCE INFORMATION SYSTEMS AND RELATED PRODUCTS AND SERVICES they offer. Enterprise Resource Planning (ERP) Systems which have a Human Capital Management (HCM) or Human Resource Information System (HRIS) component will not be considered for this Request for Proposals (RFP). The intent of this proposal is to contract for a standalone Human Resource Information System or Human Capital Management System solution and to provide Participating Public Agencies with a full range of solutions to meet their needs. Therefore, the proposer shall have demonstrated experience in providing the products and services as defined in this RFP, including but not limited to, a Human Resource Information System that is able to perform most of the following functions:

- **Employee Information Management:** Maintain a database of employee information, including personal details, contact information, job history, qualifications, performance evaluation, and training records.
- **Recruitment and Applicant Tracking:** Manage the recruitment process, including job postings, applicant tracking, resume parsing, candidate evaluation, and communication with candidates.
- **Onboarding and Offboarding:** Facilitate the onboarding process for new hires, including document management, orientation schedules, training assignments, and integration into the

organization. Also, manage the offboarding task such as exit interviews, clearance procedures and exit documentation.

- **Attendance and Leave Management:** Track employee attendance, work hours, overtime, leaves (vacation, sick leave, etc.) and manage leave requests, approvals and balances.
- **Payroll and Benefits Administration:** Calculate and process employee salaries, bonuses, deductions, taxes, and benefits. Generate payroll reports, pay slips, and manage benefits enrollment and administration.
- **Performance Management:** Set goals, conduct performance appraisals, provide feedback, track progress, identify training needs, and manage performance improvement plans.
- **Training and Development:** Plan, schedule, and track employee training programs, certifications, workshops, and other development activities. Maintain training records and evaluate training effectiveness.
- **Compliance and Legal Requirements:** Ensure compliance with labor laws, regulations, and agency policies. Manage employee contracts, agreements, disciplinary actions, and legal documentations.
- **Employee Self-Service:** Provide employees with self-service portals to update personal information, view pay stubs, apply for leaves, access training materials, and communicate with HR.
- **Analytics and Reporting:** Generate HR analytics, reports, dashboards, and insights to monitor key metrics, trends, and performance indicators. Use data for decision-making, planning, and strategic HR initiatives.
- **Integration and Security:** Integrate with other systems such as Accounting, ERP, Time and Attendance, and ensure data security, privacy and compliance with data protection regulations.
- **Mobile Accessibility:** Provide mobile-friendly access to HRIS functionalities for remote and on-the-go employees, managers, and HR professionals.

New equipment, products and services may be added throughout the contract term by submitting additions for consideration by the County. If approved, all additions shall be treated as if contained herein.

NATIONAL CONTRACT

Cobb County, GA, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”) to make the resultant contract (also known as the “**Master Agreement**” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including 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**”), through OMNIA Partners’ cooperative purchasing program. Cobb County, GA, is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “**Participating Public Agency**”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners’ public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

Cobb County, GA, anticipates spending approximately \$1,500,000.00 over the full potential Master Agreement term for Human Resource Information Software and Related Products and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Human Resource Information Systems and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$200 million. This projection is based on the current annual volumes among Cobb County, GA, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

MULTIPLE AWARDS

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Cobb County, GA reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County and Participating Public Agencies as a result of this solicitation.

EVALUATION OF PROPOSALS

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

ADDITIONAL AGREEMENTS

End User License Agreement(s) or EULA(s), Term of Service "TOS", or Service Agreements are standard contract documents or terms or conditions governing a Participating Agency's access to, use of, or deployment of certain software or services awarded vendor supplies hereunder, directly, or indirectly, and that a Participating Agency may be required to execute or agree to in connection with its use of the same. Participating Agencies may negotiate EULAs or TOSs with the applicable awarded vendor or OEM software provider/publisher and/or service provider even if this solicitation is awarded to a distributor.

SURVIVAL CLAUSE

All applicable End User License Agreement(s) or EULA(s), Terms of Services "TOS", or Service Agreements that are entered into between Cobb County, GA and Supplier(s), or Participating Agency and Supplier(s), under the terms and conditions of the contract, shall survive expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of one year.

**REQUEST FOR PROPOSAL
TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS,
AND RELATED PRODUCTS AND SERVICES
SEALED BID #24-6833**

1. INTRODUCTION

Cobb County Government is seeking sealed proposals from qualified suppliers for HUMAN RESOURCE INFORMATION SYSTEMS AND RELATED PRODUCTS AND SERVICES on behalf of itself, and all states, local governments, school districts, and higher education institutes in the United States of America, and other governmental agencies and nonprofit organizations. The terms bid and proposals may be used interchangeably but responsive proposals will be evaluated using a Best Value method. Suppliers that are nationally recognized and qualified are expected to propose a broad selection of Human Resource Information Systems and Related Products and Services that they offer commercially. Suppliers submitting proposals shall demonstrate that they possess the necessary qualifications.

2. OBJECTIVES

- a. Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies.
- b. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies.
- c. Achieve cost savings for the Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.
- d. Combine the volumes of Participating Public Agencies to achieve cost effective pricing.
- e. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.

3. CONTRACT TERM

- a. The contract shall be for a period of forty-eight months and shall commence on the date of award.
- b. The contract may be renewed, at the discretion of Cobb County Government and upon written agreement by the vendor, for three (3) additional periods of twelve months each. However, the duration of the contract shall not exceed seven (7) years including the exercise of any options. The anticipated full term of the contract is seven (7) years. The Supplier shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven (7) years.
- c. Proposals in response to this RFP shall be valid for a period of one-hundred and eighty (180) days after the proposal due date and time.

Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. § 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the vendor within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

4. PRICING

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s). Discounts proposed shall remain throughout the term of the contract and at all renewal options.

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Procurement Services Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competition pricing lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if applicable, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. If products and services are provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to, the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

5. PROPOSAL CONTENTS

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and the unnecessary marketing statements and materials be avoided. The proposal shall consist of the sections outlined and organized in the manner set forth below, separated, and appropriately titled. Responses for each proposal section and requirement listed below must be clearly stated. Any additional relevant information may be placed in appendices.

5.1 Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

5.2 Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

5.3 Company Background/Profile

Provide information on company background to include the following:

- a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.
- b. Date business was established under current name.
- c. Size of company including the total number of employees.
- d. Type of ownership or legal structure of business
- e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- 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?
- g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.
- h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

5.4 Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information:

- a. Scope of services/contract description.
- b. Dollar value of contract.
- c. Assigned project personnel.
- d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

5.5 Product Information/Service Capability

Provide detailed information on service capabilities of your offering. This information shall detail how the Supplier's solution meets the requirements of this RFP.

- a. Detail how supplier is currently in compliance with all relevant regulations for the HR software market. Provide documentation of appropriate certifications and licenses, if applicable.
- b. Demonstrate how Software is implemented, what training curriculum's entail, and what the implementation process entails.
- c. Provide a list of any third-party suppliers that might be utilized during implementation and any third-party terms and conditions that would apply.
- d. Provide detailed information on training capabilities for your offering.
- e. Provide a list of the top software and programs Supplier's offering can integrate with.
- f. Provide any multi-factor authentication features, if applicable.
- g. Provide a list of Distributors, if applicable.
- h. Detail the process for software migration and the parties that will be involved.
- i. Detail the process for software upgrades and the parties that will be involved.
- j. Detail what technical support is provided for the life of the product and how service issues will be handled.

5.6 Pricing

Suppliers shall provide a detailed breakdown of the price per user/license for the proposed system(s).

- a. Provide details of and propose additional discounts for large number of users, minimum user, rebates or additional discounts (if offered).
- b. Provide costs for migration.

- c. Provide costs to upgrade software.
- d. Provide any training costs.
- e. Provide any implementation costs.
- f. Provide payment methods and terms.
- g. Provide any technical support fees.
- h. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience fee, if allowable, per the Visa Operating Regulations.

5.7 Value Add

Provide any value-added services or offerings.

5.8 Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

- a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.
- b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.
- c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

5.9 National Contract

- a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.
- b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

6. EVALUATION CRITERIA

Proposals will be evaluated based on information presented in the proposal package and on an analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the qualifications of any Proposer.

Proposal will be evaluated based on the following criteria:

- a. Relevant Experience/Performance including References. Experiences with Cobb County and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.
- b. Product Options/Variety/Availability and Service Capability
- c. Financial Stability
 - Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will be considered for award.
- d. Price
- e. Response to the National Program (including detailed response to Attachment A, Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector)

To comprehensively evaluate the proposals received, the County may seek additional information or clarification from one or more of the Suppliers. Exclusive or concurrent negotiations may be conducted with responsible Supplier(s) for the purpose of altering or otherwise changing the conditions, terms, and price of the proposed contract unless prohibited.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/procurement-services), and on the Georgia Procurement Registry, and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc., shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on July 17, 2024**, in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, GA 30060
Fax: 770-528-8428
Email: procurementservices@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Procurement Services web site: www.cobbcounty.org/procurement-services Receipt of addenda shall 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.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Procurement Services Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales and use tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified with the appropriate affidavit as required by the Georgia Open Records Act. Marking an entire proposal as proprietary will be neither accepted nor honored.

Each Proposer is required to keep the contents of their proposal confidential once it is submitted until the award to the successful Proposer is made. Releasing any information regarding the proposal to third parties or the media prior to the conclusion of the selection process will be immediate grounds for the County to reject the proposal as non-responsive.

V. Withdraw Proposal Due to Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if proposer elects to withdraw its proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances, or intellectual property furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Bid, Payment & Performance Bonds – Not Required

IX. Insurance

- A. Requirement: Vendor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Vendor, its agents, representatives, employees, or subcontractors.
- B. Minimum Limits of Insurance: During the term of this Agreement, Contractor shall maintain insurance policies with coverage and limits no less than:
 - 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
 - 2. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - 3. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
 - 4. Professional Liability, Technology Errors and Omissions, and Cyber Insurance Coverage: \$2,000,000 per claim and \$4,000,000 in the aggregate is required, in the event that Vendor is performing design, engineering, or other professional services.
 - 5. Professional Liability (Errors and Omissions) and Coverage: \$2,000,000 per claim and \$4,000,000 in the aggregate. Vendor shall maintain Technology Errors and Omissions Insurance, which must include coverage Multimedia Liability, Privacy Liability, Network Security Liability, Breach Costs Coverage (including Notification, Credit Monitoring, Forensics, Public Relations), and Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach.
 - a) Technology Errors and Omissions insurance must cover liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render (1) all services promised, including but not limited to computer or information technology services, (2) products that perform the intended function or serve the intended purpose, and (3) violation of software copyright.
 - b) Services insured, at a minimum, must include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks, and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (11) any other services provided by the vendor.

- c) Vendor shall maintain Privacy, Security, and Technology Insurance.
 - i. Vendor's policy must include coverage for (1) loss, disclosure, and theft of data in any form; (2) media and content rights infringement and liability (excluding patents and trade secrets), including but not limited to, software copyright infringement; and (3) network security failure, including but not limited to, denial of service attacks and transmission of malicious code.
 - ii. The insurance coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year.
 - iii. The insurance coverage must also contain severability for the insured organization for any intentional act exclusions.
 - iv. If the coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.
 - v. Additionally, such policy must cover consequential or vicarious liabilities (e.g., claims brought against the Vendor or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Vendor and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures).
 - d) Commercial Umbrella Liability Coverage: \$2,000,000 in liability coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability, Commercial Automobile, and Professional Liability policies of insurance.
- C. Deductibles and Self-Insured Retention: Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of Vendor. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.
- D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
- 1. General Liability and Umbrella/Excess Insurance
 - a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") shall be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor, premises owned, leased, or used by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Vendor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - b) Primary Insurance Requirement. Vendor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Vendor's insurance and shall not contribute with it.

- c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - d) Separate Coverage. Coverage shall state that the Vendor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
- E. Workers' Compensation and Employers Liability Coverage: Vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Vendor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses arising from the work performed by Vendor for County.
- F. Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses arising from work performed by Vendor for County.
- G. All Coverages:
 - 1. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.
 - 2. Acceptability. The insurance to be maintained by Vendor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater or be otherwise acceptable to Cobb County.
 - 3. Failure of Insurers. Vendor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.
- H. Verification of Coverage: Vendor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Agreement. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. Vendor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage. Vendor's failure to comply with this provision shall be considered a material breach of the Agreement.
- I. Subcontractors: Vendor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.
- J. Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Vendor from any liability under the agreement will not be construed to conflict with or limit Vendor's indemnification obligation obligations under the agreement.

Duration: All insurance required by this Section must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all Work has been completed to the satisfaction of County.

X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents and only after approval of the County Board of Commissioners. Award will be made in writing to the successful proposer. The County may make such investigations or obtain such clarifications as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals for any reason and to waive technicalities, informalities and minor irregularities in the proposals received in the County's sole discretion and best interest. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

XI. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XII. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XIII. Contract

Upon submitting a proposal in response to an RFP containing Cobb County's Required Terms and Conditions, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that the successful proposer(s) shall enter into a contract that is substantially the same as Cobb County's Required Terms and Conditions unless modified by agreement of the parties. If any exceptions are taken to any part of Cobb County's Required Terms and Conditions, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to Cobb County's Required Terms and Conditions in its entirety. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the County reserves the right to make changes to Cobb County's Required Terms and Conditions. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

Each proposal is received with the understanding that selection as the successful proposer by the County does not constitute a written contract between the successful proposer and the County, but shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal upon execution of a written contract with the County authorized by the County Board of Commissioners and signed by the Chairwoman. Once a contract is executed by the proper authorities for each party, the County, on its part, may order from

such contractor, and except for cause beyond reasonable control, pay for, at the agreed prices, all articles specified and delivered.

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Procurement Services Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Procurement Services Director, shall constitute authority for the Procurement Services Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Procurement Services Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Services Director.

XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor.
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that responding firm and its sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that responding firm and its sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or its sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XVII. Default

The contract may be terminated by the Procurement Services Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Procurement Services Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Procurement Services Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Procurement Services Director shall be final and binding.

XIX. 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.

XX. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Procurement Services Department at the time, place, and date specified. One (1) original, one (1) copy and five (5) flash drives of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans with Disabilities Act.

XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXIII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Procurement Services

122 Waddell Street NE

Marietta, GA 30060

Fax: (770) 528-8428

Email: Procurement.Services@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIV. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of 180 days from the date of bid opening.

XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This

indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII and Section XXVIII.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII and Section XXVIII shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

XXIX. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

XXX. Local Vendor Presence (LVP) Program – Not Applicable

XXXI. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by any Selection Committee will be based on the criteria listed on Page 8.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXXII. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. § 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXIII. Termination for Convenience

The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision.

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXXIV. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXV. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXVI. 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.

XXXVII. Small and Minority Business Participation

Cobb County Government encourages the participation of all businesses in offering their products and services with the goal of fairly and competitively procuring those products and services at the most reasonable cost. To that end, the County seeks to foster minority and women-owned business, and small business, opportunities in the award and implementation of contracts. The County seeks to build a diverse, inclusive, and prosperous group of suppliers who can effectively compete in business while obtaining quality goods and services in a competitive, efficient and non-discriminatory manner.

XXXVIII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

**XXXIX. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 09-20-2013 - Supersedes All Previous Versions)**

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.

2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

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 To Be Non-Responsive And Will Be Disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:

(a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;

(b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;

(c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;

(d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;

(e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State

officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

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.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Notary Public Commission Expires: _____

Effective 09-20-2013

**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:

- (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 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;
- (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.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Notary Public Commission Expires: _____

Effective 09-20-2013

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:

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Notary Public
Commission Expires: _____

Effective 09-20-2013

ATTACHMENT A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Cobb County, GA (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for Human Resource Information Systems and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including 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**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master

Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise
☐ Yes ☐ No
 If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☐ No
 If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
☐ Yes ☐ No
 If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐ Yes ☐ No
 If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
☐ Yes ☐ No
 If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier:
- a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
- v. Detail Supplier’s strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 11-22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**OMNIA PARTNERS, PUBLIC
SECTOR, INC.**

Signature
Name
Title
Date

Signature
Sarah Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
OMNIA PARTNERS, PUBLIC SECTOR, INC.

Authorized Signature

Signature
Sarah E. Vavra

Name

Name
Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [**PPA Name**] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Contract Sales Report submitted electronically in Microsoft Excel:

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCO's).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In

addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public

Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify

and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements

enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant,

contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:

 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of

the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households –

Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or

cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which

this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSUREN.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/ Affirmative Action

Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at <http://www.usa.gov/state-governments> and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR

CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT

COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT

INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT

ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT

TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI

KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT

COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR

CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR

CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR

EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR

GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR

ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR

KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT - DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR

LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR

MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D. OR
NORTH UNIT IRRIGATION DISTRICT, OR

NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR

POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR

RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR

SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR

SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT, OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR

UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT, OR
 WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
 WY'EST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
 ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7

GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT

SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT

LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT

UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Master Agreement

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

Contractor: <Legal Name of Contractor>
<Contractor Address>
<Contractor Address>

Description: This Master Agreement for <Name of Procurement> incorporates by reference the following:

Exhibit "A" Owner's Request for Proposal #<Proposal Number>;

Exhibit "B" Contractor's Bid/Proposal submitted on _____;

<Exhibit "B-1" Modifications to Exhibit "B"> (if applicable)

Exhibit "C" Cobb County Required Terms (required for any products or services used by Cobb County)

The following provisions of Exhibit "A" Owner's Request for Proposal #<Proposal Number>, as modified by Exhibit "B" Contractor's Bid/Proposal and <Exhibit "B-1" Modifications to Exhibit "B">, shall be incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein: <Section 3.0, Section 3.1, and Section 7.0 of the Solicitation; Sections IX, XIV, XVI, XVII, XXVIII, XXIX, XXXII, XXXIII, and XXXIX of Cobb County General Instructions for Proposers, Terms and Conditions.>

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 Master Intergovernmental Cooperative Purchasing Agreement found at Exhibit D of Exhibit "A" Owner's Request for Proposal #<Proposal Number>.

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on _____ (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. This Agreement shall terminate absolutely on [REDACTED], unless earlier terminated as provided herein. 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. Unless Owner provides at least 30 days' written notice of an intention not to renew, the Agreement shall automatically be renewed for consecutive one-year terms until the conclusion of the Initial Term or any Renewal Term in effect. 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.

Price: Prices for services and equipment, if applicable, shall be as stated in Exhibit "B" Contractor's Bid/Proposal.

Billing: For purchases made by Owner pursuant to this Agreement, 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 Exhibit "B" Contractor's Bid/Proposal. For purchases made by Participating Public Agencies, the Contractor shall comply with each Participating Public Agencies' 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.

OWNER	CONTRACTOR
Cobb County Board of Commissioners	<Legal Name of Contractor>
100 Cherokee Street	<Contractor Address>
Marietta, Georgia 30090	<Contractor Address>
Lisa N. Cupid, Chairwoman	<Authorized Signatory, Title>
Cobb County Board of Commissioners	<Legal Name of Contractor>
Date	Date
Approved as to form:	Attest:
County Attorney's Office	Corporate Secretary
	Corporate Seal
Date	
	Federal Tax ID Number

Exhibit “A”

Owner’s Request for Proposal #Proposal Number

Exhibit “B”
Contractor’s Bid/Proposal

Exhibit “B-1”
Modifications to Exhibit “B”
(if applicable)

Exhibit “B” Contractor’s Bid/Proposal contained certain exceptions to the requirements of Exhibit “A” Owner’s Request for Proposal #**Proposal Number**. 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:

Exhibit "C"

COBB COUNTY

REQUIRED TERMS AND CONDITIONS

These Required Terms and Conditions are hereby agreed to, made and entered into by and between Cobb County, a political subdivision of the State of Georgia, (hereinafter "Cobb County" or "County"), and Vendor Name, a [state] [Choose an item.], located at Vendor address (hereinafter "Vendor" or "Contractor" or "Company"). These Required Terms and Conditions shall be made an exhibit to the Master Agreement between Cobb County and Vendor Name ("Contract" or "Agreement") and shall have the same force and effect as the terms and provisions in the Contract. County and Vendor may be referred to individually as "Party," or collectively, as "Parties." The Effective Date of this Contract shall be the date that the last party hereto executes the same (the "Effective Date").

[It is understood by the Parties that Vendor has engaged the following subcontractor(s) to perform Work under this agreement for County:

It is understood by the Parties that no subcontractors are engaged to perform Work under this agreement.]

I. Agreement

A. Entire Agreement. This Agreement, together with all addenda, attachments, and exhibits listed below and incorporated herein by reference, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations, or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

1. Required Terms and Conditions dated mm/dd/yyyy
2. Master Agreement between County and Vendor dated mm/dd/yyyy
3. Exhibit "1" Invitation to Bid or Request for Proposal (ITB/RFP) #
4. Exhibit "2" Vendor's Bid or Proposal dated mm/dd/yyyy
5. Exhibit "3" Vendor's Price Quote #xxxx dated mm/dd/yyyy
6. Exhibit "4" Vendor's Statement of Work (SOW)# dated mm/dd/yyyy
7. Exhibit "4-A" Project Schedule
8. Exhibit "5" Vendor's End User License Agreement (EULA), License, Software dated mm/dd/yyyy
9. Exhibit "6" Vendor's Maintenance or Support Agreement dated mm/dd/yyyy
10. Exhibit "7" Vendor's Service Level Agreement (SLA)
11. Exhibit "8" Third Party Terms and Conditions
12. Exhibit "9" Information Security

13. **Exhibit “10-A” Change Control Definitions and Process**
 14. **Exhibit “10-B” Change Order Form**
 15. **Exhibit “11-A” Contractor Affidavit and Agreement**
 16. **Exhibit “11-B” Subcontractor Affidavit and Agreement**
 17. **Exhibit “11-C” Immigration Compliance Certification**
 18. **Exhibit “12” Conflict of Interest Affidavit**
- B. These Required Terms and Conditions shall apply to and supersede any additional terms and conditions contained in any purchase order, task order, invoice, delivery receipt, or other document issued by Vendor in conjunction with the services or products provided pursuant to this Agreement.
- C. Order of Precedence. In the case of any inconsistency, conflict, ambiguity among the contract documents, the documents shall govern in the following order: (1) Required Terms and Conditions; (2) **Exhibit “3” Vendor’s Price Quote**; and (3) any other applicable documents.
- D. Invalid Terms.
1. Notwithstanding anything else in this Agreement, including any exhibits, attachments or links provided therein, no term shall be valid that:
 - a) Requires the County to:
 - i. Defend, indemnify, or hold harmless another person or entity; or
 - ii. Be bound by terms and conditions that are unknown at the time of signing such contract or that may be unilaterally changed by the other party; or
 - iii. Waive damages; or
 - iv. Release Vendor or third parties from liability; or
 - v. Assume all risk.
 - vi. Pay late payment fees, penalties, interest, attorneys’ fees, liquidated damages, or any other fee that would constitute an illegal gratuity under Georgia law; or
 - b) Provides for:
 - i. A venue for any action or dispute other than a court of competent jurisdiction in Cobb County, Georgia; or
 - ii. The contract to be construed in accordance with the laws of a state other than the State of Georgia; or
 - iii. Binding arbitration or binding mediation; or
 - iv. Renewal beyond the Term; or
 - v. An automatic renewal such that County funds are or would be obligated in subsequent fiscal years; or
 - c) Is inconsistent with the provisions of O.C.G.A. § 50-18-70 et seq., relating to open records.

2. If Agreement, including any exhibits, attachments or links provided therein, contains a term prohibited under this section, such term shall be void, and the Agreement shall be otherwise enforceable as if it did not contain such term.
3. Neither the County nor any agency or department thereof shall be bound by any other new terms and conditions included in any exhibits, orders, invoices, attachments, links, or other document, physical or electronic, which attempt to impose any condition in variance of or in addition to the terms and conditions contain in this Agreement.

II. Scope of Work

Subject to the terms and conditions herein, the term “Services” or “Project” or “Work” means all of the work, product, services, goods, software, licenses, material, equipment, and labor to be provided and performed and completed by Vendor under and as reflected in the Contract, including any and all addendums, exhibits, attachments, appendices, and schedules thereto, and all work reasonably inferable from the specific descriptions. These Required Terms and Conditions shall be an addendum and/or exhibit to the Contract and shall have the same force and effect as the terms and provisions in the Contract.

III. Compensation/Consideration

- A. The total amount payable by Cobb County shall not exceed the maximum amount of \$_____ (“Price”).

[Or for multi-year:]

Year 1	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx
Year 2	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx
Year 3	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx
Year 4	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx
Year 5	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx

- B. As a political subdivision of the State of Georgia, County is exempt from paying most types of taxes and will only pay those taxes it is required to pay under the laws of the State of Georgia or federal law.
- C. County shall timely process payment to Vendor. Vendor shall not charge interest or assess payment penalties against County.
- D. In the event of a dispute about payment/invoicing, County shall deliver a written statement to Vendor no later than [redacted] days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under the Agreement notwithstanding any such dispute.

IV. Term of Agreement

- A. Term. The Initial Term of this Agreement shall begin on the Effective Date and continue for **twelve (12)** months (“Initial Term”). This Agreement may be renewed as herein provided for

up to a total of () months ("Full Term").

- B. Renewal. This Agreement shall automatically renew annually after Initial Term for twelve (12) months on the Effective Date for each subsequent year for a maximum of () renewal years unless County provides at least thirty (30) days written notice of an intention not to renew before the expiration of the then-current annual period. This Agreement shall terminate absolutely after () months. The Parties reserve the right to renew, extend, or amend this Agreement.
- C. Termination. This Agreement may be terminated in the methods listed below. If this contract is terminated, County shall be liable only for goods or services delivered or accepted.
1. For Convenience. County may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to Vendor. The effective date of termination shall be set forth in the notice. As the sole remedy for County's termination for convenience, Vendor shall be paid for any validated services performed under this Agreement up to the time of termination. Vendor shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.
 2. For Cause. Either Party may terminate this Agreement for cause should the other Party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement upon thirty (30) days written notice to the defaulting party to cure the default.
 - a) Cause for termination by the County shall include, but not be limited to, Vendor's breach of a material provision of the Agreement, failure to complete a deliverable or milestone in a timely manner, and/or failure to dedicate adequate and qualified staff to complete the Work. Failure of Vendor to cure such breach or failure within thirty (30) days shall entitle County to a refund of all compensation paid to Vendor.
 - b) Should the Vendor terminate this Agreement for default in performance that is not cured in a timely manner, the County shall be liable for no more than the amount of goods or services delivered or accepted by County up to the date of termination.
 3. By Statute. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it may be renewed, unless otherwise expired, earlier terminated, or renewed all as provided in this Agreement. Notwithstanding this provision, as permitted by statute, this Agreement may automatically be renewed and extended for consecutive up to one-year periods beyond the Initial Expiration Date until the expiration of the Full Term, unless County notifies Vendor in writing of its intent not to extend this Agreement at least thirty (30) days prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the Initial Expiration Date, at least thirty (30) days prior to the expiration of the then-current annual period.
 4. Non-appropriation. In compliance with the terms of O.C.G.A. § 36-60-13, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County. This Agreement does not create a debt of County for the payment of any sum beyond the

calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

- D. Survival. Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this agreement shall so survive. Furthermore, the provisions pertaining to Confidentiality, Open Records, Record Retention, Indemnification, Preservation of Immunities, No Personal Liabilities, Governing Law, Venue, and Invalid Terms shall survive termination or expiration of this Agreement.

V. System Access, Licenses, and Warranties

- A. This Contract is a Subscription-Based Information Technology Arrangement (SBITA). It is a contract that conveys control of the right to access and use IT software for authorized purposes alone or in combination with tangible capital assets (underlying IT assets) for a period of time in an exchange or exchange-like transaction.
- B. License Grant. Vendor hereby grants to Cobb County a worldwide nonexclusive, nontransferable revocable license to access, use and publicly display the online portion of the Project, as defined in Section 1.1.3.1 below, and a nonexclusive, nontransferable revocable license to distribute to the users the Project (the "License") during the term of this Agreement.
- Vendor also grants to Cobb County a nonexclusive right to advertise, market and promote the Project to its clients and the Users during the term of this Agreement. The License expressly excludes all other rights, including, without limitation, the right to modify or create derivative works of the Project or the right to grant any other sublicensing rights to third parties. The License is revocable under the circumstances and on the terms set forth in this Agreement.
- C. Vendor agrees to provide a list and description of all software and licenses required or necessary for the use of such software, to include any continued use or maintenance contemplated by the Contract.
- D. Warranties
1. General. Vendor hereby expressly warrants that the Work to be performed hereunder shall be performed in a workmanlike manner, that all Work assigned shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Work is provided and as required under the terms of the Contract. Vendor warrants to County that all Services or Goods furnished in connection with Services shall: (a) be new and free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; and (d) be free and clear of all liens, security interests or other encumbrances.
 2. Performance. For the greater of 12 months or the period during which County purchases support services, the software shall materially conform to the requirements of this Agreement, including any statements of work, and, to the extent not inconsistent with the foregoing, the documentation. Further the software shall remain free from material programming errors and defects in workmanship and materials. If material programming

errors are discovered, Vendor shall promptly remedy such errors at no additional expense to County.

3. Infringement. To the best of Vendor's knowledge, as of the Effective Date, Customer's licensed use of the software will not infringe upon or misappropriate the intellectual property rights of any third party.
4. Service. The services shall be performed in (a) material accordance with this Agreement, (b) a timely and workmanlike manner, and (c) accordance with industry best practices for services of this kind.
5. Legal Compliance. Vendor shall comply and ensure that its software and services comply with all applicable laws and regulations. Vendor shall, at no additional charge, promptly furnish all updates to the software necessary for compliance with any change in laws or regulation during the term of this Agreement.
6. Privacy. Vendor represents and warrants that, at all times during and after the term of this Agreement, it will comply, at its sole expense, with all applicable local, state, federal, and international privacy, confidentiality, consumer protection, advertising, electronic mail, data security, data destruction, and other similar laws, rules and regulations, whether in effect now or in the future, including, but not limited to the Goldenhar Gramm-Leach Bliley Act and its implementing regulations (all of the foregoing to be collectively referred to as the "Privacy and Security Requirements"). Vendor acknowledges that it alone is responsible for identifying, understanding, and complying with its obligations under the privacy and Security Requirements as they apply to its performance of this Agreement and possession of personal information.
7. Anti-Virus. Vendor has taken every commercially reasonable precaution to ensure and to the best of Vendor's knowledge, the software does not contain any virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any of County's data, equipment, devices, networks, or software. Further, Vendor warrants: (a) that its software and/or systems are not dependent on obsolete software, including anything with a known vulnerability; (b) that all critical updates to the software and/or systems have or shall be applied as identified or as needed; and (c) that Vendor's software and/or system have the means to receive such critical updates.
8. Offshoring of Data. All services shall be performed and rendered within the continental United States. Vendor shall not transmit or make available any customer Confidential Information, including personal data, to any entity or individual outside of the continental United States.
9. Open Source and Third Party Software. Vendor represents and warrants that is shall not deliver to County any third party software, including open source software, that would require County to accept and be bound by any third party terms and conditions unless such terms and conditions are expressly identified in and attached to this Agreement as **Exhibit "8" Third Party Terms and Conditions** and to the extent that such terms and conditions are consistent with the Invalid Terms provisions of this Agreement. Except as provided in **Exhibit "8" Third Party Terms and Conditions** as amended by the Invalid Terms

provision of this Agreement, County hereby rejects all such third party terms and conditions.

10. Pass Through Warranties. Vendor shall assign and pass-through to County all representations, warranties, and indemnities to Vendor in its contracts with their party licensors and suppliers relating to the software.
11. Known Performance Issues. There is no existing pattern or repetition of customer complaints regarding the software, including functionality or performance issues. Further, Vendor's engineers have not currently identified any repeating adverse impact on the software, including functionality or performance, for which the root cause is believed to be a flaw or defect in the software.
12. Authority.
 - a) Vendor has full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, including without limitation, the right to license any ancillary or third party programs licensed to County under this Agreement.
 - b) Vendor has all licenses and intellectual property rights necessary to install and produce customizations, enhancements, updates, and/or corrections to the software used in performance of and as required under this Agreement in accordance with industry standards and in a professional and workmanlike fashion.
 - c) Vendor's performance of this Agreement does not violate or conflict with any agreement to which Vendor is a party.
 - d) Vendor represents that there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.
- E. Changes in Functionality. Vendor shall not modify or change the software to reflect a material diminution in the form, features or functionality of the software from that existing as of the Effective Date. Accordingly, Vendor shall not change the form, features, or functionality of the software in any material adverse manner from that originally licensed under this Agreement.
- F. Documentation. The documentation provided by Vendor shall be complete and accurate so as to enable a reasonably skilled user to effectively use all of the software's features and functions without assistance from the Vendor. Further, on each date that the Vendor delivers documentation to County, such documentation shall be Vendor's most current version thereof.
- G. These warranties survive any delivery, inspection, acceptance, payment, or termination of the Contract. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County's discovery of the noncompliance. If County gives Vendor notice of noncompliance, Vendor shall, at its own cost and expense, promptly replace or repair nonconforming Goods or Services. This paragraph shall be construed as being in addition to any warranty provision in the Contract.

XI. Ownership of Work

- A. County Ownership. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by Vendor ("Materials") not otherwise created

in the course of business for Vendor's broader customer base shall be the property of County, and County shall be entitled to full access and copies of all such Materials in the form prescribed by County. Any such Materials remaining in the hands of Vendor or subcontractor upon completion or termination of the Work shall be delivered immediately to County; provided that Vendor may retain a copy of any deliverables for its records. Vendor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to County, Vendor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to County, and Vendor agrees to execute any additional documents that may be necessary to evidence such assignment.

To the extent allowed by law, Cobb County shall retain all right, title and interest in and to any and all patent, copyright, trademark, trade secret, domain name registrations, websites, and other intellectual property rights, throughout the world, and all registrations and applications thereon ("Intellectual Property Rights") in and to (i) Cobb County's governmental and trade names, logos, trademarks, service marks and similar identifying material ("Cobb County Marks") and (ii) the websites directly or indirectly owned, operated or maintained by Cobb County, and (iii) all information owned, managed or developed by Cobb County.

- B. Vendor Ownership Rights. To the extent allowed by law, Vendor shall retain all right, title and interest in and to any and all Intellectual Property Rights in and to the (i) its Work (with the exception of Intellectual Property Rights owned by Cobb County contained therein), (ii) Describe as needed, (iii) any developed or licensed documentation, and all modifications thereto and derivative works thereof, and (iv) all information owned, managed or developed by Vendor.
- C. User Data. As between the parties, all right, title and interest in and to the data in the Work that is entered by, created for or existing about users, Cobb County and its clients and vendors during the Term ("User Data") shall be owned by Cobb County with full rights to use, market and license others to use such User Data only in compliance with applicable laws.

XI. Staff Assigned to Project

- A. Staff. Vendor shall maintain at all times, until the completion of the Project, experienced technical/implementation staff, in adequate numbers and with necessary skillset, functions and responsibilities satisfactory to County; and ensure that staff carries out the following duties: (i) preparation and execution of the plan of activities proposed for project implementation, pursuant to the provisions of **Exhibit "4" Vendor's Statement of Work**; and (ii) proper testing prior to milestone, deliverable or solution turnover to County staff.
- B. Staff Replacement. County and Vendor agree to act in good faith to complete this project and work toward mutual resolutions. In the event that the County has an issue with an individual on the project, County shall have the right to require the removal and replacement of Vendor's technical/implementation staff member(s) from providing services to County under this Contract. County shall notify Vendor in writing of such action. Vendor shall accomplish the removal and replacement within five (5) business days after written notice to Vendor. County shall review and approve the appointment of the replacement staff. Said approval shall not be unreasonably withheld. County is not required to provide any additional information, reason

or rationale in the event it requires the removal of Vendor's staff from providing further services under the Contract.

- C. Staff Transition. If it is known that a member of the Vendor project team will be leaving the project, a replacement will be chosen to join the team, and become familiar with the project before the original team member leaves, to ensure that the transition-in will be seamless. If a member of the Vendor project team leaves unannounced, prompt replacement shall be made in accordance with this Section.

XII. Indemnification

The following obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

- A. Indemnification of County. Vendor covenants and agrees to take and assume all responsibility for the software and services ("Work") rendered in connection with this Agreement. Vendor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Vendor, any subcontractor, anyone directly or indirectly employed by Vendor or subcontractor or anyone for whose acts Vendor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.
- B. In any and all claims against an Indemnified Party, by any employee of Vendor, its subcontractor, anyone directly or indirectly employed by Vendor or subcontractor or anyone for whose acts Vendor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement and applies notwithstanding any contrary provision.
- C. Intellectual Property Indemnification. Vendor shall hold County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Vendor is not the patentee, assignee, licensee, or other lawful user.

- D. Environmental Indemnification. Vendor agrees to indemnify, defend, and hold harmless an Indemnified Party, to the fullest extent allowed under O.C.G.A. § 13-8-2, from and against all claims, suits, actions, judgments, forfeitures, damages, losses, costs, demands, or expenses and liability, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of federal, state or local law or regulation, common law, or in equity, including but not limited to all administrative claims, claims for injunctive relief, claims for property damage, natural resources damages, nuisance claims, bodily injury claims (including death), environmental response, remediation, abatement, detoxification, cleanup costs, removal or disposal of, or otherwise with respect to, hazardous or potentially hazardous substances, fines, penalties, and expenses (including without limitation attorney fees, consultant fees, expert fees, costs, and expenses incurred in investigating and defending against the assertion of such liabilities) that may arise from or be the result of any alleged willful, negligent or tortious conduct of that in any way may arise from, be the result of, or relate to any act or omission of Vendor, or anyone directly or indirectly employed by or otherwise in any way acting on behalf of Vendor, in its performance of the Agreement, the operation of the Facility, or failure to operate the Facility other than in accordance with this Agreement or Applicable Law, regardless of whether or not the negligent act is caused in part by an Indemnified Party. This indemnity obligation shall run from the time of initial discovery of any such potentially adverse environmental condition and shall not be construed to commence only upon realization of an actual economic loss resulting from such condition. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party or any other act, liability, or obligation in any way prohibited by O.C.G.A. § 13-8-2. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of the Agreement.

XIII. Insurance

- A. Requirement: Vendor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Vendor, its agents, representatives, employees, or subcontractors.
- B. Minimum Limits of Insurance: During the term of this Agreement, Contactor shall maintain insurance policies with coverage and limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
 2. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
4. Professional Liability, Technology Errors and Omissions, and Cyber Insurance Coverage: \$2,000,000 per claim and \$4,000,000 in the aggregate is required, in the event that Vendor is performing design, engineering, or other professional services.
5. Professional Liability (Errors and Omissions) and Coverage: \$2,000,000 per claim and \$4,000,000 in the aggregate. Vendor shall maintain Technology Errors and Omissions Insurance, which must include coverage Multimedia Liability, Privacy Liability, Network Security Liability, Breach Costs Coverage (including Notification, Credit Monitoring, Forensics, Public Relations), and Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach.
 - a) Technology Errors and Omissions insurance must cover liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render (1) all services promised, including but not limited to computer or information technology services, (2) products that perform the intended function or serve the intended purpose, and (3) violation of software copyright.
 - b) Services insured, at a minimum, must include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks, and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (11) any other services provided by the vendor.
 - c) Vendor shall maintain Privacy, Security, and Technology Insurance.
 - i. Vendor's policy must include coverage for (1) loss, disclosure, and theft of data in any form; (2) media and content rights infringement and liability (excluding patents and trade secrets), including but not limited to, software copyright infringement; and (3) network security failure, including but not limited to, denial of service attacks and transmission of malicious code.
 - ii. The insurance coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year.
 - iii. The insurance coverage must also contain severability for the insured organization for any intentional act exclusions.
 - iv. If the coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

- v. Additionally, such policy must cover consequential or vicarious liabilities (e.g., claims brought against the Vendor or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Vendor and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures).
- d) Builder's "All Risk" Insurance: In the event Vendor is performing vertical construction services under the Agreement, Vendor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Agreement, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to Vendor shall not be construed as relieving Vendor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

- e) Commercial Umbrella Liability Coverage: \$2,000,000 in liability coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability, Commercial Automobile, and Professional Liability policies of insurance.
- C. Deductibles and Self-Insured Retention: Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of Vendor. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.
- D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Umbrella/Excess Insurance

- a) **Additional Insured Requirement.** Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) shall be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor, premises owned, leased, or used by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Vendor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
- b) **Primary Insurance Requirement.** Vendor’s insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Vendor’s insurance and shall not contribute with it.
- c) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- d) **Separate Coverage.** Coverage shall state that the Vendor’s insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- e) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers’ Compensation and Employers Liability Coverage: Vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Vendor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses arising from the work performed by Vendor for County.

F. Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses arising from work performed by Vendor for County.

G. All Coverages:

- 1. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.
- 2. Acceptability. The insurance to be maintained by Vendor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of

Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater or be otherwise acceptable to Cobb County.

3. Failure of Insurers. Vendor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.
- H. Verification of Coverage: Vendor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Agreement. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. Vendor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage. Vendor's failure to comply with this provision shall be considered a material breach of the Agreement.
- I. Subcontractors: Vendor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.
- J. Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Vendor from any liability under the agreement will not be construed to conflict with or limit Vendor's indemnification obligation obligations under the agreement.
- K. Duration: All insurance required by this Section must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all Work has been completed to the satisfaction of County.

IX. Records: Retention and Confidentiality

- A. Examination and Retention of Records. Vendor shall maintain, and County and its representatives shall have the right to audit, examine, all books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the Work or performance of the Contract and similar materials relating to work performed for County under this Contract on file for at least ten (10) years following the date of final payment to Vendor by County. Vendor shall maintain all books, records, work papers, documents, accounting ledgers, databases for at least ten (10) years following the date of final payment to Vendor by County. All records stored on a computer database must be of a format compatible with County's. Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. All original documents, including, but not limited to, reports, plans, work papers, (including electronic copies), documents, data, and records developed in connection with the services performed hereunder shall belong to and remain the property of County. Vendor may retain electronic files and reproducible copies of such documents.
- B. Confidential Information. Vendor acknowledges that some information which may come into its possession or knowledge in connection with the Work may consist of confidential

information of County, its elected officials, or employees, the disclosure of which to, or use by, third parties may be damaging to County, its elected officials or employees and/or may violate applicable law(s). Vendor accordingly agrees to hold all such confidential information, together with all material containing confidential information, in strictest confidence, not to make use thereof other than as reasonably necessary to perform according to this Agreement, and not to release or disclose any confidential information to any other person or entity except as may be required by law. Vendor shall inform and instruct all employees, subcontractors, or other agents or representatives of this obligation of confidentiality. Vendor shall immediately remove any of its employees, subcontractors, or other agents or representatives from performing work in connection with this Agreement upon request of notice from County that County reasonably believes such person or entity has failed to comply with the confidentiality obligations hereunder. Any employee, subcontractor, or other agent or representative so removed shall be replaced as provided for in the staffing requirements of this Agreement. For the purposes hereof, "Confidential Information" includes, without limitation, all personally identifiable data, trade secrets, copyrighted material, and other confidential and proprietary information not subject to disclosure or use, as such terms may be respectively defined in O.C.G.A. § 10-1-761, O.C.G.A. § 50-18-72, 45 CFR. § 1 64.524, 45 CFR. § 84.14(d). "Confidential Information" further includes, without limitation, all employee data, personnel records, health records, physician and provider notes, medical bills, claims, and other written information of a personal nature.

- C. Open Records. Vendor acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, Act, O.C.G.A. § 50-18-70 *et seq.*, and anything submitted to County is subject to release as public information. If Vendor believes that part or parts of its submission may be exempted from disclosure, Vendor must specify page-by-page and line-by-line the parts of the submission, which it believes, are exempt. In addition, Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). As required by law, Vendor is responsible for protecting its trade secrets and other proprietary information.
- D. Request. To the extent practicable and not legally prohibited, Vendor shall promptly notify County of any request for County information including any request required by law or judicial or regulatory process or pursuant to Georgia's Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, prior to disclosing such information. In no case shall such notification occur more than five business days after receipt of such request.

X. Notices

- A. All written notices, demands, and other papers or documents to be delivered to County or Vendor under this Contract shall be delivered personally, by prepaid registered or certified mail return receipt requested, or by overnight receipted delivery service to the following addresses:
1. If to Cobb County:

<insert department>

<insert address here>

Attention: <insert name here>

Electronic notice to: <insert email address here, or specify N/A>

Cobb County Attorney
100 Cherokee Street, Suite 350
Marietta, GA 30090

2. If to Vendor:

Vendor Name
<address>
Attention: <insert name here>

Electronic notice to: <insert email address here, or specify N/A>

- B. Any subsequent changes to place or places specified above shall be designated in writing by Vendor and County to the other.

XI. Relationship of the Parties

Vendor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of County. Nothing contained in this Agreement shall be construed to make Vendor or any of its employees, servants or subcontractors an employee, servant or agent of County for any purpose. Vendor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. County will not withhold income or other taxes on the fees paid to Vendor under this Contract and Vendor shall be solely responsible for the payment of all such taxes. Vendor is not entitled to any of the benefits that County provides for County's employees. Vendor agrees to be solely responsible for its own acts and omissions and those of its subordinates, employees, subcontractors, and suppliers during the life of this Agreement. Vendor specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and County by virtue of this Agreement with Vendor. Any provisions of this Agreement that may appear to give County the right to direct Vendor as to the details of the services to be performed by Vendor or to exercise a measure of control over such services will be deemed to mean that Vendor shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform Work related to this Agreement. Inasmuch as County and Vendor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Vendor agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Vendor to do so, unless specifically authorized, in advance and in writing, to do

so, and then only for the limited purpose stated in such authorization. Vendor shall assume full liability for any contracts or agreements Vendor enters into on behalf of County without the express knowledge and prior written consent of County.

XIV. Georgia Security and Immigration Compliance Act

- A. Immigration Compliance. County and Vendor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services. Physical performance of services includes any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.
- B. Vendor further agrees and represents that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1.02 is attested to on the executed **Exhibit "11-A" Contractor Affidavit and Agreement**, included herein by reference.
- C. Vendor further agrees and represents that:
 - 1. Vendor (and any subcontractors, regardless of tier) shall fully comply with the requirements for completing **Exhibit "11-C" Immigration Compliance Certification** and that such certification shall be received by County prior to the commencement of any work under the contract or subcontract;
 - 2. Vendor (or any subcontractor, regardless of tier) shall notify County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - 3. Vendor shall be responsible for obtaining and providing to County **Exhibit "11-B" Subcontractor Affidavit and Agreement** and **Exhibit "11-C" Immigration Compliance Certification**, each incorporated herein by reference, from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - 4. County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - 5. Any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract shall provide legal notice to any subcontractor of the requirements of County for immigration compliance and further provide notice that County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - 6. Failure to comply with any of the requirements and procedures of County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by county or state officials upon request; and/or failure to continue to meet any of the statutory or county obligations during the life of the contract) shall constitute a material breach of the Agreement and shall entitle County to dismiss any general contractor or to

require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

7. Upon notice of a material breach of these provisions, Vendor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, County shall be entitled to all available remedies, including termination of the Contract, the requirement that a subcontractor be dismissed from performing work under the Contract, and any and all damages permissible by law.

- D. Immigration Compliance Certification. Prior to commencing work under any contract for the physical performance of services, Vendor shall submit a completed **Exhibit "11-C" Immigration Compliance Certification**. Prior to allowing any other subcontractor to perform work under the contract, Vendor shall obtain a completed **Exhibit "11-C" Immigration Compliance Certification** from each subcontractor (regardless of tier) and submit the same to County.

XV. Conflict of Interest Affidavit

- A. Vendor agrees and shall execute **Exhibit "12" Conflict of Interest Affidavit** attesting that it shall not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation. Vendor certifies that, to the best of its knowledge, no circumstances exist that will cause a conflict of interest in performing the services required by this Agreement, that no employee of County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Vendor or his subcontractor(s) and that no person associated with Vendor or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should Vendor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Vendor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Vendor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Vendor when such services were performed while a conflict of interest existed, if Vendor had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.

- B. Vendor warrants that it and its subcontractor(s) have not employed or retained any company or person, other than a bona fide employee working solely for Vendor or its subcontractor(s), to solicit or secure this Agreement and that Vendor and its subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Vendor or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- C. Vendor shall include the terms and conditions of Paragraphs A and B of this Section in all subcontractor agreements for Work to be performed under this Agreement.

XII. Miscellaneous.

- A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cobb County, Georgia, and Vendor submits to the jurisdiction and venue of such court. Prior to filing any claim or action related to this Contract, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.
- B. Severability of Provisions. If a part or any provision of this Contract shall be deemed invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, which shall be interpreted so as to give the greatest effect possible thereto.
- C. Review and Inspection of Work. Vendor shall produce progress reports or copies of any Work as performed under this Contract at any time as requested by County. Refusal by Vendor to submit progress reports shall be cause to withhold payment to Vendor until Vendor complies with County's request in this regard, or cause for termination of this Contract.
- D. Assignment. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by County or Vendor without the prior, written consent of the other party.
- E. Third Party Beneficiaries. Neither party intends to directly benefit a third party by this Contract. The parties agree that no third party shall be entitled to assert a right or claim against either of them based on this Contract.
- F. Materiality. Each term of this Agreement is material, and Vendor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County at law or in equity.
- G. Compliance with Laws. Vendor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under the Contract.
- H. Amendment. No modification, amendment, or alteration in the terms or conditions contained herein or in the Contract shall be effective unless contained in a written document prepared with the same formality as the Contract and agreed to by both Parties in writing.
- I. Preservation of Immunities. No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- K. Waiver. No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Vendor with this Agreement, and no custom or practice of

County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County's right to demand exact and strict compliance by Vendor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. Time is of The Essence. With regard to all dates and/or time periods in this Agreement or any of the documents incorporated by reference into this Agreement and/or the mutually agreed to project plan, time is of the essence.
- N. Subcontracts. Vendor shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by County. Subcontractors must comply with the same insurance requirements as Vendor. Subcontractors must comply with the requirements of the Georgia Security and Immigration Compliance Act as set forth in this Agreement.
- O. Liquidated Damages. The Parties acknowledge and agree that delays in the completion of the Work will result in damages to County and that the exact sum of such damages to County are impossible to precisely estimate and will be difficult to ascertain. If the Work is not completed in accordance with **Exhibit "4-A" Project Schedule**, then Vendor shall be required to pay County \$100 per business day that the Work is delayed. The liquidated damages set forth in this section are intended to be, and the parties acknowledge and agree that (1) the liquidated damages are reasonably proportionate to and are a reasonable estimate of the probable loss that Owner is likely to incur as a result of delays, and (2) the liquidated damages are not intended to be a penalty.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, said parties have hereunto set their seals.

Vendor

County

Name and Title

Lisa N. Cupid, Chairwoman

Vendor Name

Cobb County Board of Commissioners

Date

Date

SEAL

Attest:

Attest:

Name and Title

Pamela L. Mabry, County Clerk

Recommended by:

Name and Title

Approved as to Form

Cobb County Attorney's Office

Exhibit “1” Invitation to Bid or Request for Proposal

Exhibit “2” Vendor’s Bid or Proposal

Exhibit “3” Vendor’s Price Quote

Exhibit “4” Vendor’s Statement of Work

Exhibit “4-A” Project Schedule

Exhibit “5” Vendor’s End User License Agreement (EULA), License, Software

Exhibit “6” Vendor’s Maintenance or Support Agreement

Exhibit “7” Vendor’s Service Level Agreement

Exhibit “9” Information Security

Information Security

1. General Provisions

- 1.1. Contractor represents and warrants that it will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations.
- 1.2. Contractor shall implement administrative, physical, and technical safeguards to ensure the security of Protected Information that are no less rigorous than accepted industry practices including National Institute of Standards and Technology (NIST) 800-53, Center for Internet Security (CIS) controls, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, the Information Technology Infrastructure Library (ITIL) standards, or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Protected Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- 1.3. All employees and subcontractors given access to any Personally Identifiable Information (PII) or Restricted or Protected Information such as information protected as or by Payment Card Industry Data Security Standard (PCI DSS), PII, Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS), etc. must agree to abide by the terms of the Agreement and restrict the use of Protected Information only for subcontractor's or employees' internal business purposes and only as necessary for the execution of the Agreement.
- 1.4. Contractor shall maintain current supported operating system for Cobb County systems.
- 1.5. Contractor shall provide evidence of background check completion.
- 1.6. If any regulator, or any subpoena, warrant, or other court or administrative order, requires Contractor to disclose or provide County Data to a regulator or to any third party, or to respond to inquiries concerning the processing of County Data, Contractor shall promptly notify County, unless prohibited by applicable law. Following such notification, Contractor shall reasonably cooperate with County in its response, except to the extent otherwise required by applicable law.
- 1.7. County consents to Contractor's use of subcontractors to provide aspects of the Services and to Contractor's disclosure and provision of County Data to those subcontractors. Contractor shall be responsible for the performance of its subcontractors. Contractor shall ensure subcontractors are subject to contractual obligations which are the same as or equivalent to those imposed on Contractor with regard to the processing of County Data. Contractor shall maintain a list of its subcontractors on its company website under the Privacy page. Contractor shall inform County of any intended changes concerning the addition or replacement of any subcontractor within a reasonable time prior to implementation of such change. In the event of County objecting to such change, Contractor shall make reasonable efforts to address County's concerns (including making reasonable efforts to find an alternative subcontractor).

- 1.7.1. Contractor shall comply and shall require its personnel and subcontractors' personnel to comply, with all applicable laws, rules, and regulations, as well as County policies and standards in effect during the performance of this Agreement, including (without limitation) County's reasonable confidentiality requirements, County's policies, standards and procedures regarding data access, security, personnel conduct, safety, and ethics, including spoken directives of County facility staff. In the event that any of Contractor's or a subcontractor's personnel do not comply with such requirements, County, in its sole reasonable discretion, may have the personnel's access revoked and/or have such personnel removed from the premises.

2. Compliance

- 2.1. If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit, or other payment cardholder information, Contractor shall at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS at Contractor's sole cost and expense.
- 2.2. If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose protected health information, Contractor shall at all times remain in compliance with HIPAA requirements, including remaining aware at all times of changes to HIPAA and promptly implementing all procedures and practices as may be necessary to remain in compliance with HIPAA at Contractor's sole cost and expense.
 - 2.2.1. Contractor agrees to execute and incorporate into this Agreement a Business Associate Agreement if and when it is necessary under HIPAA, including any regulations promulgated thereunder, including as a result of a change in the Services or the manner in which they are provided.
- 2.3. If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose criminal justice information, Contractor shall at all times remain in compliance with CJIS requirements, including remaining aware at all times of changes to CJIS and promptly implementing all procedures and practices as may be necessary to remain in compliance with CJIS, including certifying staff for background check and training, at Contractor's sole cost and expense.
- 2.4. In respect of Personal Data provided to Contractor by County in connection with the Agreement, Contractor shall comply and shall ensure that its personnel complies, with the requirements of state, federal, and national privacy laws and regulations governing such Personal Data in Contractor's possession or under its control and applicable to Contractor's provision of Services.
- 2.5. Contractor shall notify County, without undue delay, of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to County Data in Contractor's possession or under its control (a "Data Breach"). Each party shall reasonably cooperate with the other with respect to the investigation and resolution of any Data Breach including, in the case of Contractor, prompt provision of the following, to the extent then known to Contractor: (i) the possible cause and

consequences of the Data Breach; (ii) the categories of County Data involved; (iii) a summary of the possible consequences for the relevant users; (iv) a summary of the unauthorized recipients of County Data; and (v) the measures taken by Contractor to mitigate any damage. Upon confirmation of any vulnerability or breach of Contractor's security affecting County Data in Contractor's custody and control, Contractor shall modify its processes and security program, as necessary, to mitigate the effects of the vulnerability or breach upon such County Data.

3. Data Security

- 3.1. Contractor shall ensure all County Data remains within the United States and is not processed, stored, transmitted, or disposed of out of the country without the prior written authorization by County.
- 3.2. Where possible, Contractor shall remove, disable or change all default credentials prior to placing equipment into production. Removal is preferable.
- 3.3. Contractor shall uninstall or disable unnecessary programs and services prior to placing equipment into production. Uninstalling is preferable.
- 3.4. Contractor shall implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of County Data in the custody of and processed by Contractor; (ii) protect against any anticipated threats or hazards to the security or integrity of such County Data; (iii) protect against unauthorized access to or use of such County Data; and (iv) ensure that Contractor's return or disposal of such County Data is performed in a manner consistent with Contractor's obligations under items (i)-(iii).
- 3.5. Contractor shall store all County backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Contractor shall encrypt all County confidential data. Encryption solutions will be deployed with no less than a 128-bit encryption key using the Advanced Encryption Standard (AES). The encryption standards apply to data at rest and data in motion.
- 3.6. Contractor shall use Transport Layer Security (TLS) protocol TLS 1.2 or higher.
- 3.7. If any user requests Contractor to provide them with information relating to processing of their Personal Data, or to make changes to their Personal Data, Contractor shall promptly notify County of the request, unless otherwise required by applicable law. County may make changes to User Data using the features and functionality of the Application. Contractor shall not make changes to User Data except as agreed in writing with County. Contractor shall process County Personal Data only as necessary to provide the Services, and in accordance with County's written instructions. This Agreement and County's use of the Application's features and functionality are County's instructions to Contractor in relation to the processing of County Personal Data.
- 3.8. County is solely responsible for its data retention obligations with respect to County Data. County may export County Data from the Application at any time during the Agreement Term, using the Application's then existing features and functionality, at no additional charge. County may delete County Data on its Instances at any time. Contractor shall delete County's Instances (and any data remaining on such Instances) upon termination or expiration of the Agreement.

- 3.9. All rights, title, and interest in and to County Data are and shall remain the property of County. County understands that certain applications will not function absent County Data, and as such, County shall provide digital files, in the form and format and on the schedule specified by Contractor, County Data, and other information reasonably required for Contractor's performance of its obligations under the Agreement. Subject to the terms of the Agreement, County hereby grants to Contractor throughout the term of the Agreement (and after the term solely as reasonably necessary for the performance of Contractor's post-termination obligations to County) the rights to use, reproduce, store, distribute, modify, cache, and transmit County Data via the applicable Application solely to the extent necessary for Contractor to provide the Services or otherwise perform its obligations under the Agreement. Contractor shall allow access to County Data on a need to know basis using the principle of least privilege.
- 3.10. County Data will be and remain the property of County. Contractor may not use County Data for any purpose other than to render the Services. No County Data will be sold, assigned, leased, or otherwise disposed of to third parties or commercially exploited by or on behalf of Contractor (or any of its Subcontractors). Neither the Contractor nor any of its Subcontractors may possess or assert any lien or other right against or to County Data. Without limiting the generality of the foregoing, (a) the Contractor may use County Data only as strictly necessary to render the Services and must restrict access to such information to Contractor Personnel on a strict need-to-know basis, and (b) the Contractor will not download, copy, transmit or make available any County Data to any third party, except as expressly permitted by this Agreement.
- 3.11. When County Data is in the Contractor's possession or under the Contractor's control and an event occurs that prevents or hinders the access to or reliable use of such County Data, the Contractor will re-create or restore such data immediately, or in any case, as soon as reasonably practicable, to the last scheduled back-up applicable to such County Data in accordance with the Contractor's responsibilities hereunder. Any such re-creation or restoration will be at the Contractor's expense and County will not be subject to any charge in connection therewith.
- 3.12. The Contractor will maintain a comprehensive Security Program in compliance with (i) County Rules and (ii) the Federal Information Security Management Act (FISMA), 44 U.S.C. § 3541 *et seq.* The content and implementation of the Security Program and associated technical, organizational, and security measures will be fully documented by the Contractor.

4. Right to Audit

- 4.1. Vendor shall provide County Information Security Team with the most recent Service Organization Control 2 (SOC 2) Type 2 Report upon request to assess the effectiveness of security processes by observing operations for at least three months, but preferably 6-12 months.
- 4.2. Contractor shall maintain compliance with industry standards and applicable governing frameworks such as Statement on Standards for Attestation Engagements (SSAE) and the International Organization for Standardization (ISO) (e.g., SSAE 16, ISO 27001, and ISO 27018) throughout the Agreement Term. Contractor shall make available to County, annually and upon request, all information necessary to demonstrate compliance with its

obligations. Contractor shall allow for and contribute to audits conducted by County, or third-party auditor mandated by County, under the following parameters:

- 4.2.1. County may elect to conduct an audit not more than once within any 12-month period at no cost to County. Any additional audits within the same 12-month period shall be subject to a reasonable fee;
- 4.2.2. Third-party auditors mandated by County shall enter into confidentiality agreements with Contractor that are no less restrictive than those set out in this Agreement;
- 4.2.3. County provides reasonable prior notice of such request for an audit;
- 4.2.4. County ensures such audit shall not be unreasonably disruptive to Contractor's business; and
 - 4.2.4.1.1. Neither County nor its auditors shall be permitted to make unaccompanied site visits or to logically access Contractor's IT systems.

5. Confidential Information

- 5.1. Contractor's employees, agents, and subcontractors may have access to confidential data maintained by County to the extent necessary to carry out Contractor's responsibilities under the Agreement. Contractor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by County. If it is reasonably likely Contractor will have access to County's confidential information, then:
 - 5.1.1. Contractor shall provide to County a written description of Contractor's policies and procedures to safeguard confidential information;
 - 5.1.2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - 5.1.3. Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by Contractor in connection with the performance of the Services; and
 - 5.1.4. Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Agreement.
- 5.2. The private or confidential data shall remain the property of County at all times. Some services performed for County may require Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement if required, may result in termination of the Agreement.
- 5.3. No confidential data collected, maintained, or used in the course of performance of the Services shall be disseminated except as authorized by law and with the written consent of County, either during the period of the Agreement or thereafter. Any data supplied to or created by Contractor shall be considered the property of County. Contractor shall return any and all data collected, maintained, created, or used in the course of the performance of the Services, in whatever form it is maintained, promptly at the request of County.
- 5.4. In the event that a subpoena or other legal process is served upon Contractor for records

containing confidential information, Contractor shall promptly notify County and cooperate with County in any lawful effort to protect the confidential information.

5.5. Contractor shall immediately report to County any unauthorized disclosure of confidential information.

5.6. Contractor's confidentiality obligation under the Agreement shall survive termination of the Agreement.

6. Termination

6.1. Following the termination or expiration of this Agreement, Contractor shall offer transition assistance, which may include, to the extent practicable, an export of County Data from the applicable Application or Instance. To the extent Contractor makes available to County an Application Program Interface (API) or other means to assist with such transition, the API shall be Contractor's Confidential Information, and County is granted a personal, non-sublicensable, nonexclusive, non-transferable, limited license to use the API solely for County's internal use for exporting County's content from the existing system to the new County system. County shall not (a) copy, rent, sell, disassemble, reverse engineer, or decompile (except to the limited extent expressly authorized by applicable statutory law), modify, or alter any part of the API, or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event County breaches this Section or immediately upon notice from Contractor.

6.2. Upon termination of this Agreement and transfer of data to County, Contractor shall sanitize/erase, destroy, and render unrecoverable all County Data still in its possession and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement and transfer of data or within seven (7) days of the request of an agent of County, whichever shall come first. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A (<http://csrc.nist.gov/>).

6.3. In order to protect the interests of the public, Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to County or another contractor. Contractor shall provide full disclosure to County and third-party contractor of the equipment, Software, Licenses, and Services required to perform for County. Contractor shall transfer licenses or assign agreements for any Software or third-party services used to provide the Services to County or to another contractor.

Further, in the event that County has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Exhibit “10-A” Change Control Definitions and Process

1. Change Control Definitions and Process

Project scope and schedule changes to **Exhibit “4” Vendor’s Statement of Work** shall be addressed through this Change Control Process using **Exhibit “10-B” Change Order Form**. Any changes shall be documented, reviewed, and mutually agreed upon by the Parties. The Change Order Form shall document the scope of work and a fee. Implementation of the change shall be factored into the initial project plan and a modified completion date for the project will be detailed, if necessary. The hourly bill rate for all change orders is \$ _____ USD.

2. Change Control Definitions

- a. **“Change Control”** describes the process for managing potential project changes.
- b. **“Change Request”** is an informal request by Customer or Vendor to modify the scope, schedule, and/or budget of the Professional Services to be provided pursuant to SOW-#.
- c. **“Change Order”** is a formal amendment to SOW-#.generated by Vendor signed by both parties.

3. Change Control Process

The following provides a summary of the process to follow if a change to this SOW is desired:

- a. Customer or Vendor submits a written (email acceptable) Change Request including the following:
 - i. change description, detailing what is to be amended from this SOW
 - ii. rationale for the change
 - iii. impact the change may have on the Professional Services
- b. Both Customer and Vendor review the Change Request to determine the merits of the request and the impact of on the fees, schedule, scope, and other terms and conditions of the SOW that may result from the implementation of the Change Request.
- c. The parties decide either to accept or to reject the change.
- d. Vendor prepares a Change Order, which includes a description of the applicable changes to scope, estimated fees, planned resources, timeline, and any other terms.
- e. Vendor submits Change Order to Customer for final review and approval.
- f. Vendor executes the Change Order and sends to Customer.
- g. Customer executes the Change Order, and if applicable, generates a purchase order associated with that Change Order.

The Professional Services described in the fully executed Change Order will be performed by Vendor as included as part of the **Exhibit “4” Vendor’s Statement of Work**.

Exhibit “10-B” Change Order Form

Change Order No. **X** (“Change Order”) by and between County and Vendor Name (“Vendor”) is subject to all the terms and conditions of **Exhibit “4” Vendor’s Statement of Work** (“SOW”) in the Agreement between County and Vendor Name dated mm/dd/yyyy.

The Parties agree to revise the scope and budget of the SOW as follows:

1. Change Order Summary

This Change Order is necessary to redefine the requirements to accommodate changes requested by the County for <insert description here>.

2. Tasks Removed from Scope

The tasks below have been removed from the scope of the project:

#	Task
1	
2	
3	

3. Tasks Added to Scope

The tasks below are added to the scope of the project:

#	Task
1	
2	
3	

4. Estimated Hours

The Change Order represents an update to the Budgetary Guidance set forth in **SOW-X** as follows:

Change Order Scope		Estimated Time to Complete (in hours)
1		
2		
3		

	Totals Hours:	

5. Change Order Effect on SOW-X Scope Hours and Cost

Original SOW Budgetary Guidance	Original Project Scope Hours	Change Order #	Increase (Decrease) Hours	Increase (Decrease) Cost	New Project Scope Hours	New Project Budget
Total Project Hours and Budget						

6. Change Order Payment Terms

Actual professional services under this Change Order will be billed at an hourly rate of at \$xxx.xx USD and invoiced monthly with net 30 payment terms.

If no Bill Rate is provided above, billing for actual professional services under this Change Order will be agreed to by the Parties and will include:

Bill Rate

Invoice Frequency

Net Payment Terms

If travel and expenses (T&E) are expected, details are included in this formal Change Order and will be agreed to and executed between the Parties.

Exhibit "11-A" Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its 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 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 **Exhibit "11-B" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "11-C" Immigration Compliance Certification** 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 for a period of five (5) years 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) Allow the audit or review of records of compliance by County upon request.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Commission Expires: _____

Version 09-20-2013

Exhibit "11-B" Subcontractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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 subcontractor 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 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 **Exhibit "11-B" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "11-C" Immigration Compliance Certification** 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.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

Commission Expires: _____

Version 09-20-2013

Exhibit "11-C" Immigration Compliance Certification

EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

(To be completed by Contractor and all subcontractors prior to contract initiation, every six months after commencement of work, and at any time there is a change in personnel assigned to the Project.)

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

I further certify to Cobb County, Georgia the following:

1. The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
2. We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
3. If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
4. I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate;
5. To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
6. If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

Commission Expires: _____

Version 09-20-2013

Exhibit “12” Conflict of Interest Affidavit

As a duly authorized representative of **Vendor Name** (“Vendor”), I, **<insert affiant’s name>**, **<insert affiant’s title>**, certify that to the best of my knowledge that Vendor did not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation, that no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm’s parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

Signature

Printed Name and Title

Date

Subscribed and sworn before me
on this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____



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



Table of Contents

5.1 COVER LETTER.....	3
5.2 EXECUTIVE SUMMARY	6
5.3 COMPANY BACKGROUND/PROFILE	12
5.4 EXPERIENCE.....	14
5.5 PRODUCT INFORMATION/SERVICE CAPABILITY	16
5.6 PRICING	25
Price Book	27
5.7 VALUE ADD.....	28
5.8 FINANCIAL STATEMENTS	30
5.9 NATIONAL CONTRACT.....	31
APPENDIX 1 – PROPOSAL SUBMITTAL FORM	34
APPENDIX 2 – REQUEST FOR PROPOSALS FORM.....	36
APPENDIX 3 - CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)	38
APPENDIX 4 – EXHIBIT A: RESPONSE FOR NATIONAL CONTRACT	40
Exhibit A: Section 3.0 Supplier Response.....	41
APPENDIX 5 – RESPONSE FOR MASTER AGREEMENT.....	59
APPENDIX 6 – EXHIBIT F: FEDERAL FUNDS CERTIFICATIONS	61
APPENDIX 7 – EXHIBIT G: NEW JERSEY BUSINESS COMPLIANCE.....	90
Exhibit G - DOC #1: Ownership Disclosure Form	91
Exhibit G - DOC #2: Non-Collusion Affidavit.....	94
Exhibit G - DOC #3: Affirmative Action Affidavit.....	97
Exhibit G - DOC #4: Political Contribution Disclosure Form.....	103
Exhibit G - DOC #5: Stockholder Disclosure Certification	108
Exhibit G - DOC #6: Disclosure of Investment Activities in Iran	110
Exhibit G - DOC #7: Certification of Non-Involvement in Prohibited Activities in Russia/Belarus..	112

Exhibit G - DOC #8: New Jersey Business Registration Certificate	114
Exhibit G - DOC #9: EEOAA Evidence	115
Exhibit G - DOC #10: MacBride Principals Form.....	120
APPENDIX 8 – UKG ADDITIONAL AGREEMENTS	122
EULA Public Sector MSA.....	123
UKG Perpetual Software Terms and Conditions Contract	124
APPENDIX 9 – THIRD PARTY TERMS AND CONDITIONS	125
BSI End User License Agreement (Workforce Central and UKG Pro Workforce Management).....	126
BSI End User License Agreement (UKG Ready)	127
Passport Addendum (UKG Pro Workforce Management)	128
Passport Addendum (Workforce Central)	129
UKG SMS Addendum.....	130
UKG EZCall Provider Scheduling Agreement.....	131
APPENDIX 10 – SPD-SP044 TRADE SECRET AFFIDAVIT	132
APPENDIX 11 – ADDENDUM ACKNOWLEDGEMENTS.....	135
Cobb County Addendum #1	136
APPENDIX 12 – UKG SUPPORTING ATTACHMENTS	138
UKG Attachment 1 – UKG Product Overview	139
UKG Attachment 2 – UKG Public Sector Cobranded Collateral FY24.....	154

5.1 COVER LETTER

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Additional Notes from RFP

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services. (p.20)

August 8, 2024

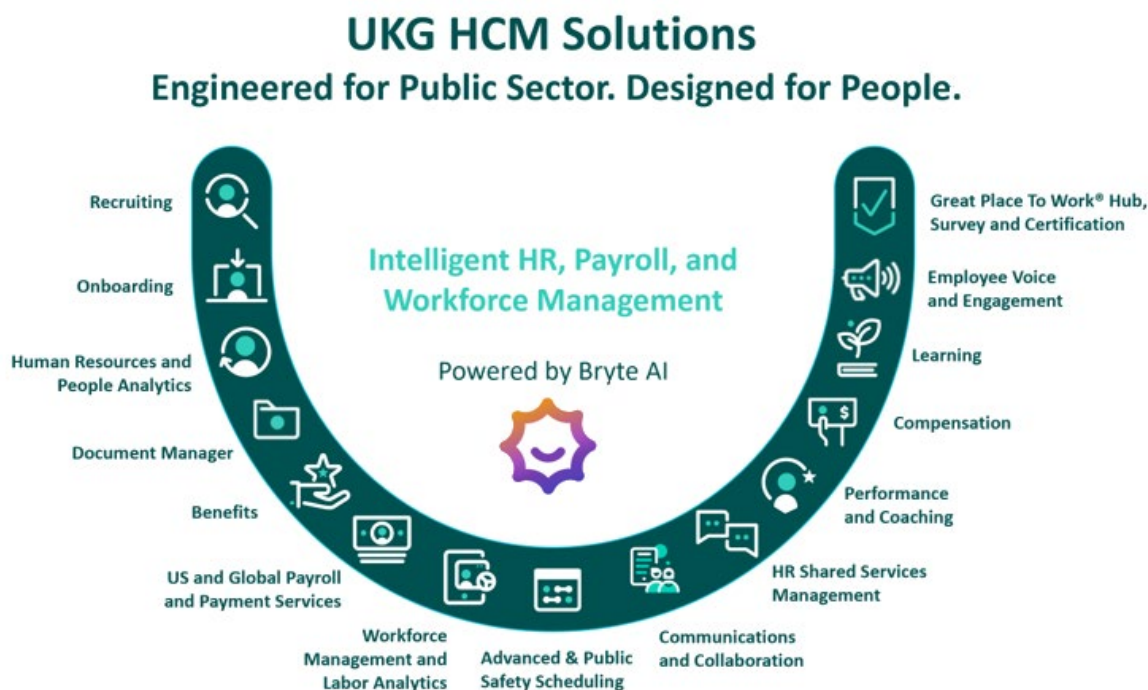
Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, GA 30060

Subject: Sealed Proposal #: 24-6833 – Request for Proposals for Human Resource Information Systems and Related Products and Services

Dear Cobb County Procurement Services Department,

UKG hereby submits our proposal to deliver Human Resources Information Systems and Related Products and Services on behalf of Cobb County, Georgia (Lead Public Agency), and other government agencies (Participating Public Agencies) made available through OMNIA Partners.

In February 2020, Kronos and Ultimate Software announced a definitive merger agreement to unite two industry leaders to form one of the world's largest cloud companies: **UKG**. As a long-standing provider partner to Participating Public Agencies delivering human capital management (HCM) and workforce management (WFM) solutions, UKG welcomes the opportunity to further our partnership through our expansive suite of cloud solutions and services:



UKG offers the industry's most technologically advanced HCM solutions driven by our **combined research and development (R&D) spending exceeding \$2.8 billion over the past 5 years across our product line—including \$671M in FY2023**. As a result, UKG is frequently recognized as an HCM industry leader.

UKG has earned numerous awards for its culture, products, and services, including consecutive years on Fortune's 100 Best Companies to Work For list. To learn more, visit www.ukg.com/about-us/awards-and-recognition.

Industry expertise: UKG holds the depth and breadth of services defined by the Lead Public Agency to support the vast collection of Participating Public Agencies encompassing this solicitation:



Solution of choice: As Participating Public Agencies consider HCM and WFM solutions, UKG is uniquely poised to collaborate and configure the best solution suite aligning with each agency's distinct scope of work, complexity, employee population, and service requirements. UKG ensures we deliver the exacting services, compliant with regulatory requirements, to modernize Participating Public Agencies' HCM and WFM environments as they establish their future-state and long-term organizational ecosystems.

ERP integration: As Participating Public Agencies seek to deploy enterprise software to gain efficiencies across its financials, purchasing, asset management, budgeting/forecasting, or utility billing processes by leveraging cloud-based platforms, UKG delivers integration to support Participating Public Agencies' current requirements and long-term business needs. UKG frequently supports participating agencies' HCM and WFM initiatives by integrating with selected ERP providers to ensure accurate data is reflected between finance regulatory management processes and HCM and WFM processes. In fact, ***our 80,000 customers across all verticals are decoupled from ERP environments and integrate to incorporate HCM and WFM.***

As the Lead Public Agency's primary point of contact, I welcome discussion of our solution suite and how UKG can enhance the employee experience across your Participating Public Agencies' portfolio. I am available and authorized to clarify and/or negotiate all aspects of UKG's scope of products and services, and I am authorized to bind UKG to the terms and conditions of the RFP and UKG's proposal.

We look forward to working with the Lead Public Agency and Participating Public Agencies.

Sincerely,



Brian Coopman
 Director of Contracts and Procurement
 Public Sector
 563.370.5356
brian.coopman@ukg.com
 UKG Inc.

5.2 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Cobb County, Georgia (Lead Public Agency) seeks to engage qualified providers of a comprehensive range of Human Resource Information Systems and Related Products and Services to support itself and all states, local governments, school districts, higher education institutes, and nonprofit organizations (Participating Public Agencies) throughout the United States of America by delivering a broad selection of service options to include:

- Employee Information Management
- Recruitment and Applicant Tracking
- Onboarding and Offboarding
- Attendance and Leave Management
- Payroll and Benefits Administration
- Performance Management
- Training and Development
- Compliance and Legal Requirements
- Employee Self-Service
- Analytics and Reporting
- Integration and Security
- Mobile Accessibility

As the Lead Public Agency, Cobb County is pursuing a modernized suite of solutions framed by its motto:

Cobb County...Expect the Best!

*Cobb County Procurement Services Department
Sealed Proposal # 24-6833*

Aligned with the Lead Public Agency's promise to **expect the best**, UKG is poised to continue our more than ten years holding the OMNIA Partners contract supporting more than 1,000 customers, which now generates \$115 million in annual revenue and represents \$350 million in savings for Participating Public Agencies. As a proud recipient of the OMNIA Partners *Bronze Partnership Excellence Award*, UKG welcomes the opportunity to extend our partnership by delivering full-scope Human Resource Information Systems and Related Products and Services to Participating Public Agencies.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

To meet this goal, UKG proposes our full-scope human capital management (HCM) solution suite to empower Participating Public Agencies to **deliver the best employee experience** across their organizations – from hire to retire.

**Your biggest investment is your people.
Invest in their employee experience.**



Single-provider consolidation. Delivered through SaaS, UKG’s HCM offerings manage hire-to-retire services through one easily accessible web portal. What makes UKG HCM solutions most unique is that one single employee data record drives all modules and delivers visibility across each Participating Public Agency’s distinct employee population. A single update to the employee record effectively updates all modules within the platform.

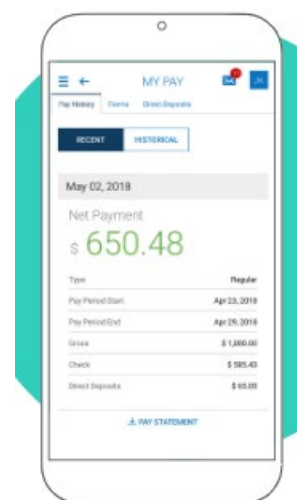
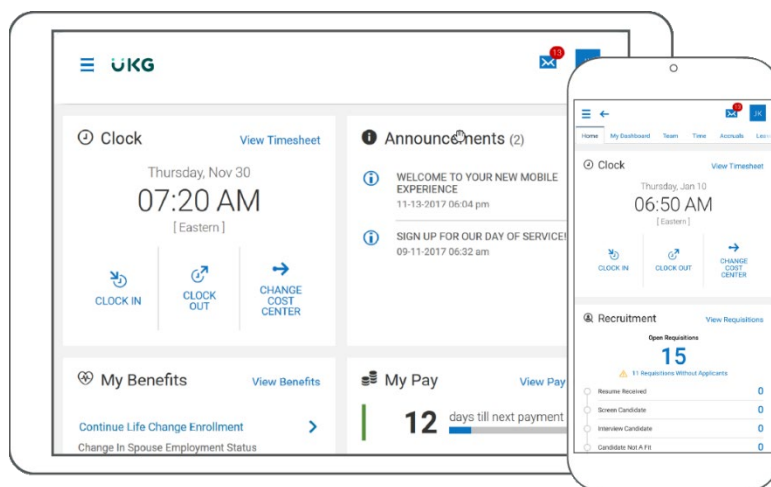
Process automation. The Lead Public Agency is focused on attaining a solution to deliver operational efficiency and effectiveness. UKG is aligned with your goals, offering comprehensive HCM solutions to completely automate business processes. Intelligent data collection options capture data at its source. Exception-based management views focus attention on areas of concern, and employee self-service reduces calls to HR, payroll, and managers.

A single, end-to-end HCM solution, UKG's integrated system eliminates error-prone duplicate data entry and consistency issues that can occur across multiple systems. Our HCM offerings provide standard and custom fields to cover the full range of HR requirements — from pre-hire to separation — so Participating Public Agencies 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, time, payroll, and training processes — using configurable workflows — eases HR's administrative burden, supports compliance, and drives results.

User friendly. Participating Public Agencies require solutions that are easy to use for their managers and employees to drive efficiency and engagement via self-service. UKG HCM offers an intuitive user experience through a modern, consumer-grade interface. Our intuitive workflows ensure greater user adoption and a better employee experience. Additionally, Participating Public Agencies can enable their employees to manage their experiences via the UKG mobile app, putting all HR tools at their fingertips whenever they need them.

Whether in the workplace, on the road, or working remotely, employees can access the full system to stay informed, keep tasks moving, and make an impact on people and processes seamlessly. Participating Public Agencies can give their people the exact tools they need anytime, anywhere with personalized self-service options based on their role, common activities, location, and preferences. Participating Public Agencies can build or access reports, charts, and even predictions and recommendations in real time on their mobile devices to ensure they are always ready for strategic actions and conversations.

Focus on compliance. With a commitment to integrity and excellence, UKG drives regulatory compliance for Participating Public Agencies through immediately accessible tools and resources. UKG's robust built-in rules help Participating Public Agencies adhere to critical employment laws and promptly notify them if errors occur. UKG delivers proactive, automated updates to pay, time, and HR rules, giving Participating Public Agencies access to the latest information so they can easily meet regulatory standards. This is supported by access to a centralized, reliable data source, complete with the latest



government forms, and automated ACA and absence management tools accessible anytime, anywhere, from any device to help reduce risk of noncompliance.

Unified alliance partnerships. Participating Public Agencies may pursue unique service functionality requiring specialized features to supplement UKG HCM across their specified service scope. To meet any ancillary services identified within an individual Participating Public Agency's service scope, UKG engages partners who bring unique business value. Partnerships with some of the world's leading information and HCM organizations drive innovations in workforce management across geographies and technologies. UKG's Marketplace Partners deliver advanced features and functionality to UKG HCM solutions through seamless API integrations that automate processes, reduce manual errors, and offer innovative capabilities. Please visit our [UKG Marketplace - Partners website](#) to access a comprehensive listing of our partners.

Innovative technology. Understanding that the Lead Public Agency is focused on acquiring a solution with a foundation in the newest technology. UKG offers the industry's most technologically advanced HCM solutions driven by our ***combined research and development (R&D) spending exceeding \$2.8 billion over the past 5 years across our product line***—including \$671M in FY2023. As a result, UKG is frequently recognized as an HCM industry leader.



In fact, UKG was recently named a **Leader in the [NelsonHall NEAT report for HCM solutions in both enterprise and small business markets](#)**. The distinction follows similar Leader or #1 rankings from influential analyst firms in 2023 including [Forrester](#), [Gartner](#), [Nucleus Research](#), and [Sapient Insights Group](#). The Lead Public Agency can be confident in UKG's leadership as an innovative technology provider allowing for a modern and responsive go-forward strategy for Participating Public Agencies as they pursue their HCM future state via UKG.

You tell us your needs, and we'll develop and present a set of proven solutions.

Market expertise. The Lead Public Agency needs an experienced HCM provider leading its Human Resources Information Systems and Related Products and Services initiative on behalf of your Participating Public Agencies across their multiple jurisdictions, various constituents, and distinct business environments. UKG delivers the depth and breadth of services defined by the Lead Public Agency to support the vast collection of Participating Public Agencies encompassing this solicitation:



Solution of choice. As Participating Public Agencies consider HCM solutions, UKG is uniquely poised to collaborate and configure the best solution suite aligning with each agency's distinct scope of work, complexity, employee population, and service requirements. UKG ensures we deliver the exacting services, compliant with regulatory requirements, to modernize Participating Public Agencies' HCM environments as they establish their future-state and long-term organizational ecosystems.

One contracting vehicle. A multitude of HCM options

Scalable for success. As Participating Public Agencies expand as organizations and communities, UKG will grow with them. Our cloud-based solution delivers automated system updates to incorporate enhanced feature functionality and ensure their regulatory compliance. Our robust HCM solution allows Participating Public Agencies to leverage more complex solution modules, if necessary, as their agencies build over the coming years. By proactively engaging with each agency, UKG commits to understanding their business goals and objectives, which allows us to anticipate their needs and guide them down the right path.

Proven partnership. As a long-standing provider partner to the Lead Public Agency delivering our full range of HCM solutions to you and your Participating Public Agencies, UKG welcomes the opportunity to further our partnership through our expansive suite of cloud solutions and services.

At UKG, we believe that technology is only as great as the people behind it. As part of our **Partner for Life** approach, Participating Public Agencies can leverage trusted advisors for strategic guidance to evolve their people strategy and employee

Partner for Life.



Inspiring people is our focus

Our people are the critical foundation to building lifelong partnerships that enable you to grow and evolve. That's why we focus on attracting and retaining the best talent, inspiring them to create top-notch solutions and provide superior service.



Inclusive and collaborative is our approach

With UKG, you get all the training, resources, and tools you need to be confident in your solution. And with our dynamic, collaborative Community and events, you're able to get the most out of your investment.



Premium partnership is our standard

We provide a premium experience and partnership to all our customers as our standard. With our unique model, you can leverage dedicated, trusted advisors for both your day-to-day support and your long-term business goals so you can optimize the value of your solution.

experience as needs change throughout the lifespan of our contract. UKG's tenured team helps Participating Public Agencies reduce administrative burdens, optimize their solutions, and support their long-term business goals to achieve their desired business outcomes.

Next steps. As the Lead Public Agency considers your Human Resources Information Systems and Related Products and Services options, UKG is committed to extending our consultative partnership as your **Partner for Life** provider. With Participating Public Agencies modernizing their systems via expansive, innovative, and integrated HCM solutions, UKG understands the distinct challenges these agencies face across their diverse workforces.



The Lead Public Agency can **expect the best** from UKG, as we are poised to work with you to ensure we deliver exacting services, compliant with regulatory requirements, to revitalize the HCM environment throughout the Participating Public Agencies community. We look forward to performing in accordance with our *Bronze Partnership Excellence* status to uphold our commitment to partnership.

UKG will work with the Lead Public Agency and Participating Public Agencies to ensure their employees are engaged throughout their unique life-work journeys, from hire to retire. Participating Public Agencies can enhance their reputations as employers of choice to attract and retain the most talented and diverse workgroups to serve their agencies and their communities as their futures evolve.

**UKG brings our singular HCM solution to your singular biggest investment:
your employees.**

5.3 COMPANY BACKGROUND/PROFILE

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

- **Legal name:** UKG Kronos Systems, LLC
- **Address:** 900 Chelmsford Street, Lowell, MA 01851
- **Phone:** 978-250-9800
- **Fax:** 978-367-5900
- **Email:** brian.coopman@ukg.com
- **Federal ID#:** 04-2640942
- **Website Address:** www.ukg.com

b. Date business was established under current name.

On October 3, 2023, Kronos Incorporated underwent an entity conversion in accordance with Massachusetts General Laws 156D §§ 9.50-56 and has been renamed and rebranded as UKG Kronos Systems, LLC. As a matter of law, UKG Kronos Systems, LLC is considered the same business entity as Kronos Incorporated.

Prior to the entity conversion, Kronos Incorporated had been in business since 1977.

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

UKG Inc., parent company to UKG Kronos Systems LLC, employs approximately 14,000 employees worldwide.

d. Type of ownership or legal structure of business

Private Company

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

UKG is dedicated to completing all its contractual engagements with its customers and has thousands of delighted customers. There may be rare occurrences when contracts are terminated by a customer based on their business circumstances or, in even more rare instances, where they have determined that they prefer another solution. These are unique situations and occur despite UKG's effort to complete the contract. UKG cannot divulge specific circumstances of its confidential customer situations.

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?

From time to time and in the ordinary course of our business, the company or its subsidiaries is involved in a variety of claims, demands, suits, investigations, or proceedings, including actions concerning contracts, intellectual property, and employment matters. While it is not possible to predict the outcome of these matters with certainty, we do not expect the results of any of these actions to have a material adverse effect on our business or financial condition or on our ability to provide products or services to you.

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

No.

h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

Included as **Appendix 8** – UKG Additional Agreements.

5.4 EXPERIENCE

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information:

Relevant/Comparable Contract #1

a. Scope of services/contract description.

Ann Arbor Police Department, MI - TeleStaff as its primary scheduling solution for special event deployments and notifications; UKG Pro HCM for HR and Payroll.

b. Dollar value of contract.

Estimated Annualized Contract Value - \$25,000

c. Assigned project personnel.

UKG Sales and Professional Services

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Jason McKinley, (810) 623-3971, jmckinley@a2gov.org

Relevant/Comparable Contract #2

a. Scope of services/contract description.

City of Memphis, TN - Former Workforce Central customer that migrated to UKG Pro Workforce Management and UKG TeleStaff for 9,200 employees

b. Dollar value of contract.

Estimated Annualized Contract Value - \$1.3 million

c. Assigned project personnel.

UKG Sales and Professional Services

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Sgt Russell Mooney, (901) 314-4446, russell.mooney@memphistn.gov

Relevant/Comparable Contract #3

a. Scope of services/contract description.

City of Waukesha, WI - UKG Pro Workforce Management for 950 employees and UKG Pro HCM for 1,300 employees.

b. Dollar value of contract.

Estimated Annualized Contract Value - \$150,000

c. Assigned project personnel.

UKG Sales and Professional Services

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Patricia Erickson, ERP, (262) 524-3573, perickson@waukesha-wi.gov

Relevant/Comparable Contract #4

a. Scope of services/contract description.

Las Vegas-Clark County Library District - Former Workforce Central agency that migrated to full suite UKG Ready (WFM and HCM) for 750 employees.

b. Dollar value of contract.

Estimated Annualized Contract Value - \$125,000

c. Assigned project personnel.

UKG Sales and Professional Services

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Glodia Thomas, HRIS Manager, (702) 507-6238, thomasgl@lvccld.org

Relevant/Comparable Contract #5

a. Scope of services/contract description.

City of Southlake, TX - Workforce Central customer migration to UKG Ready Time WFM for 575 employees.

b. Dollar value of contract.

Estimated Annualized Contract Value - \$60,000

c. Assigned project personnel.

UKG Sales and Professional Services

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Dylan Welch, Human Resources Business Partner, Systems, (817) 748-8313, dwelch@ci.southlake.tx.us

5.5 PRODUCT INFORMATION/SERVICE CAPABILITY

Provide detailed information on service capabilities of your offering. This information shall detail how the Supplier's solution meets the requirements of this RFP.

a. Detail how supplier is currently in compliance with all relevant regulations for the HR software market. Provide documentation of appropriate certifications and licenses, if applicable.

UKG Inc. and its subsidiaries comply with all relevant laws and regulations applicable to Supplier's business in performing its obligations worldwide. The company maintains a robust compliance program covering a variety of laws and regulations that impact its operations around the globe.

b. Demonstrate how Software is implemented, what training curriculum's entail, and what the implementation process entails.

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member. (p.20)

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition the customer's existing human capital management and workforce management (where applicable) functions from your legacy provider to the Applications. UKG's deployment methodology includes the following phases:

- **Welcome Phase:** Preliminary preparation involves four basic elements: UKG's internal orientation meeting, customer preparation, a project team initial kick off meeting and software installation.
- **Requirements Phase:** UKG will perform an analysis by interviewing key people from different functional areas. Information that has been gathered during the analysis process is used to determine the current system set up, the new system definition requirements and allow us to determine the best fit between the customer's business requirements and the functional capabilities of the UKG Pro products.
- **Build Phase:** This phase includes configuration, integration, and conversion.
- **Test Phase:** Testing is one of the most critical functions of the Launch process. UKG recommends functional and parallel testing.
- **Go-Live Phase:** This phase consists of UKG assisting the customer with the first live processing of the functionality that is being implemented. In this phase, the consultant officially transitions the customer's support to the UKG Product Support Team.

UKG will assign project team resources based on availability and bandwidth at the time of contract and the final scope of the project. Should UKG be considered a finalist, we are happy to provide additional details regarding potential project resources and their relevant experience. Below is a summary of the UKG project team roles and typical experience.

Depending on the final scope, the UKG project team may consist of the following UKG personnel:

Practice Manager

- Responsible for Customer's overall satisfaction with the UKG project 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, along with the rest of the UKG project team, ensures the UKG solution will meet the Customer Relationship criteria.
- 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 collaborative tools and workspaces that include 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 UKG Project Manager is the primary contact for the Customer's deployment project team.

UKG Consultant

- Utilizes their industry experience and domain knowledge to guide and facilitate discussions geared toward delivering a solution that meets the customer's desired business outcomes.
- Makes recommendations based on experience and in conjunction, reviews and considers the business requirements for the project.
- Configures the solution by persona based on customer requirements.
- Unit tests the solution and ensures any issues are documented and addressed.

Integration Consultant

- Facilitates discussions to collect interface design requirements.
- Configures and tests interfaces.
- Supports questions on function and usage of each.

Cloud Build Manager

- Responsible for the review and first tier technical discussion on Cloud Services purchased and available Cloud offerings.
- Lead customer in discussions, Q&A and where to find supporting documentation on Cloud Services/Offerings

- Assist the customer, UKG and Partner implementation teams in understanding and following the standard Cloud implementation processes and procedures
- Align with the customer, UKG and Partner implementation teams to deliver and manage the request of the Cloud Services purchased and other available Cloud offerings selected within timeline and scope of the project
- Aid the customer, UKG and Partner implementation teams in planning the go-live activities to coincide with the Cloud go-live approval and audit requirements
- Manage acquiring Cloud subject matter experts/technical resources for technical calls which may be required to support customer technical resources in defining variables of the purchased Cloud Services and available Cloud offerings.

Executive Relationship Manager

- Acts as customer advocate and overall relationship manager for UKG.
- Works to ensure the customer has a consistent and satisfying experience with UKG.
- Provides a central point of contact for the customer after the project is completed.

Education Consultant / Training Specialist

- Holds the knowledge and certifications to guarantee customers the best learning experience.
- Leads attendees through content presentations, guided exercises and individual practice exercises to increase proficiency with the UKG solution.

c. Provide a list of any third-party suppliers that might be utilized during implementation and any third-party terms and conditions that would apply.

UKG offers products facilitated by third-parties to meet the needs of participating public entities. These solutions may have additional terms and conditions, in addition to the UKG Master Services Agreement, and can be found at <https://www.ukg.com/services-descriptions> and/or attached.

Additional terms and conditions associated with these partners are provided in **Appendix 9**.

d. Provide detailed information on training capabilities for your offering.

At UKG, we understand that one size doesn't fit all regarding education. That's why we provide customized training to project team members, managers, administrators, and IT staff members. Our blended approach includes self-paced training, webinars, instructor-led training, and a user adoption resource center. We offer individualized, role-based, just-in-time learning to prepare your core project team and increase user acceptance of your new solution. Additionally, we provide instructor-led training, demonstrations, and hands-on education to ensure that your functional and technical team members are fully prepared for deployment and ongoing support of your solution. Our User Adoption Resource Center provides expert answers, coaching, and tools to ensure solution adoption.

e. Provide a list of the top software and programs Supplier's offering can integrate with.

One size does not fit all when it comes to connecting and syncing data across the different solutions you may be using to run your business, regardless of if they're in the cloud or not. UKG Integration Hub provides you with the flexibility to securely get data wherever it needs to go quickly and easily. We support customers' needs to use file transfer and/or APIs, when available.

UKG has developed Integrations across 500+ vendors and our integration experience includes vendors such as ADP, Ceridian/Dayforce, CGI, Cigna, Delta Dental, Ellucian Banner, Empower, Fidelity, Great Plains, Lawson, MetLife, Oracle PeopleSoft, SAP, Tyler Technologies, Workday and many more.

f. Provide any multi-factor authentication features, if applicable.

Multi-factor Authentication (MFA) provides added security by requiring users to enter a supplied code to verify that they are who they say they are. The code "validates" the user for a period of time set by the system administrator. When the period expires, the user will be required to re-authenticate. If your agency uses Multi-factor Authentication, there are three methods that can be used to retrieve the code:

- Email - code sent to the user's email address
- SMS - code sent to the user through text message
- Token - code provided by a password authenticator. This method requires users to have an authenticator installed on their device.

UKG products support SAML 2.0 which then allows the client to use their existing Identity Provider (IdP) to manage their user accounts and credentials, including the use of multi-factor authentication if enabled in their IdP system.

g. Provide a list of Distributors, if applicable.

Not applicable.

h. Detail the process for software migration and the parties that will be involved.

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition the customer's existing human capital management and workforce management (where applicable) functions from your legacy provider to the Applications. UKG's deployment methodology includes the following phases:

- **Welcome Phase:** Preliminary preparation involves four basic elements: UKG's internal orientation meeting, customer preparation, a project team initial kick off meeting and software installation.

- **Requirements Phase:** UKG will perform an analysis by interviewing key people from different functional areas. Information that has been gathered during the analysis process is used to determine the current system set up, the new system definition requirements and allow us to determine the best fit between the customer's business requirements and the functional capabilities of the UKG products.
- **Build Phase:** This phase includes configuration, integration, and conversion.
- **Test Phase:** Testing is one of the most critical functions of the Launch process. UKG recommends functional and parallel testing.
- **Go-Live Phase:** This phase consists of UKG assisting the customer with the first live processing of the functionality that is being implemented. In this phase, the consultant officially transitions the customer's support to the UKG Product Support Team.

Typically, employee master demographics data is migrated from your legacy system. Depending on the source, we would leverage a data import to import the initial employee information and then automate a recurring import for loading new and changed data from the employee master record in the HR system. A general best practice for historical legacy data is to back up the data to be accessed by third-party reporting tools or keep it available in the current legacy system for access as required. Although it may be possible (each scenario is different), it is not recommended that detailed transactional type historical data be migrated mostly to eliminate the cost of what are usually very complex and expensive integrations.

UKG offers a robust API framework for any data conversion that provides extensibility and simplifies integration with other systems. The architecture allows access to all system resources through REST APIs, managed through a gateway that monitors individual API performance and SLA. Leveraging industry-leading Boomi integration tools, dozens of pre-built connectors are provided for common use cases such as people, payroll, and accruals.

UKG takes a consultative approach when implementing its solutions. A customer can expect the UKG team to offer recommendations based on our experience that are customer and project specific. Examples may include recommended changes to payroll processes, posting of schedules, managing timecard exceptions, managing time off requests, and overall business process improvement regarding your workforce management and human capital management strategies.

As with any system deployment, we can anticipate operational and organizational change to occur because of your initiatives. Our experience reveals that there are several guiding principles/activities that are crucial to success, due to the challenges associated with bringing together industry best practices, specific user requirements, and software functionality in an agency like yours. The guiding principles/activities that will drive our success include:

- Focusing on outcomes driven by business requirements as opposed to tasks
- Identifying and prioritizing processes and associated impacts
- Examining processes holistically as well as independently
- Understanding the linking of processes, workflows, and various departments

- Understanding the role of decision points across processes and departments
- Capturing the information as close to the source as possible

i. Detail the process for software upgrades and the parties that will be involved.

Our offering is a multi-tenant SaaS solution. As such, we manage all hardware, software, enhancements, and maintenance to the application code layer. Minor releases are delivered monthly and major releases are delivered quarterly. These releases include new opt-in features and maintenance code. Each customer is updated concurrently during each release cycle, so every customer remains on the latest software version. Clients are notified of planned enhancements 30 days prior to the release; notifications include links to new features, detailed descriptions, and before-and-after behavior details.

j. Detail what technical support is provided for the life of the product and how service issues will be handled.

Support is included with your purchase of a UKG solution. Support includes 24/7 Mission Critical support for infrastructure outages – if your system is down, we’ll get you back up and running quickly. Support calls are routed through our UKG Customer Relationship team. A call coordinator triages the call and determines the priority based on the issue and your need. Customers registering with their site ID are automatically routed to the support group queue specific to their product. Response times are determined by solution priority level and the call coordinator prioritizes calls based on the UKG solution service level agreement:

Priority Based Support

UKG provides support on a “priority” basis. As such, customers with the most critical request(s) will be serviced first. Below is an example. Please note that target response times will vary depending on the UKG solution:

- **Priority Level: High**
 - Target Response Time: Thirty (30) minutes or immediately via Rapid Response
 - A critical Customer issue with no available workaround where the Subscription Services cannot be accessed or where the Subscription Services are experiencing significant system degradation, such as:
 - Cloud outage
 - Unable to sign-off timecards
 - Payroll data accuracy or inability to process payroll
 - Totals are not accurate
 - Unable to collect punches from terminals
 - Unable to access a critical function within the Subscription Services

- **Priority Level: Medium**
 - Target Response Time: One (1) business hour or immediately via Rapid Response
 - A serious Customer issue which impacts the ability to utilize the Subscription Services effectively, such as:
 - Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes, but balances are accurate)
 - Data display inaccuracies or inconsistencies across multiple tasks
 - Application performance is inconsistent or fluctuates
- **Priority Level: Low**
 - Target Response Time: Within two (2) business hours
 - Non-critical Customer issues generally entail 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?

UKG Service Escalation Guidelines

- **Critical Outages:** UKG will provide continuous effort on all high-priority events through either bug identification, the development of a workaround, or problem resolution. The case may be passed to the after-hours team if this effort goes beyond normal business hours. On-going continuous attempts may also depend on the customer's ability to provide a resource to work with UKG during this period.
- **Technical Escalation:** UKG's case resolution process is a team-based approach structured around specific features within our solution and staffed by support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case, based on severity and complexity, to ensure the fastest resolution time possible. The teams are also integrated with the Development Engineering and Cloud Operations teams. They engage their assistance and technical guidance when necessary and directly escalate depending on case severity and time to resolve considerations. An Escalation Manager may be assigned as a single point of contact and communication regarding case resolution status, action plan development, resource integration, and implementation coordination for situations that contain multiple cases. The Escalation Manager remains engaged until the problem has been successfully remediated.
- **Management Escalation:** Customers may, at any time, ask to speak to the UKG support manager if they experience dissatisfaction with the level of service received concerning a specific case or service in general. To contact the UKG Customer Relationship manager, please call the UKG Customer Relationship Center and ask to speak to a manager.

- **Remote Support:** A web-based screen-sharing application that enables UKG to support you by empowering our support representatives to view your computer remotely. By connecting remotely, 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.

UKG Community

As a UKG customer, you will have access to the UKG Community where you can connect with UKG customers, partners and product experts to get help, training and share ideas. Discover the tools and resources you need to maximize your UKG solution, and tap into the educational offerings, remote customer support, eCase management, customer forums, documentation, and more that UKG experts support. This is our vibrant platform allowing for seamless and ongoing networking opportunities with peers. Highlighting a few statistics that make this platform stand out include:

- Our UKG Community houses over 150,000 members, including over 5,000 UKG Partners
- Among a recent quarter, members logged in 308,984 times, accumulated 367.k searches and viewed 2,340,780 pages!
- Community members continue to enthusiastically submit, collaborate, and vote on product enhancement ideas and our product teams continue to work these ideas into our products – testament to our innovative commitments.

Access to the UKG Community includes:

- **Support Cases** - Creating and managing support cases is easy in the Community through our Cases portal which enables you to quickly send in cases to our support team and get a full view of your cases to easily see cases by your solution ID, status, owner, and more. .
- **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 in the Community to answer.
- **Learn** - Community offers easy access to UKG training, thought leadership newsletters, and expert insight blogs. Community also provides unlimited access to tutorials, how-to's, 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 UKG 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 UKG Community improvements? UKG 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.

UKG Aspire Event

Aspire is an annual conference that celebrates UKG's customers. We do this by delivering on their expectations of value, partnership, forming connections, and making memories. Advantages include:

- Easy access to UKG experts for best practice solutions and instant support
- Holistic product learning through sessions, roadmap presentations, and demos
- Meaningful opportunities for peer-to-peer networking
- Intentional and inspiring thought leadership topics
- Inviting, inclusive, and immersive social experiences

5.6 PRICING

Suppliers shall provide a detailed breakdown of the price per user/license for the proposed system(s).

a. Provide details of and propose additional discounts for large number of users, minimum user, rebates or additional discounts (if offered).

A sample of UKG software, hardware, and professional services offerings is provided in the attached Price Book. Sample pricing provided is MSRP and is "not to exceed" for net new customers only. Upon award, a comprehensive price book for all readily available products will be provided to OMNIA Partners and the Lead Public Agency. Legacy products and those nearing end of engineering or end of life will not be included but are still available for customers waiting to make the transition to the latest UKG technology.

UKG is proposing a minimum 10 percent discount on most line items greater than \$1.00, though restrictions may apply. Additional discounts for volume, active promotions, or incentive programs will be negotiated on an individual basis for each agency and in accordance with current UKG sales policies and procedures, and customer's purchasing policies and procedures.

b. Provide costs for migration.

Customers migrate or upgrade from legacy UKG products on a like-for-like basis plus an applicable multiplier based on complexity of the migration, not to exceed 2x their current subscription cost.

Customers migrating from their legacy third-party systems to UKG systems will follow standard "not to exceed" pricing as detailed in the Order Form and Scope of Work.

c. Provide costs to upgrade software.

Customers migrate or upgrade from legacy UKG products on a like-for-like basis plus an applicable multiplier based on complexity of the migration, not to exceed 2x their current subscription cost.

Customers migrating from their legacy third-party systems to UKG systems will follow standard "not to exceed" pricing as detailed in the Order Form and Scope of Work.

d. Provide any training costs.

UKG will provide Training Services related to a Subscription Service as specified in the Order and in accordance with the applicable Statement of Work or Services Description. Each engagement is scoped by UKG and its partners after a thorough assessment process to truly understand the agency's needs so as to recommend a viable and long-term solution. Rates through this OMNIA Partners agreement are discounted from list price to ensure greater value for the participating public agencies.

e. Provide any implementation costs.

UKG will provide Implementation Services related to a Subscription Service as specified in the Order and in accordance with the applicable Statement of Work or Services Description. Each engagement is scoped by UKG and its partners after a thorough assessment process to truly understand the agency's needs so as to recommend a viable and long-term solution. Rates through this OMNIA Partners agreement are discounted from list price to ensure greater value for the participating public agencies.

f. Provide payment methods and terms.

UKG understands the flexibility required by participating public agencies in accordance with procurement rules and policies. UKG conducts a thorough needs assessment with every agency to understand their fiscal policies and budget cycles and presents tailored payment methods and terms for every order. Details include currency, term, uplift percentage, shipping terms, ship method, freight term, renewal term, and payment terms (e.g. Net 30 days)

g. Provide any technical support fees.

Technical support fees are generally included in the UKG subscription cost as outlined in the UKG SaaS Support Policies and Services at <https://www.ukg.com/saas-support-policies-and-services>. Additional technical support options may be available for purchase depending on the criticality of the participating public agency's needs, as determined in the thorough needs assessment and throughout the lifecycle of the agency's term.

h. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience fee, if allowable, per the Visa Operating Regulations.

Not applicable.

Price Book

Product Name	MSRP
UKG Pro Pay and People Center	\$ 22.00
HR Only Employees	\$ 8.00
Global Employees	\$ 8.00
UKG Pro Limited Access (fka Terminated Web Employees)	\$ 2.00
UKG Pro Talent Acquisition	\$ 6.00
UKG Pro Recruiting	\$ 3.00
UKG Pro Onboarding	\$ 3.00
UKG Pro Candidate Texting	\$ 0.30
UKG Pro Performance and Coaching	\$ 7.00
UKG Pro Performance Reviews	\$ 3.00
UKG Pro Succession	\$ 3.00
UKG Pro Coaching and Development	\$ 4.00
<i>UKG Pro Career Designer</i>	\$ 4.00
UKG Pro Compensation	\$ 4.00
UKG Pro Learning	\$ 8.00
External Learners in UKG Pro Learning (fka UltiPro Learning)	\$ 2.00
UKG Pro Employee Voice	\$ 4.00
UKG Pro Benefits Administration	\$ 6.00
<i>UKG Pro Benefits Hub</i>	\$ 6.00
UKG Pro Document Manager	\$ 4.00
UKG Pro People Assist	\$ 4.00
UKG Pro Talk	\$ 2.00
UKG Great Place To Work Hub	\$ 6.00
UKG Pro Employee Pay	\$ 2.00
Interface Files	
BI Reports	
UKG Pro Employee Pay (fka UltiPro Employee Pay)	
UKG Pro Check Printing (fka UltiPro Check Printing Services)	
Year End Tax Forms (W2, 1099, T4, RL-1, 1095)	
UKG Pro Communications Broadcast-Text Notifications (fka UltiPro Community Broadcast – Text Notifications)	
UKG Pro HCM NPRD (add-on)	\$ 10.00
US Customers Adding Canadian Employees AFTER the initial sale	
UKG Pro Workforce Management (Hourly)	\$ 12.00
UKG Pro Workforce Management (Salaried)	\$ 7.00
UKG Pro Scheduling	\$ 1.50
UKG Pro Advanced Scheduling	\$ 3.50

UKG Pro Forecasting	\$ 6.00
UKG Pro Rotation Schedule	\$ 1.00
UKG Pro Workforce Management Analytics	\$ 2.50
UKG Pro Workforce Management Healthcare Productivity	\$ 5.50
UKG Pro People Analytics with Pro WFM Data	
UKG Pro People Analytics with Pro WFM Data Premium	
UKG Pro People Analytics with Pro WFM Data Enterprise	
UKG Pro Workforce Management Data Hub Enterprise	
UKG Pro Workforce Management Data Hub Premium	\$ 0.25
UKG Pro Accruals	\$ 1.50
UKG Pro Leave (includes Accruals)	\$ 3.00
UKG Pro Attendance	\$ 3.50
UKG Pro Absence (Includes Attendance, Leave, and Accruals)	\$ 3.50
UKG Pro Activities	\$ 3.50
UKG Pro Gaming	\$ 1.00
UKG Pro WFM Talk	\$ 3.50
UKG Pro WFM PointClickCare Census Import	\$ 0.50
UKG Pro Auctions	\$ 3.50
UKG Pro Strategic Workforce Planning	\$ 6.00
UKG Dimensions Additional Non-Production Environments	\$ 0.40
UKG Dimensions Additional SFTP (2 included at no additional charge)	\$ 65.00
UKG Dimensions Additional VPN (2 included at no additional charge)	\$ 195.00
UKG Dimensions Microsoft Outlook Integration (fka Workforce Dimensions Microsoft Outlook Plug-In)	\$ 1.00
UKG Dimensions Google Integration (fka Workforce Dimensions Add-In Google Sheets and Calendar)	\$ -
UKG One View Connect	\$ 10.00
UKG One View Managed Services	
UKG One View Managed SaaS Fee	
UKG One View Payments	

UKG Pro Workforce Management (WFM) (Formally UKG Dimensions)	Standard License	Seasonal License
Cloud Only - PEPM	US\$	US\$
	Suggested	Suggested
Description	Retail	Retail
Core Products		
UKG PRO TIMEKEEPING HOURLY	\$10.00	\$13.00
UKG PRO TIMEKEEPING SALARIED	\$5.00	\$6.50
Activities		
UKG PRO ACTIVITIES (Formerly Work)	\$2.50	\$3.25
Absence Management Products		
UKG PRO ACCRUALS	\$1.00	\$1.30
UKG PRO LEAVE (Includes Accruals)	\$2.00	\$2.60
UKG PRO ABSENCE (Includes Attendance, Leave and Accruals)	\$2.50	\$3.25
Gaming		
UKG PRO GAMING	\$0.50	\$0.65
Talk		
UKG PRO WFM TALK	\$2.50	\$3.25
Auctions		
UKG PRO AUCTIONS	\$2.50	\$3.25
Strategic Workforce Planning		
UKG PRO STRATEGIC WORKFORCE PLANNING	\$5.00	\$6.50
Scheduling Products		
UKG PRO SCHEDULING	\$1.00	\$1.30
UKG PRO ADVANCED SCHEDULING (includes UKG Pro Scheduling)	\$2.50	\$3.25
UKG PRO FORECASTING (Includes UKG Pro Advanced Scheduling) (Formerly called: Optimized Scheduling With Forecasting)	\$5.00	\$6.50
UKG PRO ROTATION SCHEDULE	\$0.50	\$0.65
UKG PRO WFM POINTCLICKCARE CENSUS IMPORT	\$0.30	
US and Canada only, no Seasonal		
Requires: UKG PRO ADVANCED SCHEDULING		
or		
UKG PRO FORECASTING (Includes UKG Pro Advanced Scheduling)		
Count must match		

Required Quote Note QT-42835: For the PointClickCare Census Data Import, the following terms apply: a) Kronos may terminate this integration on 30 days’ written notice; b) responsibility for PointClickCare API availability, stability and proper function remains with PointClickCare; and c) customer is required to enter into a contract with PointClickCare prior to subscribing to the EMR PointClickCare solution

Clinical Scheduling Extensions		
UKG PRO CLINICAL SCHEDULING EXTENSIONS (Requires Clinical Scheduling Ext. Encryption Gateway)	\$5.00	\$0.00
Note: UKG PRO Clinical Scheduling Extentions is a manual license code which is sent to Cloud Services - Licensing team for installation.		
UKG PRO CLINICAL SCHEDULING EXTENSIONS ENCRYPTION GATEWAY	\$0.00	
Note: Part number 8605325-000 is required when ordering Encryption Gateway. Encription Gateway is sold as a quantity of 1 per customer.		
Analytics Products		
UKG PRO WORKFORCE MANAGEMENT ANALYTICS	\$2.00	\$2.60
UKG PRO WORKFORCE MANAGEMENT HEALTHCARE PRODUCTIVITY (Includes UKG Pro Workforce Management Analytics)	\$4.50	\$5.85
Data Hub		
UKG PRO WORKFORCE MANAGEMENT DATA HUB ENTERPRISE	\$0.00	\$0.00
UKG PRO WORKFORCE MANAGEMENT DATA HUB PREMIUM	\$0.10	\$0.13
Add-In		
UKG PRO WORKFORCE MANAGEMENT GOOGLE INTEGRATION (Requires 4 hours of PS, or applicable Onboarding Fees) (Formerly called: ADD-IN GOOGLE SHEETS AND CALENDAR)	\$0.00	
UKG PRO WORKFORCE MANAGEMENT OUTLOOK INTEGRATION (Requires 4 hours of PS, or applicable Onboarding Fees) (Formerly called: Microsoft Outlook Plugin)	Tiered Pricing 1 to 2,499\$1,500.00 2,500 to 4,999\$3,000.00 5,000 to 9,999\$6,000.00 > 10,000\$12,000.00	
Integrations		
UKG PRO WFM INTEGRATION TO UKG TELESTAFF	\$0.00	
UKG PRO WFM INTEGRATION TO UKG WORKFORCE PLANNER	\$0.00	
Other		
UKG PRO WORKFORCE MANAGEMENT NON-PROD ADDITIONAL TENANT	\$0.25	
Full Term Only		
Existing customers that original purchased SAAS-WFD-ADD-TENANT with Tiered pricing will continue to order using the Tiered part #.		
UKG PRO WFM NON-PROD ADDITIONAL TENANT	Tiered Pricing	
Full Term Only		
		\$500.00
		\$500.00
		\$1,000.00
		\$1,500.00

	\$2,500.00	
	\$5,000.00	
	\$10,000.00	
	\$20,000.00	
	\$37,500.00	
UKG PRO WORKFORCE MANAGEMENT SFTP LICENSE	\$50.00	
UKG PRO WORKFORCE MANAGEMENT ADDITIONAL VPN	\$150.00	
UKG DIMENSIONS TAX FILING BY BSI	Tiered Pricing	
	Equal to or less than, 1000 Employees (Base)	\$700.00
	1001 to 2000 Employees	\$0.70
	2001+ Employees	\$0.25
UKG DIMENSIONS GOOGLE FOR WORK SETUP FEE	\$5.00	
UKG DIMENSIONS PAYROLL SERVICES ADDITIONAL EIN'S(For each EINs greater than 2)	\$550.00	
UKG DIMENSIONS PAYROLL SERVICES ONE TIME SETUP FEE (Includes 2 EINs)	\$3,000.00	

Success Offerings

Offering	Fee
ESSENTIALS	\$ -
TECHNICAL ACCOUNT MANAGER (TAM)	\$ 130,000
ENHANCED CUSTOMER SUCCESS PLAN	10%
TECHNICAL ACCOUNT MANAGER (TAM)	\$ 130,000

Hardware - UKG InTouch™ DX G2	US Retail					
	Suggested	Device SW	Device SW	Depot	Depot	Per
Description	Retail	Maintenance <99 terminals	Maintenance >100 terminals	Repair	Exchange	Event
UKG InTouch DX G2 with Bar Code Badge Reader	\$4,495.00	\$175.00	\$109.00	\$225.00	\$300.00	\$1,600.00
UKG InTouch DX G2 with Magnetic Stripe Card Reader	\$4,695.00	\$175.00	\$109.00	\$225.00	\$300.00	\$1,675.00
UKG InTouch DX G2 with HID Proximity Card Reader	\$5,325.00	\$175.00	\$109.00	\$225.00	\$300.00	\$1,950.00
UKG InTouch DX G2 with Smart Card Reader	\$5,435.00	\$175.00	\$109.00	\$225.00	\$300.00	\$2,000.00
UKG InTouch DX G2 with Legic Reader	\$5,435.00	\$175.00	\$109.00	\$225.00	\$300.00	\$2,000.00
InTouch DX/DX G2 North America Power Kit For External AC Outlet	\$0.00					
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	\$1,485.00	-	-	\$108.00	\$135.00	\$625.00
Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2	\$1,650.00			\$120.00	\$150.00	\$700.00
Wi-Fi Option Kit for InTouch DX G2	\$360.00					
InTouch Linear Imager Bar Code Scanner Option	\$975.00	-	-	\$65.20	\$81.50	\$420.00
InTouch DX/DX G2 NIMH Backup Battery Option	\$420.00					
InTouch DX/DX G2 External Reader Board Option	\$145.00					
InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	\$145.00					
Universal Relay Option	\$315.00					
InTouch Remote HID MiniProx Reader Option	\$700.00	-	-	\$46.40	\$58.00	\$375.00
InTouch Remote HID ProxPro Reader Option	\$700.00	-	-	\$46.40	\$58.00	\$375.00
Spare Parts - UKG InTouch DX G2						
InTouch DX/DX G2 Enclosure Top Filler Plate	\$7.50					
InTouch DX/DX G2 Replacement Enclosure Back Cover	\$100.00					
InTouch Replacement Security Screw Removal Tool	\$6.00					
InTouch DX Replacement Hardware Accessory Packet	\$10.00					
InTouch DX Replacement Reset Switch Access Door	\$7.50					
InTouch DX Replacement WiFi Option Access Door	\$7.50					
InTouch DX Replacement Internal Power Transformer	\$235.00					
InTouch DX Replacement 6' Power Cord - North America	\$18.00					

UKG Pro WFM Professional Services		
UKG Pro Workforce Management Professional Services include implementation and consulting services.		
Part Description	USD\$	Notes
SMB		
UKG PRO WORKFORCE MANAGEMENT ONBOARDING SERVICES SMB	\$200	Billing Role = Kronos Consultant, Integration Consultant, Informatics Consultant, Management Consultant, Analytics Consultant, Data Hub Consultant, Integration Strategic Service, Project Manager
UKG PRO WFM READINESS ADVISORY SERVICES SMB	\$5,500.00	Billing Role = Kronos Consultant
UKG PRO WORKFORCE MANAGEMENT SMB ONBOARDING FEE	quoted	Billing Role = Grouped
UKG PRO WFM SMB ONBOARDING A LA CARTE FEE	quoted	Billing Role = Grouped
UKG PRO WORKFORCE MANAGEMENT MIGRATION SMB	\$0.00	Billing Role = Kronos Consultant, Integration Consultant, Informatics Consultant, Management Consultant, Analytics Consultant, Data Hub Consultant, Integration Strategic Service, Project Manager
ENTERPRISE		
UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	\$220	Billing Role = Kronos Consultant, Integration Consultant, Informatics Consultant, Management Consultant, Analytics Consultant, Data Hub Consultant, Integration Strategic Service, Project Manager
UKG PRO WFM READINESS ADVISORY SERVICES ENTERPRISE	\$11,000.00	Billing Role = Kronos Consultant

UKG PRO WORKFORCE MANAGEMENT MIGRATION ENTERPRISE	\$0.00	Billing Role = Kronos Consultant, Integration Consultant, Informatics Consultant, Management Consultant, Analytics Consultant, Data Hub Consultant, Integration Strategic Service, Project Manager
ENTERPRISE and SMB		
UKG PRO WFM READINESS ADVISORY SERVICES	\$235.00	Billing Role = Kronos Consultant
UKG PRO WORKFORCE MANAGEMENT ADVISORY SERVICES	\$275.00	Billing Role = Strategic Advisor
UKG PRO WORKFORCE MANAGEMENT ADVANCED TESTING SERVICES	\$205.00	Billing Role = Kronos Consultant
UKG PRO WORKFORCE MANAGEMENT EDUCATION CONSULTING	\$220.00	Billing Role = Education Consultant
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	\$3,000.00	Billing Role = Education Consultant
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION SERVICES	\$220.00	Billing Role = Education Consultant
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	\$3,000.00	Billing Role = Education Consultant
UKG PRO WORKFORCE MANAGEMENT ANALYTICS PROMO SETUP	\$0.00	Billing Role = Kronos Consultant or Integration Consultant or Informatics Consultant or Management Consultant or Analytics Consultant or Vision Consultant or Integration Advisor
UKG PRO WORKFORCE MANAGEMENT INTEGRATION BUILD SERVICES	\$110.00	Billing Role = Integration Build Consultant
UKG PRO WFM EFR- ENGINEERING FEATURE REQUEST	\$240.00	Billing Role = Technology Consultant
UKG PRO WFM EFR - ENGINEERING FEATURE REQUEST FIXED FEE	Call for Quote	Billing Role = Grouped
UKG PRO WORKFORCE MANAGEMENT ENGINEERING DISCOVERY	\$240.00	Billing Role = Technology Consultant
UKG PRO WFM ENGINEERING DISCOVERY FIXED FEE	Call for Quote	Billing Role = Grouped
UKG PRO WFM ADVISORY SERVICES FIXED FEE	\$240.00	Billing Role = Kronos Consultant
UKG PRO WFM ADVANCED TESTING SERVICES FIXED FEE	\$205.00	Billing Role = Kronos Consultant
UKG PRO WORKFORCE MANAGEMENT DATA EXTRACTION TOOLKIT	\$16,500.00	Billing Role = Integration Consultant
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Call for Quote	

APPLICATION MAINTENANCE SERVICES

UKG PRO WFM INTEGRATION / API APPLICATION MAINTENANCE

Call for Quote

Billing Role = Integration
Consultant

MANAGED SERVICES

UKG WORKFORCE MANAGEMENT EEC - HELP DESK

Call for Quote

UKG WORKFORCE MANAGEMENT MANAGED APPLICATION SERVICES

Call for Quote

Passport for UKG Pro WFM		US\$
Table of Contents		Suggested
Description		Retail PEPM
Passport InTrack		
PASSPORT INTRACK ESSENTIALS	UKG Pro Timekeeping (WFM)	\$2.00
PASSPORT INTRACK ESSENTIALS ADDITIONAL MANAGER LICENSE	Passport inTrack Essentials	\$10.00
PASSPORT INTRACK ENTERPRISE	UKG Pro Timekeeping (WFM)	\$6.00
PASSPORT INTRACK ENTERPRISE ADDITIONAL MANAGER LICENSE	Passport inTrack Enterprise	\$30.00
PASSPORT INTRACK PRO	UKG Pro Timekeeping (WFM)	\$4.00
PASSPORT INTRACK PRO ADDITIONAL MANAGER LICENSE	Passport inTrack Pro	\$20.00
Passport InOrder		
PASSPORT INORDER ESSENTIALS	UKG Pro Timekeeping (WFM)	\$4.00
PASSPORT INORDER ESSENTIALS ADDITIONAL MANAGER LICENSE	Passport inOrder Essentials	\$10.00
PASSPORT INORDER ENTERPRISE	UKG Pro Timekeeping (WFM)	\$12.00
PASSPORT INORDER ENTERPRISE ADDITIONAL MANAGER LICENSE	Passport inOrder Enterprise	\$30.00
PASSPORT INORDER PRO	UKG Pro Timekeeping (WFM)	\$8.00
PASSPORT INORDER PRO ADDITIONAL MANAGER LICENSE	Passport inOrder Pro	\$20.00
Passport Event Scheduling		
PASSPORT EVENT SCHEDULING ESSENTIALS	UKG Pro Timekeeping (WFM)	\$2.00
PASSPORT EVENT SCHEDULING ESSENTIALS ADDITIONAL MANAGER LICENSE	Passport Event Scheduling Essentials	\$10.00
PASSPORT EVENT SCHEDULING PRO	UKG Pro Timekeeping (WFM)	\$4.00
PASSPORT EVENT SCHEDULING PRO ADDITIONAL MANAGER LICENSE	Passport Event Scheduling Pro	\$20.00
Passport Add-ons		
PASSPORT LOTRACK	UKG Pro Timekeeping (WFM)	\$4.00
PASSPORT LOTRACK MANAGER ADDS-ON	Passport LoTrack	\$20.00
PASSPORT PLAN VERSES ACTUAL ROUTE ANALYTICS	Passport inOrder Enterprise or Pro	\$4.00
PASSPORT PLAN VERSES ACTUAL ROUTE ANALYTICS MANAGER ADD-ON	Passport Plan versus Route Analytics	\$20.00
	Passport inOrder Essentials, Enterprise, or Pro OR Passport inTrack Essentials, Enterprise, or Pro OR Passport Event Scheduling Essentials or Pro OR Passport LoTrack OR Passport Data Transformation	
PASSPORT DATA STORAGE - 100 GIG	Passport Data Transformation	\$100.00
PASSPORT DATA TRANSFORMATION	UKG Pro Timekeeping (WFM)	\$4.00
Passport Professional Services		Billing Role
		USD\$/hr
3RD PARTY PASSPORT PROFESSIONAL SERVICES	Third Party	\$215.00
3RD PARTY PASSPORT PROFESSIONAL SERVICES FIXED FEE	Grouped	Call for Quote

ThinkTime	Standard License	Seasonal License
	US\$	US\$
	Suggested	Suggested
Description	Retail	Retail
3rd Party Software		
UKG PRO TASK MANAGEMENT BY THINKTIME	\$5.00	\$6.50
3rd Party Professional Service		
3RD PARTY INSTALLATION UKG PRO WFM THINKTIME (Enterprise)	\$200.00	
	(SMB) \$180.00	
3RD PARTY UKG PRO WFM THINKTIME FIXED FEE	Call For Quote	
3rd Party Disk Space Overages		
THINKTIME - UKG PRO WFM DISK SPACE OVERAGE	\$0.25	

UKG Ready Software	US Retail
Table of Contents	US\$
	Suggested
Description	Retail PEPM
UKG Ready Time	
UKG READY TIME (Formerly Worforce Ready Time Keeping)	\$6.00
UKG Ready Accruals Manager	
UKG READY ACCRUALS MANAGER	\$1.00
UKG Ready HR	
UKG READY HR	\$6.00
UKG Ready Payroll	
UKG READY PAYROLL	\$6.00
UKG Ready Payroll Canada	
UKG READY PAYROLL CANADA	\$6.00
UKG Ready Payroll Services	
UKG READY PAYROLL SERVICES	\$1.75
UKG Ready Payroll Services With Smartcheck	
UKG READY PAYROLL SERVICES WITH SMARTCHECK	\$2.00
UKG Ready Payroll by Payroll Metrics	
UKG READY PAYROLL BY PAYROLL METRICS	n/a
UKG READY STP GATEWAY ASSIST BY PAYROLL METRICS	n/a
UKG READY DEDUCTION MANAGEMENT GATEWAY ASSIST BY PAYROLL METRICS	n/a
UKG READY EFT GATEWAY ASSIST BY PAYROLL METRICS	n/a
UKG READY PAYROLL BY PAYROLL METRICS - TRAINING (Flat Fee)	n/a
UKG READY PAYROLL BY PAYROLL METRICS - ADDITIONAL REMOTE SERVICES (per hour)	n/a
UKG READY PAYROLL BY PAYROLL METRICS ONE TIME SETUP FEE (Tiered Pricing)	n/a
UKG Ready ACA Manager	
UKG READY ACA MANAGER	\$0.50
UKG Ready Tax Filing by BSI	
UKG READY TAX FILING BY BSI	Tiered Pricing: Monthly Base: \$160.00 201ee - 500ee: \$0.57 501ee - 1000ee: \$0.79 1001ee - 2000ee: \$0.70 2001ee - 5000ee: \$0.25
UKG Ready Leave	
UKG READY LEAVE	\$1.50
UKG Ready Compensation	
UKG READY COMPENSATION	\$1.00
UKG Ready Scheduler	
UKG READY SCHEDULER	\$2.50

UKG Ready Access Control	
UKG READY ACCESS CONTROL	n/a
UKG Ready Attestation	
UKG READY ATTESTATION	\$0.50
UKG Ready Performance Management	
UKG READY PERFORMANCE	\$1.00
UKG Ready Recruiting	
UKG READY RECRUITING (Formerly Talent)	\$1.00
UKG Ready Integration Hub	
UKG READY INTEGRATION HUB	\$0.00
UKG Ready People Insights	
UKG READY PEOPLE INSIGHTS (Formerly Advanced People Analytics)	\$2.00
UKG Ready Learning	
UKG READY LEARNING	\$3.50
UKG Ready Benefits	
UKG READY BENEFITS	\$5.50
UKG Ready COBRA Administration Services	
UKG READY COBRA ADMINISTRATION SERVICES	\$1.50
Professional Services	
UKG READY UKG CONSULTANT (TIME AND MATERIALS)	\$187.50
Services	
UKG READY SETUP FEE	
UKG READY TAX FILING ADMIN SETUP FEE	
UKG READY TAX FILING ONE TIME SETUP FEE	
UKG READY ADDITIONAL SERVICES	

Hardware - Kronos InTouch™ DX	US Retail					
	US\$	**US\$	**US\$	US\$	US\$	US\$
	Suggested	Device SW	Device SW	Depot	Depot	Per
Description	Retail	Maintenance <99 terminals	Maintenance >100 terminals	Repair	Exchange	Event
Step 2: Select Power Option for InTouch DX						
InTouch DX/DX G2 North America Power Kit For External AC Outlet	\$0.00					
Step 3: Select Additional Options as required for InTouch DX						
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	\$1,485.00	-	-	\$108.00	\$135.00	\$625.00
Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2	\$1,650.00			\$120.00	\$150.00	\$700.00
Wi-Fi Option Kit for InTouch DX & InTouch 9100 H4	\$360.00					
InTouch Linear Imager Bar Code Scanner Option	\$975.00	-	-	\$65.20	\$81.50	\$420.00
InTouch DX/DX G2 NIMH Backup Battery Option	\$420.00					
InTouch DX/DX G2 External Reader Board Option	\$145.00					
InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	\$145.00					
Universal Relay Option	\$315.00					
InTouch Remote HID MiniProx Reader Option	\$700.00	-	-	\$46.40	\$58.00	\$375.00
InTouch Remote HID ProxPro Reader Option	\$700.00	-	-	\$46.40	\$58.00	\$375.00
Spare Parts - Kronos InTouch DX						
InTouch DX/DX G2 Enclosure Top Filler Plate	\$7.50					
InTouch DX/DX G2 Replacement Enclosure Back Cover	\$100.00					
InTouch Replacement Security Screw Removal Tool	\$6.00					
InTouch DX Replacement Hardware Accessory Packet	\$10.00					
InTouch DX Replacement Reset Switch Access Door	\$7.50					
InTouch DX Replacement WiFi Option Access Door	\$7.50					
InTouch DX Replacement Internal Power Transformer	\$235.00					
InTouch DX Replacement 6' Power Cord - North America	\$18.00					
InTouch DX Replacement 2M Power Cord - China	\$18.00					
InTouch DX Replacement 6' Power Cord - India	\$18.00					
InTouch DX Replacement 2M Power Cord - United Kingdom	\$18.00					
InTouch DX Replacement 2M Power Cord - Australia	\$18.00					
InTouch DX Replacement 6' Power Cord - Japan	\$18.00					
InTouch Replacement 6' Power Cord - EURO	\$18.00					
InTouch Replacement 2M Power Cord - South Korea	\$18.00					
InTouch Replacement 6' Power Cord - Argentina	\$18.00					
InTouch Replacement 2M Power Cord - South Africa	\$18.00					

Allowed Coverage for Clocks and Options		
Clocks		Allowed?
Depot Exchange		Yes
Depot Exchange		No
Depot Exchange		No
Depot Repair		Yes
Depot Repair		No
Depot Repair		No
Device SW Maintenance		Yes
Device SW Maintenance		No
Device SW Maintenance		No

KSS (UKG Solution Services) SoftwareTools v8			
	US\$	US\$	US\$
Please note that the KSS tools listed in this section fall under our Standard UKG Sales, Software License and Service Agreement.	Suggested	Gold*	Platinum*
Description	Retail	Support Services	Support Services
KSS Tool Attestation Tool Kit			
KSS Tool Attestation Tool Kit v8	\$15.00	\$3.30	\$3.75
KSS Tool Scheduling Attestation			
KSS Tool Scheduling Attestation V8	\$10,000.00	\$2,200.00	\$2,500.00
KSS Tool Full Time - Part Time Analysis Report			
KSS Tool Full Time - Part Time Analysis Report v8	\$5,000.00	\$1,100.00	\$1,250.00
KSS Tool UKG Time Capture for Cisco*			
Solution Services SFW Tools Professional Services	\$215.00	n/a	n/a
KSS Tool,UKG Time Capture For CISCO V8	\$31.50	\$6.93	\$7.88
KSS Tool Puerto Rico Meal Penalty Support			
KSS Tool Puerto Rico Meal Penalty Support v8	\$24,000.00	\$5,280.00	\$6,000.00

UKG Telestaff IVR			
Description	US\$ Suggested Retail	US\$ Gold* Support Services	US\$ Platinum* Support Services
UKG Telestaff IVR Service			
UKG TELESTAFF IVR SERVICE	\$0.00	\$0.00	\$0.00
UKG Telestaff IVR License Per Port			
UKG TELESTAFF IVR LICENSE PER PORT	\$2,500.00	\$550.00	\$625.00

UKG TELESTAFF CLOUD		US\$
Cloud Only - PEPM		
Table of Contents		Suggested
Description		Retail
UKG TELESTAFF CLOUD		
UKG TELESTAFF CLOUD		\$10.00
Note: UKG TELESTAFF CLOUD is a bundled item and includes the following items: Bidding Blueprints Bulk Data Extract Contact Manager Gateway Manager Global Access Institution Focus Intouch Timeclock Device SMS Manager		
UKG TELESTAFF CLOUD EXTRA DUTY EVENTS		
UKG TELESTAFF CLOUD EXTRA DUTY EVENTS		\$1.50
UKG TELESTAFF CLOUD NON-PROD ADDITIONAL TENANT		
UKG TELESTAFF CLOUD NON-PROD ADDITIONAL TENANT		\$0.60
Professional Services - TeleStaff		US\$/HR
TSG Professional Services	Project Manager, Engagement Principal,	
	Application Consultant, Solution Consultant, or	
	Integration Consultant	\$180
TSG Solution Services	KSS Consultant	\$215
TSG Technical Services	Technical Consultant	\$215

Software - UKG TeleStaff v7.1+			
	US\$	US\$	US\$
	Suggested	Gold*	Platinum*
Description	Retail	Support Services	Support Services
UKG TeleStaff Enterprise v7.1+			
UKG TELESTAFF Enterprise V7.1+	\$135.00	\$29.70	\$33.75
UKG TeleStaff Enterprise v7.5 ESD Software Kit	\$0.00		
UKG TeleStaff Enterprise v7.4 ESD Software Kit	\$0.00		
UKG TeleStaff Enterprise v7.3 ESD Software Kit	\$0.00		
UKG TeleStaff Enterprise v7.2 ESD Software Kit	\$0.00		
UKG TeleStaff Enterprise v7.1 ESD Software Kit	\$0.00		
UKG TeleStaff Global Access v7.1+			
UKG TELESTAFF GLOBAL ACCESS V7.1+	\$25.00	\$5.50	\$6.25
UKG TeleStaff Gateway Manager v7.1+ - one per customer			
UKG TELESTAFF GATEWAY MANAGER V7.1+	\$5,000.00	\$1,100.00	\$1,250.00
UKG TeleStaff Institution Focus v7.1+			
UKG TELESTAFF INSTITUTION FOCUS V7.1+	\$20.00	\$4.40	\$5.00
UKG TeleStaff Contact Manager v7.1+			
UKG TeleStaff Contact Manager v7.1+ is required on Version Upgrade orders; product \$0, maintenance			
UKG TELESTAFF CONTACT MANAGER V7.1+	\$15.00	\$3.30	\$3.75
UKG TeleStaff Bidding v7.1+ (Formerly Auctions)			
UKG TELESTAFF BIDDING V7.1+	\$50.00	\$11.00	\$12.50
UKG TeleStaff Blueprints v7.1+			
UKG TELESTAFF BLUEPRINTS V7.1+	\$0.00	\$0.00	\$0.00
UKG Telestaff Bulk Data Extract v7.1+			
UKG TELESTAFF BULK DATA EXTRACT V7.1+	\$0.00	\$0.00	\$0.00
UKG Telestaff SMS Manager v7.1+			
UKG TELESTAFF SMS MANAGER V7.1+	\$0.00	\$0.00	\$0.00
UKG Telestaff Intouch Timeclock Device v7.1+			
UKG Telestaff Intouch Timeclock Device v7.1+	\$0.00	\$0.00	\$0.00
UKG Telestaff Extra Duty Events v7.4+			
UKG Telestaff Extra Duty Events v7.4+	\$65.00	\$0.00	\$0.00
Professional Services - TeleStaff	T&M or Fixed Fee Hourly Rate US\$	Billing Role	
TSG Professional Services	\$180	Project Manager, Engagement Principal, Application Consultant, Solution Consultant, or Integration Consultant	

TSG Solution Services
TSG Technical Services

\$215
\$215

KSS Consultant
Technical Consultant



Software - EZCall			US\$ Suggested
Table of Contents			
Description	Part Number	Pricing Context	SaaS
UKG EZCALL	8604409-000	License	\$300.00
Workforce Periop Scheduler Powered By EZCall	8604410-000	License	\$300.00
UKG EZCall Setup Fee (for Kronos EZCall and/or WF Periop Users) The set up fee is per provider (per user). QTY the total of UKG EZCall and/or Workforce periOp Scheduler license count (combine count, if both) Billing Role: Grouped PSA Contact Type: Fixed Fee	9999800-100		\$150.00
Workforce Periop Scheduler by OR Room, Powered By EZCall	8604412-000	License	\$3,500.00
UKG EZCall Setup Fee (for WF Periop by OR Room) The set up fee is per provider (per room). QTY the total of Workforce periOp Scheduler by OR Room count (license count = number of rooms) Billing Role: Grouped PSA Contact Type: Fixed Fee	9999800-100		\$1,500.00
UKG EZCall Light	8604411-000	License	\$150.00
UKG EZCall Setup Fee (For UKG EZCall Light users) The set up fee is per provider (per user). QTY the total of UKG EZCall Light license count Billing Role: Grouped PSA Contact Type: Fixed Fee	9999800-100		\$50.00
UKG EZCall Enterprise Portal One per customer No Setup fees for Enterprise Portal and Portal Interface	8604560-001		\$25,000.00
UKG EZCall Enterprise Portal Interface Customers must own or be ordering EZCall Enterprise Portal to order EZCall Enterprise Portal Interface License = number of Departments	8604562-000	License	\$1,000.00
Subscription Software Service	SUB-SW-EZCALL		
Note: Billing Frequency: Annual in Advance Cloud Context: PEPY EZCall items may be quoted together, but cannot be combined with any other modules.			
Required Agreement(s): EZCALL Provider Scheduling Agreement - located on SharePoint https://kronos.sharepoint.com/teams/Legal%20Dept/Agreements/SitePages/Home.aspx			
Professional Services			Rate USD
Discounting over 15% needs Bradley Mclain's approval			
UKG EZCALL PRO SVCS ENTERPRISE Billing Role: UKG Consultant	9990141-PRO		\$200.00
UKG EZCALL PRO SVCS SMB Billing Role: UKG Consultant	9990142-PRO		\$180.00
EZCall Non-Prod Environment			USD
UKG EZCALL NON-PROD ENVIRONMENT	SAAS-EZCALL		Call for Quote
Call for Quote: Contact CSS reps (Corrie Halas, Courtney Green, Sam Glennon, and Pam Camerlin) for pricing.			
Required: 10 hours of Professional Services are required for the Non-Prod Environment. Use one of the two Professional Services parts list in the section above.			

Professional Services

Kronos Professional Services include implementation and consulting services.

[Table of Contents](#)

Implementation Services - Kronos offers implementation services for the mid-market and the enterprise.

Kronos Paragon™

Part Description	Part Number	USD\$	
Paragon Service	Part Number	US\$/hr	
Paragon Enterprise	9990002-ENT	\$220.00	
Paragon Hospital	9990002-HOS	\$220.00	
Paragon Retail	9990002-RET	\$220.00	
Paragon Mid-Market Field Team	9990002-MID	\$200.00	
Paragon Mid-Market	9990004-MID	\$200.00	Used to identify activity sized for Paragon Online, but delivered in the field.
Paragon Online Remote Team	9990002-ONL	\$200.00	
Paragon Online Time Essentials	9990004-ONL	\$200.00	
Paragon Online Data Launch Service	9990007-ONL	\$200.00	
Paragon Online iSeries*	9990008-ONL	\$205.00	*to be used for iSeries implementation performed by the Remote (non-Cleburne) team and tracked in PSA
Paragon Online Analytics	9990009-ONL	\$200.00	

Other Professional Services	Part Number	US\$/hr
Professional Services - Workforce Teletime	9990029-PRO	\$240.00
TTE - Implementation	9990002-TTE	\$220.00
Labor Analytics Implementation*	9990030-PRO	\$220.00

Professional Services 3i WebTA	PR SVC3I-000	**\$240.00	** will vary depending on Billing Role see WebTA page
Engineering Discovery	9990003-CED	\$103.50	Rate could vary by customer and will be provided by the project manager
Solution Services Discovery	9990003-KSS	\$240.00	
Solution Services Reporting	9990004-KSS	\$240.00	
Solution Services Consulting	9990010-KSS	\$240.00	
Paragon Senior Integration	9990070-PRO	\$240.00	Billing Role = Senior Integration Consultant
Professional Services ESP	9990038-PRO	\$220.00	
Consulting Svcs ESP	9990027-CON	\$220.00	
Advisory Services	9990117-CON	\$275.00	Billing Role = Strategic Advisor
UKG Advanced User Experience Performance Testing	9990264-PROF	\$220.00	
Monthly Dedicated - US offering only	Part Number	Per Month	
Monthly Dedicated - PM/SC/AC/ANALYTIC CONSLT/ MC/TC/IC****	9990003-DED	\$31,000.00	****Required for this part number: Quote Note: Monthly Dedicated Pricing Services
Monthly Dedicated - EC****	9990006-DED	\$31,000.00	****Required for this part number: Quote Note: Monthly Dedicated Pricing Services
Training delivered via Open Air	Part Number	US\$/hr	
C/T, EDUCATION CONSULTING	9999913-0	\$240.00	

SINGLE TERM TEMPLATE: This Order Form states the Monthly Dedicated Services for [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services. Monthly Dedicated Services means those dedicated services ordered by Customer on a monthly basis for an established fixed fee regardless of the number of hours used in the month but in no event to exceed 40 hours per week. Normal business hours (8 a.m. - 5 p.m.), Monday to Friday, excluding any Customer approved time (i.e., Customer holidays). At the end of the month in which dedicated professional services were provided to Customer, Kronos will invoice Customer the amount identified herein for the month in which the dedicated professional services were provided.

TWO TERM TEMPLATE: This Order Form states the Monthly Dedicated Services for [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services and [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services. Monthly Dedicated Services means those dedicated services ordered by Customer on a monthly basis for an established fixed fee regardless of the number of hours used in the month but in no event to exceed 40 hours per week. Normal business hours (8 a.m. - 5 p.m.), Monday to Friday, excluding any Customer approved time (i.e., Customer holidays). At the end of the month in which dedicated professional services were provided to Customer, Kronos will invoice Customer the amount identified herein for the month in which the dedicated professional services were provided.

THREE TERM TEMPLATE: This Order Form states the Monthly Dedicated Services for [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services, [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services, and [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services. Monthly Dedicated Services means those dedicated services ordered by Customer on a monthly basis for an established fixed fee regardless of the number of hours used in the month but in no event to exceed 40 hours per week. Normal business hours (8 a.m. - 5 p.m.), Monday to Friday, excluding any Customer approved time (i.e., Customer holidays). At the end of the month in which dedicated professional services were provided to Customer, Kronos will invoice Customer the amount identified herein for the month in which the dedicated professional services were provided.

Currenty, International Office are not utlizizing any of the items below for Consulting

Consulting Services - Kronos offers a full portfolio of Productivity, Technology, and Industry Consulting services.

Consulting Services Portfolio

Kronos' Services Portfolio provides comprehensive offerings for prospects and customers that will solve critical business issues through the entire lifecycle of their software investment, ensuring a

Consulting Services	Part Number	US\$/hr
Optimization Services	9990003-CON	\$240.00
Reporting Analysis	9990004-CON	\$240.00
Report Writing Services	9990007-CON	\$240.00
Database Support Services	9990009-CON	\$240.00
Technical Mentoring	9990010-CON	\$240.00
Change Management Consulting	9990011-CON	\$240.00
System Arch and Best Practices	9990015-CON	\$240.00
Project Management - BC Nontax	9990016-CON	n/a
		British Columbia only.

Consulting - BC Nontax	9990017-CON	n/a	British Columbia only.
Business Process Improvement	9990021-CON	\$240.00	
Workforce Management ROI Assessment	9990024-CON	\$240.00	
Change Management Planning	9990028-CON	\$240.00	
Empirical Study	9990029-CON	\$240.00	
Upgrade Technology Assessment	9990030-CON	\$240.00	
System Health Check - One Time	9990031-CON	\$240.00	
Upgrade Solution Assessment	9990032-CON	\$240.00	Technology, Application & System
System Health Check - Quarterly	9990033-CON	\$240.00	
Program Management	9990034-CON	\$240.00	
Frontline Labor Management Analysis	9990035-CON	\$240.00	
Enabling Email Notifications	9990036-CON	\$240.00	
Configuration Services in all Systems	9990037-CON	\$240.00	
System Integration Assessment	9990038-CON	\$240.00	
Roadmap Planning	9990039-CON	\$240.00	
Performance Management Standardization	9990041-CON	\$240.00	
Implementation Planning Study	9990042-CON	\$240.00	
Engagement Principal	9990043-CON	\$305.00	

Inventory Reduction & Evaluation	9990045-CON	\$275.00
Product Costing Consulting & Development	9990046-CON	\$275.00
Labor Standards Consulting	9990047-CON	\$275.00
Testing Services	9990048-CON	\$205.00
Operational Review	9990049-CON	\$240.00
Absence Management Program Planning	9990053-CON	\$250.00
Advanced Consulting Services	9990115-CON	\$220.00

UKG Professional Services

UKG Professional Services include implementation and technology services

Implementation Services - UKG offers implementation services for the mid-market and the enterprise.		
Part Description	USD\$	Notes
ENTERPRISE and SMB		
UKG Advanced User Experience Performance Testing (160 hr minimum)	\$220	Billing Role = Technology Consultant
UKG Standard User Experience Performance Testing	\$11,000.00	Billing Role = Technology Consultant

Great Place To Work		Standard License
Table of Contents		US\$ Suggested Retail
Description	Part Number	
Great Place To Work includes access to an annual Trust Index survey and an opportunity to earn Great Place to Work Certification. Great Place To Work is a standalone product and available platforms: •  DKG PRO •  DKG Ready •  HRSD •  DKG Pro WFM Dimensions •  Workforce Central •  Banking Solutions		
Great Place To Work		
GREAT PLACE TO WORK No Discounting **USD Only	8605063-001	\$1.00

5.7 VALUE ADD

Provide any value-added services or offerings.

The UKG Marketplace is a digital catalog of vetted Technology and Services partners that extend the value of UKG products through seamless API integrations and contracted implementation and consulting services. UKG Marketplace provides built-in features and functionality to ensure you find partner integrations and services that complement the UKG products you use today, generate greater return on investment (ROI), and increase your team's productivity. <https://marketplace.ukg.com/en-US/home>

More than a simple tool to learn more about our partner ecosystem, the UKG Marketplace provides built-in features and functionality to ensure you find partner integrations and services that complement the UKG products you use today, generate greater return on investment (ROI), and increase your team's productivity.

Explore, select, and connect with right-fit partners and solutions to extend the value of UKG products. Browse and filter through all our solutions using the "All Products" drop-down on the navigation bar at the top of the main page, learn more about partners on their specific listing page, and start a conversation through the "Learn More" or "Contact Us" buttons on those partners' pages.

- Technology Partners deliver advanced features and functionality to UKG® solutions through seamless API integrations that automate processes, reduce manual errors, and offer innovative capabilities.
- Services Partners specialize in consulting and implementation, helping drive successful business outcomes before, during, and after go-live date.

Partner	Partner	Partner
15Five	Axium Group	Data Facts, Inc
360Learning	Barada Associates, Inc.	DataCheck (Certified Employment S
5 Dynamics, LLC	Beekeeper	Daxtra Technologies
Accenture LLP (Tech)	Beeline	Decusoft, Inc
Accio Data	benefitexpress	Deel fka PayAsia
Accurate Background	Benefitfocus	Diverst
Accushield	Betterworks	Docebo
AccuSourceHR	Blueline Services, LLC	Doneboard
Achievers LLC	Branch	Edge Information Management
Aclaimant, Inc.	Brex, Inc	Eightfold AI Inc
ActivPayroll	BrightPlan	Eljun LLC
Adobe Systems	Bryq	Emburse
AGS B.V.	Cangrade, Inc.	Emissary Software LLC
Alliance 2020 Inc	CareerBuilder LLC	EmplInfo
Alliance Background	Carefeed Inc	Employee Cycle
American Health Technology Group,	CareRev	EPAM
Andgo	Certiphi Screening	Epic
Apexconnect	CIC Mortgage Credit, Inc	eQuest
ApexConnect-SAP Concur Partner	ClearCompany	Equifax Canada
Appcast, Inc.	ClearStar, Inc.	Equifax USA
Application Researchers, LLC	CloudApper Inc (M2SYS TECHNOLOG	esri
Appynest Inc (Butterfly)	Clovers AI	Even Responsible Finance
Aquera, Inc	Commercial Investigations LLC	Everbridge
Assembly	ConnectedData	E-Verify
Asurint	Consumer Reporting Compliance Ass	Experian Employer Services FKA (Ta
Atlantic Employee Screening	Cornerstone OnDemand	FactoryFix
Auditocity Inc	Credential Check Corporation	Fair Screen, Inc.
Augmentir	Criteria Corp	First Advantage Corporation
Awardco	CyberArk	First Choice Background Screening
Axonify	DailyPay	Firstup

Partner	Partner	Partner
FlareHR	IBM UNITED KINGDOM LIMITED	Liberty Screening Services
ForgeRock	iCIMS, Inc	LinkedIn
Forma fka Twic, Inc.	Imperative Information Group, Inc.	M.M. Hayes Company Inc.
Frasco Profiles	InCheck	ManageEngine
Gate121/ShiftMatch	Indeed	Manhattan Associates
GK Software	Inflection dba Goodhire	MBI Worldwide
Global HR Research	Infor (UTA)	MedTrainer
Global Investigative Services, Inc.	Informatica	Merge
Globalization Partners	Ingentis Softwareentwicklung GmbH	MetaSource (FKA Digiscribe)
Google Private Sector	Inquirehire, Inc.	Metrodata Services, Inc.
Great Place to Work Canada	INSTANT FINANCIAL USA INC	MitratachHoldings Inc (fka TalentRe
Greenhouse.io	Intechsolv Corp	Modulus Data (Taleo Connector)
Grupo ONO	Intellicorp Records	Modulus Data, Inc
Guusto Gifts Inc	IntelyCare, Inc.	Mosaic Consulting Group LLC
H&R Block	Intuit	Motive fka KeepTruckin
Harver BV	iprospectcheck	MuleSoft
Healthcare IT Leaders, LLC	JDP	mynajobs
HeyMirza, Inc.	JobSync, LLC	Nelco Solutions
Hire Image LLC	JobTarget	NGA
HireCredit	Jobvite	NoahFace
HireEZ fka Hiretual	Joynd (FKA HRNX LLC)	Nursa, Inc
Hireology, Inc.	Jubilant, LLC	Ollie Law (AKA OLS Limited)
HireRight	Kashable LLC	One Identity, LLC (fka OneLogin)
Hive Learning	Kudos, Inc	One Source The Background Check C
HomeCare.com(ShiftMed)	Laminex, Inc	OpenSesame
Hop In Microtransit Technologies Inc	LanguageLine Solutions	Orange Tree Employment Screening
HR Profile, Inc.	Lattice	OrgChart Now by OfficeWork Softwa
HRsoft	LeaveLogic	Paradox, LLC
Human Interest	Leena AI Inc.	Passport
I.Q. Data Systems dba Backgrounds C	Lever	Pave

Partner	Partner	Partner	Partner
PayActiv Inc	RiseKit	TeamWork Online	Workato
PayFlex Systems USA, Inc.	S2 Verify	Test Partner Account #2	WorkGrid
Payroll Integrations Inc.	Saba	TestAssure	WorkJam Inc
PayScale Inc	Safe Screener	Textkernel (FKA Sovren)	Workstream
Peopletrail, LLC	SailPoint Technologies, Inc.	Textmetrics	WorkTango (fka KazooHR)
Per Mar Security Services	Salary.com	The Cloud Connectors	WOTC.com
PerformYard, Inc.	SAM ASHER COMPUTING SERVICES	The Fase Group	
Phenom	Sarma	The Orsus Group	
PING Identity	Schoox	This is Alice	
PlanSource	Scott Roberts & Associates, LLC	TripLog	
POEknows	ScreeningOne	TrueScreen	
Points North	ServiceNow	Truework (Zethos Inc.)	
PosterElite	Shield Screening, LLC	Trusaic	
Precise Check LLC	Shiftboard	TVS Datasource, Inc	
Predictive Safety	SimpliVerified	U.S. BANK NATIONAL ASSOCIATION	
Press Ganey Associate LLC	Simplplr Inc.	Unanet Inc	
Prevue HR Systems Inc.	Slack	Universal Background Screening	
Primecare Tech	Softserve	UNUM	
Profound Platform (Finch)	SpeakAp	Vee Software	
Prolific Profiles	SplashBI	Verified Credentials	
Proluent Health	SSA Business Services Online	VeriScreen	
PTO Exchange	Sterling Infosystems, Inc.	Veritable Screening	
PTO Genius	SwiftCheck Screening	Vertical Screen, Inc.	
Radancy(fka TalentBrew/TMPWorld	Symphony Talent	VICTIG Background Screening	
Rain Technologies Inc.	T2B Solutions	VMware	
Ramp Business Corporation	Talent.com	Vocantas	
Rapid Results Background Check Sol	Talroo	Walton Management	
Red Rover Technologies, LLC	TAZWORKS LLC	WEX Health Inc. (f/k/a Discovery Benefits, Inc.)	
Reference Services, Inc	Team Screening	Wikiworks Technologies	
Relias	Teamraderie, Inc.	Wolters Kluwer	

5.8 FINANCIAL STATEMENTS

Proposers shall submit a recent history of financial solvency and provide the following:

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

In support of our proposal, UKG has submitted our latest **Audited Financial Statements** under separate cover in a sealed envelope. These statements are tagged as "Confidential."

Our financial books and record are audited by Ernst & Young, with quarterly reviews and annual audits to assure compliance with US Generally Accepted Accounting Principles. We have received a clean opinion from our auditors for our most recently annual financial results.

b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.

Our financial books and record are audited by Ernst & Young, with quarterly reviews and annual audits to assure compliance with US Generally Accepted Accounting Principles. We have received a clean opinion from our auditors for our most recently annual financial results.

In support of our proposal, UKG has submitted our latest **Audited Financial Statements** under separate cover in a sealed envelope; that includes auditor notes for review. These statements are tagged as "Confidential."

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

No

5.9 NATIONAL CONTRACT

a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.

Experience

In March 2014, Kronos Incorporated entered into its first cooperative contracting agreement for Workforce Management Solutions Systems with its lead agency, Harford County Public Schools and at the time, US Communities. In 2018, Cobb County became the lead agency and Kronos Incorporated and its affiliate, Kronos SaaShr, Inc., were awarded for Workforce Management Systems with the final option year expiring in 2025.

Much has changed over ten years: US Communities is now OMNIA Partners. Kronos is now the Ultimate Kronos Group (UKG) and expanded its capabilities and offerings for workforce management (WFM) and human capital management (HCM). Throughout these changes, a dedicated national account manager has overseen the program to ensure continuous growth and improvement in cooperative contracting.

In 2024 UKG received The Bronze Partnership Excellence Award from OMNIA Partners for its steadfast commitment to the partnership.

Strong national presence

UKG is a leading provider of HR, payroll, and workforce management solutions for all people. We are the only enterprise vendor ranked as a leader by all major analysts and peer review sites and have been recognized around the world for our workplace culture, innovative practices, and commitment to customer success. Current awards include:



UKG Public Sector provides its solutions to more than 3000 agencies in federal government, state government, city and county government, public safety (police/fire/corrections), K-12 school districts, higher education institutions, special districts, and nonprofit organizations.

Education and training

UKG maintains a team of subject matter experts each with decades of experience in government procurement, contracting, budgeting, payroll, and human resources. This team is responsible for the success of the UKG's Government Contracts Portfolio and facilitates new and existing employee training programs. A dedicated subject matter expert is the OMNIA Partners National Account Manager and oversees all operations and training for the sales force and its supporting cross-functional units. He is supported by multiple cross-functional teams in Sales Operations, Order Management, Legal Counsel, Renewals, Contracts, Accounting, and Global Alliances; all with deep understanding of cooperative contracting and OMNIA Partners.

UKG's Public Sector sales force is well-tenured, many of them with 20+ years of seniority. All are familiar with OMNIA Partners, the contracts that UKG holds, and have unlimited access to personnel, resources, and training programs to increase utilization of the OMNIA Partners contract.

Additional training for freshman sales executives will be provided using the UKG OMNIA Partners Connect portal, its available training materials, and first-hand 'Lessons Learned' UKG curriculum developed after holding successful contracts for more than ten years. Staff will also be alerted to the webinars hosted by OMNIA Partners and the OMNIA Partners Connections regional events.

Marketing

Marketing UKG products and services alongside the purchasing power of OMNIA Partners is an ongoing and important initiative at UKG. UKG and OMNIA Partners teams meet regularly to discuss business advancement and marketing initiatives that include microsite promotion, white papers, customer success stories, and social media.

UKG participates alongside OMNIA Partners at regional and national tradeshows for organizations such as the National Institute of Government Procurement (NIGP), Society for Human Resource Management (SHRM), National Association of College and University Business (NACUBO), and Association of School Business Officials (ASBO).

Tracking

All Orders pursuant to one of UKG's OMNIA Partners contracts are tracked inside UKG's Salesforce environment. At the conclusion of each month, revenue reports are generated on these tracked customers and audited by support teams in Sales Operation, Finance, and Business Strategy before reporting to OMNIA Partners. The National Account Manager maintains the master account record of all contract revenue and analyzes the data to identify trends and develop ongoing business advancement strategy. These trends are discussed and strategized monthly via remote sessions and in person with key OMNIA Partners personnel at their corporate headquarters in Franklin, Tennessee at least quarterly.

Distribution

UKG is a global provider of SaaS solutions deployed in the Google Cloud Platform (GCP) with multiple audits, certifications, and controls in place to ensure the highest level of availability to its customers. Professional services are determined via an individual scope of work with options for remote or customer-site implementation and training either direct through UKG resources or through certified professional services partners.

b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

Please refer to the redlined Attachment A, Exhibit B, OMNIA Partners Administration Agreement on the following pages.

APPENDIX 1 – PROPOSAL SUBMITTAL FORM



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: UKG Kronos Systems LLC

CONTACT NAME: Brian Coopman

COMPANY ADDRESS: 900 Chelmsford Street, Lowell, MA 01851

E-MAIL ADDRESS: brian.coopman@ukg.com

PHONE NUMBER: 978-955-6262 FAX NUMBER: 978-367-5900

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

John Butler Treasurer

PRINT/TYPE NAME TITLE

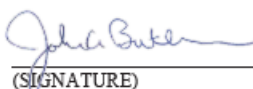
TELEPHONE: 978-250-9800 FAX: 978-367-5900

PROPOSER WILL INDICATE TIME PAYMENT DISCOUNT: Subject to the Order

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

Subject to the Order

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.

APPENDIX 2 – REQUEST FOR PROPOSALS FORM



Cobb County...Expect the Best!

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: UKG Kronos Systems LLC

ADDRESS: 900 Chelmsford Street, Lowell, MA 01851

REPRESENTATIVE: Brian Coopman

PHONE: 978-955-6262 FAX: 978-367-5900

E-MAIL: brian.coopman@ukg.com

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 addenda thereto received from a source other than the Cobb County Purchasing Department.

APPENDIX 3 - CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

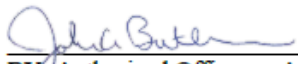
This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

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.

2312305

EEV (E-Verify) Program Number


BY: Authorized Officer or Agent
[Contractor Name]

John Butler

Printed Name

11/3/2023

EEV Program Date of Authorization
UKG Kronos Systems, LLC

Contractor Business Name

7/31/2024

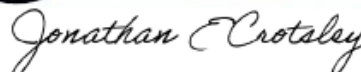
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 31st DAY OF July, 2024

Notary Public Commission Expires: 03/31/2025
Effective 09-20-2013



JONATHAN EDWARD CROTLEY
NOTARY PUBLIC
REGISTRATION # 7737033
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
03/31/2025



APPENDIX 4 – EXHIBIT A: RESPONSE FOR NATIONAL CONTRACT

See redlined document on the following pages.

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Cobb County, GA (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for Human Resource Information Systems and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including 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**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

Commented [JC1]: Use of the Master Agreement for these types of Public Agencies must be on a case-by-case basis for UKG.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 23% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

Commented [JC2]: UKG proposes a 2% Administrative Fee.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as ~~the one of~~ Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master

Agreement is one of Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits to the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise
☐ Yes ☐ No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☐ No
If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
☐ Yes ☐ No
If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐ Yes ☐ No
If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
☐ Yes ☐ No
If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier:
- a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions subject to Supplier's policies regarding use of such logo. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services

to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo when targeting Public Participating Agencies. At a minimum, the Supplier's sales initiatives should communicate:

Commented [JC3]: Can't agree to "all" at UKG's scale but happy to use targeted approach managed through Public Sector sales and marketing

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- H. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding

order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
- v. Detail Supplier’s strategies under these options when responding to a solicitation.

Exhibit A: Section 3.0 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

----SECTION 3.1 COMPANY----

A. Brief history and description of Supplier to include experience providing similar products and services.

In February 2020, Kronos Incorporated and Ultimate Software announced a definitive merger agreement to unite two industry leaders to form one of the world's largest cloud companies: **UKG**.

UKG's extensive experience in providing workforce management (WFM) and human capital management (HCM) solutions to the public sector is marked by continuous innovation, a deep understanding of public sector challenges, and a commitment to delivering tailored solutions that drive efficiency and employee engagement. Through its comprehensive suite of products and ongoing support, UKG helps public sector agencies optimize their workforce operations and achieve their mission of serving the public effectively.

Below is a point-by-point macro view of how public sector agencies benefit from UKG solutions and services:

Operational Efficiency

- **Streamlined Processes:** UKG solutions have automated many manual and time-consuming processes such as timekeeping, scheduling, and payroll. This automation reduces administrative burdens and allows staff to focus on more strategic tasks.
- **Real-Time Data and Analytics:** With real-time data and advanced analytics, public sector agencies can make informed decisions quickly. This capability helps in optimizing workforce deployment, managing overtime, and ensuring that resources are allocated efficiently.
- **Integrated Systems:** The integration of WFM and HCM systems into a single platform reduces data silos and ensures seamless information flow across departments. This integration enhances coordination and improves overall operational efficiency.

Compliance and Risk Management

- **Regulatory Compliance:** UKG solutions help public sector agencies stay compliant with various labor laws and regulations. Automated compliance tracking and reporting features ensure that agencies adhere to federal, state, and local labor laws, reducing the risk of non-compliance penalties.
- **Audit Readiness:** The robust reporting and documentation capabilities of UKG solutions make it easier for agencies to prepare for audits. Comprehensive audit trails and detailed reports provide transparency and accountability.

Employee Engagement and Satisfaction

- **Self-Service Portals:** UKG's self-service portals empower employees by giving them easy access to their schedules, pay information, and benefits. This transparency and accessibility enhance employee satisfaction and engagement.
- **Professional Development:** HCM solutions from UKG include tools for performance management, training, and career development. These tools help public sector agencies invest in their employees' growth, leading to higher retention rates and a more skilled workforce.
- **Work-Life Balance:** Advanced scheduling features allow for more flexible work arrangements, helping employees achieve a better work-life balance. This flexibility is particularly beneficial in sectors like healthcare and public safety, where shift work is common.

Cost Savings

- **Labor Cost Management:** By optimizing scheduling and reducing overtime, UKG solutions help public sector agencies manage labor costs more effectively. Real-time labor analytics provide insights into cost drivers and help in making budget-conscious decisions.
- **Reduced Administrative Costs:** Automation of HR and payroll processes reduces the need for extensive administrative staff, leading to significant cost savings. The reduction in errors and rework also contributes to lower operational costs.
- **Resource Optimization:** Efficient workforce management ensures that the right number of staff is deployed at the right time, minimizing idle time and maximizing productivity.

Enhanced Service Delivery

- **Improved Citizen Services:** With a more efficient and engaged workforce, public sector agencies can deliver better services to citizens. Faster response times, improved service quality, and higher employee morale contribute to enhanced public satisfaction.
- **Scalability and Flexibility:** UKG's cloud-based solutions offer scalability and flexibility, allowing public sector agencies to adapt to changing needs and demands. This adaptability is crucial for handling emergencies, seasonal variations, and long-term strategic planning.

UKG's WFM and HCM solutions have provided substantial benefits to public sector agencies by enhancing operational efficiency, ensuring compliance, boosting employee engagement, achieving cost savings, and improving service delivery. These macro-level successes demonstrate the transformative impact of UKG solutions on public sector workforce management and human capital development.

B. Total number and location of salespersons employed by Supplier.

UKG employs approximately 14,000 employees worldwide. In North America, UKG employs approximately 100 public sector-focused employees in Sales and Sales Support.

C. Number and location of support centers (if applicable) and location of corporate office.

UKG has two headquarters: Lowell, MA and Weston, FL. The UKG Customer Relationship Center is located at our Lowell, MA headquarters. We have support services groups around the world and provide local language support from these groups. Below is a listing of our offices and support centers:

- **North America**
 - Lowell, MA, USA
 - Weston, FL, USA
 - Chicago, IL, USA
 - Indianapolis, IN, USA
 - New York, NY, USA
 - Atlanta, GA, USA
 - Toronto, Ontario, Canada
 - Montreal, Quebec, Canada
 - Kelowna, BC, Canada
- **Latin America**
 - Miguel Hidalgo, Mexico
- **EMEA**
 - Bracknell, UK
 - London, UK
 - Utrecht, Netherlands
 - Amsterdam, Netherlands
 - Paris, France
 - Munich, Germany
 - Stuttgart, Germany
 - Madrid, Spain
- **ASIAPAC**
 - Macquarie Park, Australia
 - Bangalore, India
 - Singapore

For more information about our office locations, please visit [UKG.com/contact](https://www.ukg.com/contact).

D. Annual sales for the three previous fiscal years.

For details on UKG's financial strength FY2023 annual sales, please refer to the **UKG Confidential Audited Financial package** provided with this proposal. As a private company, UKG does not release annual sales numbers in public RFP proposals. We can provide details of our annual sales further in procurement process should UKG be down selected.

D(a) Submit FEIN and Dunn & Bradstreet report.

FEIN

- **UKG Kronos Systems LLC FEIN:** 04-2640942

Dunn & Bradstreet Report

- **UKG Kronos Systems LLC D&B Number:** 09-427-3653. UKG cannot distribute its Dun & Bradstreet report as it would violate our agreement with Dun & Bradstreet. You can obtain a credit report for UKG from their website: www.dnb.com.

E. Describe any green or environmental initiatives or policies.

The UKG [Global Environmental Policy](#) outlines the key environmental principles and requirements that support UKG's approach to environmental management. These principles and requirements apply when dealing with environmental matters for business reasons and are in addition to those found in the UKG [ESG Policy](#), [Code of Conduct](#), [Third Party Code of Conduct](#), [Human Rights Policy](#), [Global Cleaning Policy](#), and other UKG policies. UKG with the cooperation of its employees, contractors, and suppliers, is committed to environmental management.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

UKG Supplier Diversity Program

UKG is committed to fostering an inclusive and diverse supply chain through its Supplier Diversity Program. This initiative aims to create opportunities for businesses owned by minorities, women, veterans, LGBTQ+ individuals, and other underrepresented groups. By actively seeking and engaging with diverse suppliers, UKG not only promotes economic growth within these communities but also enhances the innovation and competitiveness of its supply chain. The program is designed to ensure that diverse suppliers have equitable access to procurement opportunities, thereby contributing to a more inclusive economy.

In regard to Tier 1 and Tier 2 spending, currently UKG tracks both Tier I and II diverse spending. Please note that currently Tier II spend is only captured at a macro level. Presently, we utilize a third-party tool named supplier.IO to assist us with the tracking of UKG's Tier II supplier spend at a macro level. Diverse

spend includes businesses that are owned 51% or more owned by minority, women, small (women owned small business, HUBZone, veteran, service-disabled veteran and small disadvantage businesses), LBTE, and large veteran owned businesses are all tracked through the diverse spend process. Certification from one or more of the following is required: the National Minority Supplier Development Council (NMSDC), Women Business Enterprise National Council (WBENC), National Gay Lesbian Chamber of Commerce (NGLCC), National Veterans Business Development Council (NVBDC) and self-certification through the Small Business Administration.

UKG is also a member of the Greater New England Minority Supplier Development Council.

UKG Global Alliances and Government Business Strategist teams actively support partnership from the various Diversity Programs & Alliances mentioned below. Our network consists of technology partners and services partners specializing in various aspects of HCM and WFM. There are no pricing changes when engaging with a partner that has a diversity program designation.

Advantages for Participating Agencies

The UKG Supplier Diversity Program offers significant advantages to other UKG customers by promoting a more inclusive and innovative supply chain. By partnering with diverse suppliers, participating agencies can benefit from a broader range of perspectives and solutions, which can lead to enhanced creativity and problem-solving capabilities. Additionally, supporting diverse suppliers can help customers meet their own diversity and inclusion goals, improve their corporate social responsibility profiles, and foster goodwill within their communities. Ultimately, this commitment to diversity can drive better business outcomes and create a more resilient and adaptable supply chain.

UKG Recognized Diversity Programs & Alliances

UKG recognizes and values a variety of diversity certifications to ensure a broad and inclusive supplier base. Some of the key certifications acknowledged by UKG include:

1. **Minority Business Enterprise (MBE)**
2. **Women's Business Enterprise (WBE)**
3. **Veteran-Owned Small Business (VOSB)**
4. **Service-Disabled Veteran-Owned Small Business (SDVOSB)**
5. **LGBT Business Enterprise (LGBTBE)**
6. **Disadvantaged Business Enterprise (DBE)**
7. **HUBZone Small Business (HUBZone)**
8. **Small Disadvantaged Business (SDB)**
9. **8(a) Business Development Program**

UKG is also proud of our internal diversity programs that our employees actively lead. These ERGs are integral to UKG's commitment to fostering an inclusive and supportive workplace, providing employees with opportunities for connection, advocacy, and professional development:

- **UKG Women in Leadership:** Focuses on empowering and supporting women in their professional growth and leadership development.
- **UKG PRIDE:** Supports LGBTQ+ employees and allies, promoting an inclusive and accepting workplace for all sexual orientations and gender identities.
- **UKG Veterans:** Provides a community for military veterans and their families, offering support and resources for transitioning to civilian careers.
- **UKG Multicultural:** Celebrates and supports employees from diverse racial and ethnic backgrounds, fostering an inclusive environment that values cultural diversity.
- **UKG Abilities in Motion (AIM):** Advocates for employees with disabilities, promoting accessibility and inclusion within the workplace.
- **UKG Young Professionals:** Focuses on the development and networking of early-career professionals, providing opportunities for growth and mentorship.
- **UKG Parents and Caregivers:** Supports employees who are parents or caregivers, offering resources and a community to balance work and family responsibilities.
- **UKG Generations:** Encourages intergenerational collaboration and understanding, leveraging the diverse experiences and perspectives of employees from different age groups.
- **UKG Black Leadership Network:** Aims to support and advance the careers of Black employees, providing mentorship, networking, and professional development opportunities.
- **UKG Latinx:** Focuses on the needs and interests of Latinx employees, promoting cultural awareness and professional growth within the community.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- **Minority Women Business Enterprise:**
 - UKG Response: No
 - If yes, list certifying agency: N/A
- **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE):**
 - UKG Response: No
 - If yes, list certifying agency: N/A
- **Historically Underutilized Business (HUB):**
 - UKG Response: No
 - If yes, list certifying agency: N/A
- **Historically Underutilized Business Zone Enterprise (HUBZone):**
 - UKG Response: No
 - If yes, list certifying agency: N/A
- **Other recognized diversity certificate holder:**
 - UKG Response: No
 - If yes, list certifying agency: N/A

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

NAME	HQ	DBE	Certifying Agency
Ascend Inc	CO		
Connors & Associates, LLC	PA		
Covalence Consulting	FL		
Epi-Use	ON		
Human Resource Time Management, HRTM	NJ	MBE	State of New Jersey
PayTech	CO		
Sability	GA		
Worldgate, LLC	VA	WBE	National Women's Business Enterprise National Council
		WBE	Commonwealth of Massachusetts
		SWBE	Commonwealth of Virginia

		WBE	City of Philadelphia
		SBE	City of Los Angeles
		LDBE	Metropolitan Airports Authority
Mosaic Consulting Group, LLC	TN	WBE	National Women's Business Enterprise National Council
		WBE	State of New York
		WBE	State of Tennessee
JK Seva, Inc	CA	SBE	State of California
KM3 Consulting Group, LLC	GA	DBE	State of Georgia
		WBE	New York City Small Business Services
		WBE	US Women's Chamber of Commerce
Hrchitect, Inc.	TX		
A.S.K Academy (dba HerPM)	GA	DBE	Georgia Department of Transportation
		MBE	Georgia Department of Transportation
		SLOBE	Clayton County, GA
		VOSB	Small Business Administration
		SDVOSB	Small Business Administration

I. Describe how supplier differentiates itself from its competitors.

UKG brings our singular HCM solution to your singular biggest investment: your employees. UKG is the only HCM and WFM provider bringing the full depth and breadth of hire-to-retire services in a configurable model to meet the distinct needs of individual Participating Public Agencies across state and local governments, school districts, higher education institutions, government agencies, nonprofit organizations. UKG's comprehensive suite of solutions is scalable, allowing expansion of service models to, for example, add talent management to a core human resources program, and expand headcount for agencies as communities, districts, and organizations grow throughout the contract lifecycle.

One Technology Partner

UKG delivers **one comprehensive solution** for human resources, benefits, payroll, talent, compensation management, time and attendance, scheduling, document and human resources file management, employee sentiment analysis, and reporting and predictive analytics -- providing a single source of truth for all Participating Public Agencies' employees. UKG enables Participating Public Agencies' HR teams to streamline and automate processes, centralizing workforce data in one master system of record to reduce duplicate data entry, reconciliation requirements, errors, and data inconsistencies; and provide instant reporting across all areas of HCM.

With UKG, Participating Public Agencies gain one HCM solution, one HCM provider.

One Implementation Partner

UKG's Launch methodology is designed to streamline the deployment of your UKG solution in the cloud so Participating Public Agencies realize swift time to value. Our proven deployment methodology combines innovation, deep domain knowledge, and more than 40 years of experience working with thousands of customers across industries and geographies to drive business goals and accelerate return on investment. Launch is an iterative deployment approach that leverages best-in-class consulting expertise and proprietary technologies configured for each Participating Public Agency's needs. Launch features collaborative tools and workspaces that accelerate processes, jump-start decision-making, and provide up-to-the-minute visibility into your project.

UKG deploys Launch directly to deliver our services as your complete provider partner.

One Ongoing Support Partner

UKG's proven approach includes our *Partner for Life* service program to set the foundation for Participating Public Agencies' success with UKG. Shortly after transitioning to support, we partner with the Participating Public Agency's team — empowering them to improve adoption, critical processes, and system utilization in preparation to hit the ground running for a strong start and early success. UKG provides Participating Public Agencies with hands-on coaching, tailored recommendations, and instructions on how to build a strong foundation for self-sufficiency. *Learning and training resources* are available via virtual instructor-led and on-demand training for the lifespan of their contract. Participating Public Agencies can *leverage trusted advisors* for strategic guidance to evolve their long-term people strategy and employee experience as well as for their day-to-day to help *reduce administrative burdens, optimize their UKG solution, and support their long-term business initiatives*. Participating Public Agencies can grow their expertise, expand their professional network, and influence our products through *our customer Community, events, and comprehensive programs* where they can connect with more than 150k active peers and experts in our dynamic, growing Community.

UKG is a committed support partner delivering continual support and expansive expertise across the lifespan of Participating Public Agencies' tenure with UKG.

As the Lead Public Agency considers the future-state HCM and WFM solutions for Participating Public Agencies, UKG is committed to expanding our consultative partnership as your Partner for Life provider to modernize your HCM and WFM environment. By engaging UKG to *encompass the hire-to-rotate employee lifecycle*, Participating Public Agencies can take full advantage of the *industry's latest technology* alongside *exemplary service*. Just as UKG has evolved with the Lead Public Agency's continual growth over the years, Participating Public Agencies can evolve with growth of HCM and WFM service scope to take advantage of UKG's industry-recognized leadership rankings for customer satisfaction alongside product capabilities.

The Lead Public Agency knows UKG, and UKG knows the Lead Public Agency. We're ready to get started together on our next step together.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

From time to time and in the ordinary course of our business, the company or its subsidiaries is involved in a variety of claims, demands, suits, investigations or proceedings, including actions concerning contracts, intellectual property and employment matters. While it is not possible to predict the outcome of these matters with certainty, we do not expect the results of any of these actions to have a material adverse effect on our business or financial condition or on our ability to provide products or services to you.

K. Felony Conviction Notice: Indicate if the supplier:

- **is a publicly held corporation and this reporting requirement is not applicable;**
 - UKG Response: No
- **is not owned or operated by anyone who has been convicted of a felony; or**
 - UKG Response: Yes
- **is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**
 - UKG Response: No

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge as of the date of this submittal, UKG is not currently on any debarment list.

----SECTION 3.2 DISTRIBUTION, LOGISTICS----

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

UKG, offers a comprehensive suite of human capital management (HR, Payroll, and Workforce Management) solutions designed to meet the diverse needs of participating agencies. This comprehensive suite covers every aspect of the employee lifecycle, from recruiting and onboarding to robust payroll functionality and deeper workforce management capabilities, (hire to retire). By leveraging cutting-edge technology and a deep understanding of human capital management in the Public Sector, UKG empowers participating agencies to optimize their workforce strategies, ensure compliance, and foster a culture of continuous improvement and innovation. Our solutions are constantly evolving to keep pace with the changing landscape of public sector HR. Discover the full range on our service description in the product overview section of this RFP or by visiting our services-descriptions page: <https://www.ukg.com/services-descriptions>.

We work closely with public sector agencies to understand their unique goals and create tailored solutions that drive productivity and achieve desired outcomes.

UKG empowers your public sector workforce!

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

- SaaS Model: UKG primarily delivers its software through a Software-as-a-Service (SaaS) model, allowing clients to access their solutions via the cloud. This approach ensures that clients can benefit from continuous updates, scalability, and reduced IT overhead.
- Accessibility: Clients can access UKG's solutions from any location and device, facilitating remote and mobile workforce management
- UKG has a global footprint with support for multiple regions including the Americas, EMEA, and Asia-Pacific ensuring localized support and compliance with regional regulations. As this program is intended for only US participating public agencies there are no known states or agencies that UKG cannot deliver to.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

UKG will provide to the Lead Agency and OMNIA Partners, a comprehensive pricelist of not-to-exceed pricing that can be published on a customer-facing webpage. In addition, UKG's national sales team will be trained on the available pricing to participating public agencies and have access to UKG budgeting and procurement experts to assist with the agencies' auditing requirements.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Third-Party Subprocessors, UKG Affiliate Subprocessors, and Hosting Providers may be involved with processing data for our UKG enterprise management cloud applications. Subprocessors, Affiliate Subprocessors, and Hosting Providers are listed at <https://www.ukg.com/ukg-subprocessors>

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

UKG clocks (such as the DX G2) are manufactured and shipped from our Jabil-run factory in Chihuahua, Mexico through El Paso, TX. The site has multiple suppliers and staffs more than 4,000 employees.

Jabil Circuit de Chihuahua, S. De R.L. de C.V.

Av. Alejandro Dumas 11341, Complejo Industrial Chihuahua

Chihuahua, Chihuahua; Mexico. CP. 31136

----SECTION 3.2 MARKETING AND SALES----

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Information provided in this proposal and for ongoing contract management that should be excluded from the OMNIA Partners microsite include:

- UKG Financial information
- UKG Customer contact information included in the proposal
- UKG pricing other than the modules used by participating public agencies
- New Jersey Ownership Disclosure and Stockholder Disclosure forms
- Any other forms requested during the life of the contract, post award, that UKG determines to contain confidential information and agreed upon by OMNIA Partners

This information is available to participating public agencies upon request from participating public agencies through their vetting and due diligence process, once confidentiality and/or non-disclosure agreements have been accepted, and in accordance with local laws and policies.

UKG has also included a Trade Secret Affidavit, included as **Appendix 10**.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

B.(i) Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

UKG has a well-established relationship with OMNIA Partners, which has been their most successful go-to-market strategy for the public sector for the past 10 years. This strategic partnership is fully endorsed by UKG's sales and corporate leadership and is the most utilized contract vehicle for their public sector engagements. This endorsement from UKG's leadership underscores the effectiveness and importance of this partnership in expanding our reach and ensuring consistent, high-quality service delivery to public sector clients.

B.(ii) Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

To ensure that all stakeholders are fully informed and prepared for the changes, UKG will conduct additional training sessions within 30 days of the award. These sessions are designed to explain any new elements or differences from the previous contract, thereby reassuring the sales force and equipping them with the necessary knowledge and tools to effectively implement the continued go-to-market strategy for the public sector.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

C.(i) Creation and distribution of a co-branded press release to trade publications

UKG and OMNIA Partners marketing have a strong relationship and have worked collaboratively for many years to create cobranded press releases, social media posts, and website updates to highlight our relationship. Upon award, both organizations will collaborate for an initial press release and a secondary press release as the contract nears its initial term, on or around March 18, 2025.

C.(ii) Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Confirmed

C.(iii) Design, publication and distribution of co-branded marketing materials within first 90 days

Confirmed

C.(iv) Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Confirmed

C.(v) Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Confirmed

C.(vi) Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Confirmed

C.(vii) Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Confirmed

C.(viii) Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Confirmed

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

UKG has extensive experience in transitioning existing customers' account to the OMNIA Partners agreement. Its historical approach to contracting was a direct agreement with government customers using UKG license agreements and terms and conditions between UKG and the agency. With the rise in popularity of cooperative contracting, this approach has evolved.

In line with its go-to-market strategy commitment, UKG will generally not consider other regional or national cooperative contracts. UKG does hold contracts with various State agencies but with the terms of the OMNIA Partners contract as its base and reported to OMNIA Partners. In the event a public agency cannot utilize the UKG contract, we propose an alternate OMNIA Partners contract held by our value-added resellers before recommending any other available options.

As part of any renewal, migration, or upgrade period the customer is presented with the Master Agreement and all other related materials for them to make the proper contracting choice for their agency. A legal reference tying the terms of the Order to the selected OMNIA Partners agreement is included in the Official Order and executed by the customer.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Confirmed

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. Best government pricing**
- iii. No cost to participate**
- iv. Non-exclusive**

Confirmed. Please see sample attachment: **UKG Attachment 2 - UKG Public Sector Cobranded Collateral FY24**

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement**
- ii. Working knowledge of the solicitation process**
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. Knowledge of benefits of the use of cooperative contracts**

Confirmed

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support**
- ii. Marketing**
- iii. Sales**
- iv. Sales Support**
- v. Financial Reporting**
- vi. Accounts Payable**
- vii. Contracts**

- **Executive Support** - Pat Bennett. Vice President, Public Sector
- **Marketing** - Beatrice Mitchell. Director, Industry Marketing
- **Sales** - Brian Coopman. Director, Contracts & Procurement - Public Sector
- **Sales Support** - Abigail Ellis. Supervisor, Sales Operations

- **Financial Reporting** - Sean O'Donnell. Senior Sales Business Consultant
- **Accounts Payable** - UKG Staff; AP@ukg.com
- **Contracts** - Brian Coopman. Director, Contracts & Procurement - Public Sector

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

UKG's Public Sector Sales force is structured into regional sales teams specializing in Federal, Enterprise (state government and large cities & counties), Mid-Market New Logo and Mid-Market Customer Base, K-12 New Logo and K-12 Midmarket, Higher Education, and Special Districts. Each team is overseen by a Regional Vice President and the entire vertical overseen by Pat Bennet, Group Vice President - Public Sector pat.bennett@ukg.com.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Each sales team has a corresponding OMNIA Partners territory manager which they collaborate often with business strategy and planning to grow and service the program in their territory. The entire program is overseen by the Director, Contracts & Procurement - Public Sector (National Account Manager) who is responsible for the overall success of the program with his or her OMNIA Partners Supplier Manager and Vice President counterparts. The Director is also responsible for ongoing development and training of UKG's cross-functional units in marketing, operations, legal, renewals, etc.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

UKG's current management of the national program earned a Bronze Partnership of Excellence by OMNIA Partners in 2024. We are a strategic account with OMNIA Partners as indicated by year-over-year growth of net new customers, existing customer migrations and upgrades, and overall revenue. This commitment will continue through the life of this award with the intent to elevate the Partnership of Excellence award to higher levels through continued growth and partnership.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

UKG respects the confidentiality of its customers and cannot release contact information without explicit permission from the customer. Below are the requested top 10 Public Agency customers by estimated annualized contract value and an associated UKG Account Owner. Should the County or

OMNIA Partners wish to engage any of these customers, we will coordinate communications appropriately and thoroughly.

Account Owner	Account Name	Estimated Annualized Contract Value
Bruce Jaeger	Metropolitan Transportation Authority	\$6,249,413.61
Michelle Mackey	State of Colorado	\$3,488,150.48
Andrew Derrig	State of Ohio DAS	\$2,950,522.79
Ryan Hammond	Florida Department of Corrections	\$2,634,537.72
Andrew Derrig	City of Detroit	\$2,067,139.68
Bruce Jaeger	CDCR	\$2,024,475.88
David Herndon	Arkansas Department of Transportation	\$1,647,712.37
Jake Bauer	Cadence Education, LLC	\$1,596,364.80
Michelle Mackey	City of Austin	\$1,584,778.04
Ty Landry	Everglades College Inc	\$1,527,572.76

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

UKG uses a combination of integrated Salesforce, DocuSign, Oracle Accounting and A/R & A/P, and Microsoft systems.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- \$125 million year one
- \$150 million year two
- \$175 million year three

APPENDIX 5 – RESPONSE FOR MASTER AGREEMENT

Please refer to the General Exceptions below, and redlined Master Agreement on the following pages.

UKG General Exceptions to Cobb County Human Resource Systems and Related Products and Services Sealed Proposal # 24-6833

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.

Master Agreement

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

Contractor: <Legal Name of Contractor>
<Contractor Address>
<Contractor Address>

Description: This Master Agreement for **Name of Procurement** incorporates by reference the following:
Exhibit "A" Owner's Request for Proposal #**Proposal Number**;
Exhibit "B" Contractor's Bid/Proposal submitted on _____;
Exhibit "B-1" Modifications to Exhibit "B" (if applicable)
Exhibit "C" Cobb County Required Terms (required for any products or services used by Cobb County)
The following provisions of Exhibit "A" Owner's Request for Proposal #**Proposal Number**, as modified by Exhibit "B" Contractor's Bid/Proposal and Exhibit "B-1" Modifications to Exhibit "B," shall be incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein: Section 3.0, Section 3.1, and Section 7.0 of the Solicitation; Sections IX, XIV, XVI, XVII, XXVIII, XXIX, XXXII, XXXIII, and XXXIX of Cobb County General Instructions for Proposers, Terms and Conditions.

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 Master Intergovernmental Cooperative Purchasing Agreement found at Exhibit D of Exhibit "A" Owner's Request for Proposal #**Proposal Number**.

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on _____ (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

Commented [JC1]: See General Exceptions provided by UKG in its response.

mutual written consent of the Parties. This Agreement shall terminate absolutely on [REDACTED], unless earlier terminated as provided herein. 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. Unless Owner provides at least 30 days' written notice of an intention not to renew, the Agreement shall automatically be renewed for consecutive one-year terms until the conclusion of the Initial Term or any Renewal Term in effect. 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.

Price: Prices for services and equipment, if applicable, shall be as stated in Exhibit "B" Contractor's Bid/Proposal.

Billing: For purchases made by Owner pursuant to this Agreement, 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 Exhibit "B" Contractor's Bid/Proposal. For purchases made by Participating Public Agencies, the Contractor shall comply with each Participating Public Agencies' 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.

OWNER	CONTRACTOR
Cobb County Board of Commissioners	<Legal Name of Contractor>
100 Cherokee Street	<Contractor Address>
Marietta, Georgia 30090	<Contractor Address>
Lisa N. Cupid, Chairwoman	<Authorized Signatory, Title>
Cobb County Board of Commissioners	<Legal Name of Contractor>
Date	Date
Approved as to form:	Attest:
County Attorney's Office	Corporate Secretary
	Corporate Seal
Date	
	Federal Tax ID Number

Exhibit "A"

Owner's Request for Proposal #Proposal Number

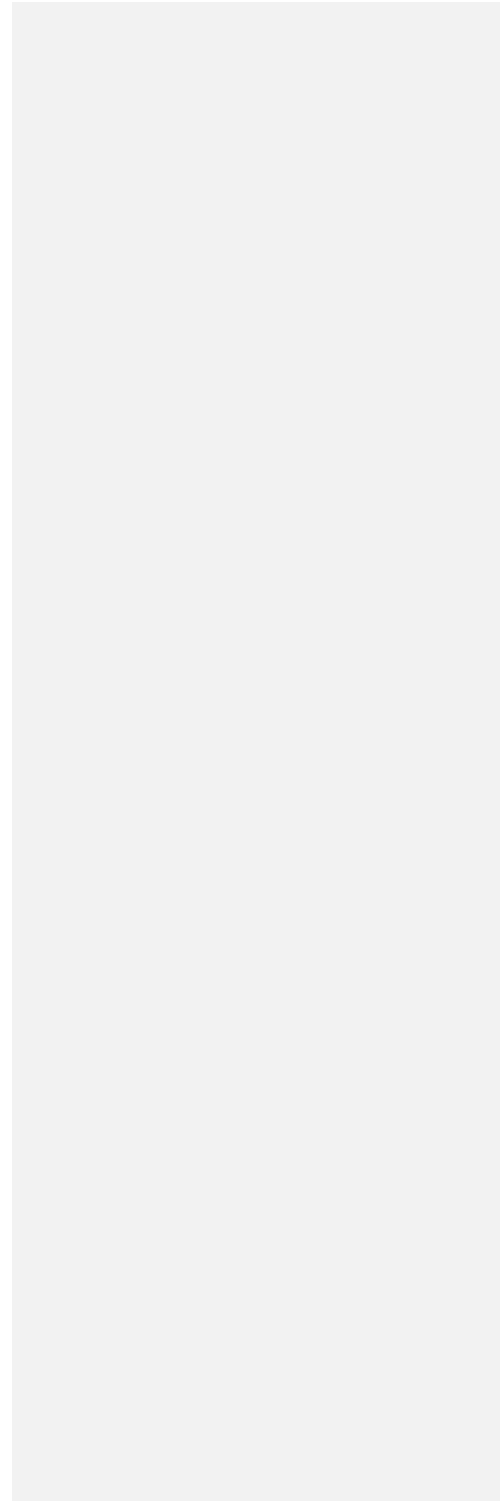


Exhibit "B"
Contractor's Bid/Proposal

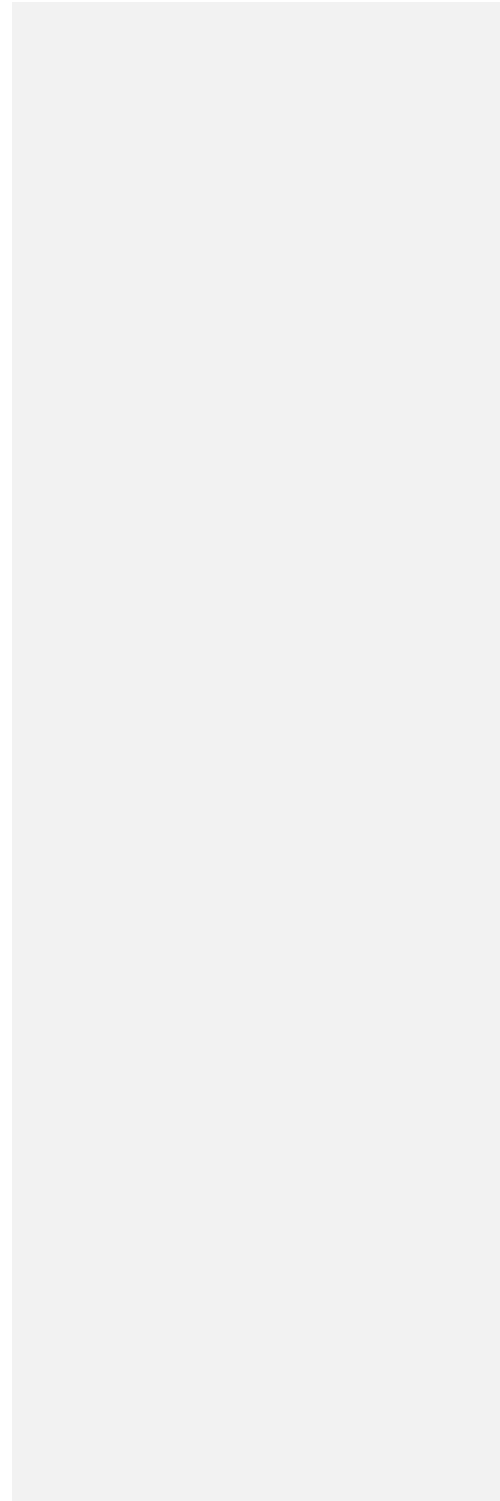


Exhibit “B-1”
Modifications to Exhibit “B”
(if applicable)

Exhibit “B” Contractor’s Bid/Proposal contained certain exceptions to the requirements of Exhibit “A” Owner’s Request for Proposal #Proposal Number. 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:

Exhibit “C”
COBB COUNTY

REQUIRED TERMS AND CONDITIONS

These Required Terms and Conditions are hereby agreed to, made and entered into by and between Cobb County, a political subdivision of the State of Georgia, (hereinafter “Cobb County” or “County”), and **Vendor Name**, a **[state]** **[Choose an item.]**, located at **Vendor address** (hereinafter “Vendor” or “Contractor” or “Company”). These Required Terms and Conditions shall be made an exhibit to the Master Agreement between Cobb County and **Vendor Name**. (“Contract” or “Agreement”) and shall have the same force and effect as the terms and provisions in the Contract. County and Vendor may be referred to individually as “Party,” or collectively, as “Parties.” The Effective Date of this Contract shall be the date that the last party hereto executes the same (the “Effective Date”).

[It is understood by the Parties that Vendor has engaged the following subcontractor(s) to perform Work under this agreement for County:

It is understood by the Parties that no subcontractors are engaged to perform Work under this agreement.]

I. Agreement

A. **Entire Agreement.** This Agreement, together with all addenda, attachments, and exhibits listed below and incorporated herein by reference, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations, or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

1. Required Terms and Conditions dated **mm/dd/yyyy**
2. Master Agreement between County and Vendor dated **mm/dd/yyyy**
3. **Exhibit “1” Invitation to Bid or Request for Proposal (ITB/RFP) #**
4. **Exhibit “2” Vendor’s Bid or Proposal** dated **mm/dd/yyyy**
5. **Exhibit “3” Vendor’s Price Quote #xxx** dated **mm/dd/yyyy**
6. **Exhibit “4” Vendor’s Statement of Work (SOW)#** dated **mm/dd/yyyy**
7. **Exhibit “4-A” Project Schedule**
8. **Exhibit “5” Vendor’s End User License Agreement (EULA), License, Software** dated **mm/dd/yyyy**
9. **Exhibit “6” Vendor’s Maintenance or Support Agreement** dated **mm/dd/yyyy**
10. **Exhibit “7” Vendor’s Service Level Agreement (SLA)**
11. **Exhibit “8” Third Party Terms and Conditions**
12. **Exhibit “9” Information Security**

13. **Exhibit “10-A” Change Control Definitions and Process**
14. **Exhibit “10-B” Change Order Form**
15. **Exhibit “11-A” Contractor Affidavit and Agreement**
16. **Exhibit “11-B” Subcontractor Affidavit and Agreement**
17. **Exhibit “11-C” Immigration Compliance Certification**
18. **Exhibit “12” Conflict of Interest Affidavit**

B. These Required Terms and Conditions shall apply to and supersede any additional terms and conditions contained in any purchase order, task order, invoice, delivery receipt, or other document issued by Vendor either party in conjunction with the services or products provided pursuant to this Agreement.

C. Order of Precedence. In the case of any inconsistency, conflict, ambiguity among the contract documents, the documents shall govern in the following order: (1) Required Terms and Conditions; (2) **Exhibit “3” Vendor’s Price Quote**; and (3) any other applicable documents.

D. Invalid Terms.

1. Notwithstanding anything else in this Agreement, including any exhibits, attachments or links provided therein, no term shall be valid that:

a) Requires the County to:

- i. Defend, indemnify, or hold harmless another person or entity; or
- ii. Be bound by terms and conditions that are unknown at the time of signing such contract or that may be unilaterally changed by the other party; or

~~iii. Waive damages; or~~

~~iv. Release Vendor or third parties from liability; or~~

~~v. Assume all risk.~~

~~vi. iv. Pay late payment fees, penalties, interest, attorneys’ fees, liquidated damages, or any other fee that would constitute an illegal gratuity under Georgia law; or~~

b) Provides for:

- i. A venue for any action or dispute other than a court of competent jurisdiction in Cobb County, Georgia; or
- ii. The contract to be construed in accordance with the laws of a state other than the State of Georgia; or
- iii. Binding arbitration or binding mediation; or
- iv. Renewal beyond the Term; or
- v. An automatic renewal such that County funds are or would be obligated in subsequent fiscal years; or

c) Is inconsistent with the provisions of O.C.G.A. § 50-18-70 et seq., relating to open records.

Commented [JC2]: Unclear how conflicts within Required Terms and Conditions and its amendments would be resolved

Commented [JC3]: How will we manage new offerings that get added to the agreement and require additional terms and conditions?

2. If Agreement, including any exhibits, attachments or links provided therein, contains a term prohibited under this section, such term shall be void, and the Agreement shall be otherwise enforceable as if it did not contain such term.
3. Neither the County nor any agency or department thereof shall be bound by any other new terms and conditions included in any exhibits, orders, invoices, attachments, links, or other document, physical or electronic, which attempt to impose any condition in variance of or in addition to the terms and conditions contain in this Agreement.

II. Scope of Work

Subject to the terms and conditions herein, the term “Services” or “Project” or “Work” means all of the work, product, services, goods, software, licenses, material, equipment, and labor to be provided and performed and completed by Vendor under and as reflected in the Contract, including any and all addendums, exhibits, attachments, appendices, and schedules thereto, and all work reasonably inferable from the specific descriptions. These Required Terms and Conditions shall be an addendum and/or exhibit to the Contract and shall have the same force and effect as the terms and provisions in the Contract.

III. Compensation/Consideration

- A. The total amount payable by Cobb County shall not exceed the maximum amount of \$_____ (“Price”).

[Or for multi-year:]

Year 1	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx
Year 2	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx
Year 3	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx
Year 4	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx
Year 5	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	\$xxx.xx

- B. As a political subdivision of the State of Georgia, County is exempt from paying most types of taxes and will only pay those taxes it is required to pay under the laws of the State of Georgia or federal law.
- C. County shall timely process payment to Vendor. Vendor shall not charge interest or assess payment penalties against County.
- D. In the event of a dispute about payment/invoicing, County shall deliver a written statement to Vendor no later than ___ days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. ~~Vendor shall continue performing its obligations under the Agreement notwithstanding any such dispute.~~

IV. Term of Agreement

- A. Term. The Initial Term of this Agreement shall begin on the Effective Date and continue for twelve (12) months (“Initial Term”). This Agreement may be renewed as herein provided for

Commented [JC4]: Future products being added to the Agreement may be subject to new or additional terms and conditions.

Commented [JC5]: UKG will need a right to suspend if undisputed payments have not been made

up to a total of () months ("Full Term").

- B. Renewal. This Agreement shall automatically renew annually after Initial Term for twelve (12) months on the Effective Date for each subsequent year for a maximum of () renewal years unless County provides at least thirty (30) days written notice of an intention not to renew before the expiration of the then-current annual period. This Agreement shall terminate absolutely after () months. The Parties reserve the right to renew, extend, or amend this Agreement.
- C. Termination. This Agreement may be terminated in the methods listed below. If this contract is terminated, County shall be liable only for goods or services delivered ~~or accepted~~.
1. For Convenience. County may terminate this Agreement at any time for any reason upon ~~thirty (30)~~ninety (90) days prior written notice to Vendor. The effective date of termination shall be set forth in the notice. As the sole remedy for County's termination for convenience, Vendor shall be paid for any validated services performed under this Agreement up to the time of termination. Vendor shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.
 2. For Cause. Either Party may terminate this Agreement for cause should the other Party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement upon thirty (30) days written notice to the defaulting party to cure the default.
 - a) Cause for termination by the County shall include, but not be limited to, Vendor's breach of a material provision of the Agreement, failure to complete a deliverable or milestone in a timely manner as set forth in a mutually agreed upon written project plan, and/or failure to dedicate adequate and qualified staff to complete the Work. ~~Failure of Vendor to cure such breach or failure within thirty (30) days shall entitle County to a refund of all compensation paid to Vendor.~~
 - b) Should the Vendor terminate this Agreement for default in performance that is not cured in a timely manner, the County shall be liable for no more than the amount of goods or services delivered ~~to or accepted by~~ County up to the date of termination.
 3. By Statute. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it may be renewed, unless otherwise expired, earlier terminated, or renewed all as provided in this Agreement. Notwithstanding this provision, as permitted by statute, this Agreement may automatically be renewed and extended for consecutive up to one-year periods beyond the Initial Expiration Date until the expiration of the Full Term, unless County notifies Vendor in writing of its intent not to extend this Agreement at least thirty (30) days prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the Initial Expiration Date, at least thirty (30) days prior to the expiration of the then-current annual period.
 4. Non-appropriation. In compliance with the terms of O.C.G.A. § 36-60-13, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County. This Agreement does not create a debt of County for the payment of any sum beyond the

calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

- D. Survival. Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this agreement shall so survive. Furthermore, the provisions pertaining to Confidentiality, Open Records, Record Retention, Indemnification, Limitation of Liability, Preservation of Immunities, No Personal Liabilities, Governing Law, Venue, and Invalid Terms shall survive termination or expiration of this Agreement.

V. System Access, Licenses, and Warranties

- A. This Contract is a Subscription-Based Information Technology Arrangement (SBITA). It is a contract that conveys control of the right to access and use IT software for authorized purposes alone or in combination with tangible capital assets (underlying IT assets) for a period of time in an exchange or exchange-like transaction.

- B. License Grant. Vendor hereby grants to Cobb County a worldwide nonexclusive, nontransferable revocable license to access, use and publicly display the online portion of the Project, as defined in Section 1.1.3.1 below, and a nonexclusive, nontransferable revocable license to distribute to the users the Project (the "License") during the term of this Agreement.

Vendor also grants to Cobb County a nonexclusive right to advertise, market and promote the Project to its clients and the Users during the term of this Agreement. The License expressly excludes all other rights, including, without limitation, the right to modify or create derivative works of the Project or the right to grant any other sublicensing rights to third parties. The License is revocable under the circumstances and on the terms set forth in this Agreement.

- C. Vendor agrees to provide a list and description of all software and licenses required or necessary for the use of such software, to include any continued use or maintenance contemplated by the Contract.

- D. Warranties

1. General. Vendor hereby expressly warrants that the Work to be performed hereunder shall be performed in a workmanlike manner, that all Work assigned shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Work is provided and as required under the terms of the Contract. Vendor warrants to County that all Services or Goods furnished in connection with Services shall: (a) be new and free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; and (d) be free and clear of all liens, security interests or other encumbrances.

2. Performance. For the greater of 12 months or the period during which County purchases support services, the software shall materially conform to the requirements of this Agreement, including any statements of work, and, to the extent not inconsistent with the foregoing, the documentation. Further the software shall remain free from material programming errors and defects in workmanship and materials. If material programming

Commented [JC6]: Note that UKG expects a mutually agreed upon Limitation of Liability will be agreed upon in this contract and each contract with a Participating Agency. See UKG's EULA provided as part of UKG's response for proposed provision.

Commented [JC7]: Replace all of Section V.B. with UKG license grant from UKG's EULA provided as part of UKG's response.

Commented [JC8]: Customers get this through technical papers in the Community

Commented [JC9]: Replace all warranties in this Section V.D. with those set forth in the UKG EULA provided as part of UKG's response. Note additional comments with respect to specific warranties.

errors are discovered, Vendor shall promptly remedy such errors at no additional expense to County.

3. Infringement. To the best of Vendor's knowledge, as of the Effective Date, Customer's licensed use of the software will not infringe upon or misappropriate the intellectual property rights of any third party.
4. Service. The services shall be performed in (a) material accordance with this Agreement, (b) a timely and workmanlike manner, and (c) accordance with industry best practices for services of this kind.
5. Legal Compliance. Vendor shall comply and ensure that its software and services comply with all applicable laws and regulations. Vendor shall, at no additional charge, promptly furnish all updates to the software necessary for compliance with any change in laws or regulation during the term of this Agreement.
6. Privacy. Vendor represents and warrants that, at all times during and after the term of this Agreement, it will comply, at its sole expense, with all applicable local, state, federal, and international privacy, confidentiality, consumer protection, advertising, electronic mail, data security, data destruction, and other similar laws, rules and regulations, whether in effect now or in the future, including, but not limited to the Goldenhar Gramm-Leach Bliley Act and its implementing regulations (all of the foregoing to be collectively referred to as the "Privacy and Security Requirements"). Vendor acknowledges that it alone is responsible for identifying, understanding, and complying with its obligations under the Privacy and Security Requirements as they apply to its performance of this Agreement and possession of personal information.
7. Anti-Virus. Vendor has taken every commercially reasonable precaution to ensure and to the best of Vendor's knowledge, the software does not contain any virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any of County's data, equipment, devices, networks, or software. Further, Vendor warrants: (a) that its software and/or systems are not dependent on obsolete software, including anything with a known vulnerability; (b) that all critical updates to the software and/or systems have or shall be applied as identified or as needed; and (c) that Vendor's software and/or system have the means to receive such critical updates.
8. Intentionally left blank~~Offshoring of Data. All services shall be performed and rendered within the continental United States. Vendor shall not transmit or make available any customer Confidential Information, including personal data, to any entity or individual outside of the continental United States.~~
9. Open Source and Third Party Software. Vendor represents and warrants that it shall not deliver to County any third party software, including open source software, that would require County to accept and be bound by any third party terms and conditions unless such terms and conditions are expressly identified in and attached to this Agreement as **Exhibit "8" Third Party Terms and Conditions** and to the extent that such terms and conditions are consistent with the Invalid Terms provisions of this Agreement. Except as provided in **Exhibit "8" Third Party Terms and Conditions** as amended by the Invalid Terms

Commented [JC10]: Addressed by the IPR Infringement Indemnification offered in UKG's EULA provided as part of UKG's response.

Commented [JC11]: UKG commits to comply with laws and regulations applicable to UKG and its operations as a provider of technology and related services. Customer remains obligated to use UKG solutions in compliance with laws and regulations applicable to Customer.

Commented [JC12]: As above, UKG commits to comply with laws and regulations applicable to UKG and its operations as a provider of technology and related services. "Applicable" needs to be modified to capture this concept.

Commented [JC13]: While Customer Data can be stored solely in the continental United States, UKG renders services to its customers on a global basis.

provision of this Agreement, County hereby rejects all such third party terms and conditions.

10. ~~Intentionally Left Blank~~ Pass Through Warranties. Vendor shall assign and pass through to County all representations, warranties, and indemnities to Vendor in its contracts with their party licensors and suppliers relating to the software.

11. ~~Known Performance Issues.~~ There is no existing pattern or repetition of customer complaints regarding the software, including functionality or performance issues. Further, Vendor's engineers have not currently identified any repeating adverse impact on the software, including functionality or performance, for which the root cause is believed to be a flaw or defect in the software.

12. Authority.

- a) Vendor has full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, including without limitation, the right to license any ancillary or third party programs licensed to County under this Agreement.
- b) Vendor has all licenses and intellectual property rights necessary to install and produce customizations, enhancements, updates, and/or corrections to the software used in performance of and as required under this Agreement in accordance with industry standards and in a professional and workmanlike fashion.
- c) Vendor's performance of this Agreement does not violate or conflict with any agreement to which Vendor is a party.
- d) Vendor represents that there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.

E. Changes in Functionality. Vendor shall not modify or change the software to reflect a material diminution in the form, features or functionality of the software from that existing as of the Effective Date. Accordingly, Vendor shall not change the form, features, or functionality of the software in any material adverse manner from that originally licensed under this Agreement.

F. Documentation. The documentation provided by Vendor shall be complete and accurate so as to enable a reasonably skilled user to effectively use all of the software's features and functions without assistance from the Vendor. Further, on each date that the Vendor delivers documentation to County, such documentation shall be Vendor's most current version thereof.

G. These warranties survive any delivery, inspection, acceptance, payment, or termination of the Contract. ~~These warranties are cumulative and in addition to any other warranty provided by law or equity.~~ Any applicable statute of limitations runs from the date of County's discovery of the noncompliance. If County gives Vendor notice of noncompliance, Vendor shall, at its own cost and expense, promptly replace or repair nonconforming Goods or Services. This paragraph shall be construed as being in addition to any warranty provision in the Contract.

XI. Ownership of Work

A. County Ownership. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by Vendor ("Materials") not otherwise created

Commented [JC14]: UKG warrants its solutions as stated in the UKG EULA provided as part of UKG's response.

Commented [JC15]: Replace with "Upgrades" language from UKG's EULA provided as part of UKG's response.

~~in the course of business for Vendor's broader customer base shall be the property of County, and County shall be entitled to full access and copies of all such Materials in the form prescribed by County. Any such Materials remaining in the hands of Vendor or subcontractor upon completion or termination of the Work shall be delivered immediately to County, provided that Vendor may retain a copy of any deliverables for its records. Vendor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to County, Vendor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to County, and Vendor agrees to execute any additional documents that may be necessary to evidence such assignment.~~

To the extent⁴ allowed by law, Cobb County shall retain all right, title and interest in and to any and all patent, copyright, trademark, trade secret, domain name registrations, websites, and other intellectual property rights, throughout the world, and all registrations and applications thereon ("Intellectual Property Rights") in and to (i) Cobb County's governmental and trade names, logos, trademarks, service marks and similar identifying material ("Cobb County Marks") and (ii) the websites directly or indirectly owned, operated or maintained by Cobb County, and (iii) all information owned, managed or developed by Cobb County.

- B. Vendor Ownership Rights. To the extent allowed by law, Vendor shall retain all right, title and interest in and to any and all Intellectual Property Rights in and to the (i) its Work (with the exception of Intellectual Property Rights owned by Cobb County contained therein), (ii) Describe as needed, (iii) any developed or licensed documentation, and all modifications thereto and derivative works thereof, and (iv) all information owned, managed or developed by Vendor.
- C. User Data. As between the parties, all right, title and interest in and to the data in the Work that is entered by ~~created for or existing about users~~, Cobb County and its clients and vendors in the SaaS Subscription during the Term ("User Data") shall be owned by Cobb County with full rights to use, market and license others to use such User Data only in compliance with applicable laws.

XI. Staff Assigned to Project

- A. Staff. Vendor shall maintain at all times, until the completion of the Project, experienced technical/implementation staff, in adequate numbers and with necessary skillset, functions and responsibilities to satisfy Vendor's obligations under this Contract-satisfactory to County; and ensure that staff carries out the following duties: (i) preparation and execution of the plan of activities proposed for project implementation, pursuant to the provisions of **Exhibit "4" Vendor's Statement of Work**; and (ii) proper testing prior to milestone, deliverable or solution turnover to County staff.
- B. Staff Replacement. County and Vendor agree to act in good faith to complete this ~~P~~project and work toward mutual resolutions. In the event that the County has an issue with an individual on the project, County shall have the right to require the removal and replacement of Vendor's technical/implementation staff member(s) from providing services to County under this Contract after consultation with Vendor. County shall notify Vendor in writing of such action. Vendor shall accomplish the removal and replacement ~~within five (5) business days~~ as soon as practical after written notice to Vendor. County shall review and approve the appointment of the replacement staff. Said approval shall not be unreasonably withheld. County is not required to provide any additional information, reason

Commented [JC16]: See "Reservation of Rights" provision in UKG's EULA provided as part of UKG's response. There will be no "work for hire" created by UKG as a deliverable.

Commented [JC17]: See UKG EULA for additional Reservation of Rights

or rationale in the event it requires the removal of Vendor's staff from providing further services under the Contract.

- C. Staff Transition. If it is known that a member of the Vendor project team will be leaving the PProject, a replacement will be chosen to join the team, and become familiar with the Pproject before the original team member leaves, to ensure that the transition-in will be seamless. If a member of the Vendor project team leaves unannounced, prompt replacement shall be made in accordance with this Section.

XII. Indemnification

The following obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Commented [JC18]: Please refer to UKG's EULA provided as part of UKG's response for indemnification obligations acceptable to UKG.

- A. Indemnification of County. Vendor covenants and agrees to take and assume all responsibility for the software and services ("Work") rendered in connection with this Agreement. Vendor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Vendor, any subcontractor, anyone directly or indirectly employed by Vendor or subcontractor or anyone for whose acts Vendor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.
- B. In any and all claims against an Indemnified Party, by any employee of Vendor, its subcontractor, anyone directly or indirectly employed by Vendor or subcontractor or anyone for whose acts Vendor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement and applies notwithstanding any contrary provision.
- C. Intellectual Property Indemnification. Vendor shall hold County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Vendor is not the patentee, assignee, licensee, or other lawful user.

D. Environmental Indemnification. Vendor agrees to indemnify, defend, and hold harmless an Indemnified Party, to the fullest extent allowed under O.C.G.A. § 13-8-2, from and against all claims, suits, actions, judgments, forfeitures, damages, losses, costs, demands, or expenses and liability, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of federal, state or local law or regulation, common law, or in equity, including but not limited to all administrative claims, claims for injunctive relief, claims for property damage, natural resources damages, nuisance claims, bodily injury claims (including death), environmental response, remediation, abatement, detoxification, cleanup costs, removal or disposal of, or otherwise with respect to, hazardous or potentially hazardous substances, fines, penalties, and expenses (including without limitation attorney fees, consultant fees, expert fees, costs, and expenses incurred in investigating and defending against the assertion of such liabilities) that may arise from or be the result of any alleged willful, negligent or tortious conduct of that in any way may arise from, be the result of, or relate to any act or omission of Vendor, or anyone directly or indirectly employed by or otherwise in any way acting on behalf of Vendor, in its performance of the Agreement, the operation of the Facility, or failure to operate the Facility other than in accordance with this Agreement or Applicable Law, regardless of whether or not the negligent act is caused in part by an Indemnified Party. This indemnity obligation shall run from the time of initial discovery of any such potentially adverse environmental condition and shall not be construed to commence only upon realization of an actual economic loss resulting from such condition. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party or any other act, liability, or obligation in any way prohibited by O.C.G.A. § 13-8-2. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. Notwithstanding anything to the contrary, this indemnification provision shall survive the termination of the Agreement.

XIII. Insurance

- A. Requirement: Vendor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Vendor, its agents, representatives, employees, or subcontractors.
- B. Minimum Limits of Insurance: During the term of this Agreement, Contactor shall maintain insurance policies with coverage and limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
 2. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

Commented [JC19]: During the term of the Agreement, UKG shall maintain appropriate insurance coverage and will provide its standard Certificates of Insurance reflecting such coverage if requested. UKG presently maintains insurance coverage rated 'A-' "Excellent" by A.M. Best for the following risks in the following minimum amounts in United States Dollars:

- Comprehensive General Liability Insurance: \$2 million aggregate; \$1 million per occurrence, including \$1 million personal injury.
- Business Auto: \$1 million combined single limit bodily injury and property damage liability.
- Umbrella: \$5 million aggregate, \$5 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): \$5 million aggregate, \$5 million per occurrence.

The provisions in this section need to be conformed to align with UKG's actual insurance.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
4. Professional Liability, Technology Errors and Omissions, and Cyber Insurance Coverage: \$2,000,000 per claim and \$4,000,000 in the aggregate is required, in the event that Vendor is performing design, engineering, or other professional services.
5. Professional Liability (Errors and Omissions) and Coverage: \$2,000,000 per claim and \$4,000,000 in the aggregate. Vendor shall maintain Technology Errors and Omissions Insurance, which must include coverage Multimedia Liability, Privacy Liability, Network Security Liability, Breach Costs Coverage (including Notification, Credit Monitoring, Forensics, Public Relations), and Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach.
 - a) Technology Errors and Omissions insurance must cover liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render (1) all services promised, including but not limited to computer or information technology services, (2) products that perform the intended function or serve the intended purpose, and (3) violation of software copyright.
 - b) Services insured, at a minimum, must include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks, and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (11) any other services provided by the vendor.
 - c) Vendor shall maintain Privacy, Security, and Technology Insurance.
 - i. Vendor's policy must include coverage for (1) loss, disclosure, and theft of data in any form; (2) media and content rights infringement and liability (excluding patents and trade secrets), including but not limited to, software copyright infringement; and (3) network security failure, including but not limited to, denial of service attacks and transmission of malicious code.
 - ii. The insurance coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year.
 - iii. The insurance coverage must also contain severability for the insured organization for any intentional act exclusions.
 - iv. If the coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

- v. Additionally, such policy must cover consequential or vicarious liabilities (e.g., claims brought against the Vendor or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Vendor and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures).

- d) Builder's "All Risk" Insurance: In the event Vendor is performing vertical construction services under the Agreement, Vendor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Agreement, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to Vendor shall not be construed as relieving Vendor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

- e) Commercial Umbrella Liability Coverage: \$2,000,000 in liability coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability, Commercial Automobile, and Professional Liability policies of insurance.

- C. Deductibles and Self-Insured Retention: ~~Any deductibles or self insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of Vendor. At the option of County, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects County, its officers, officials, and employees; or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.~~ Vendor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

- D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

Commented [JC20]: N/A - delete

Commented [JC21]: UKG will include the County as an additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to the County's insurance, but only with respect to UKG's sole negligence. Upon written request, such blanket endorsement shall be provided to the County with the corresponding COI.

1. General Liability and Umbrella/Excess Insurance

- a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) shall be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor, premises owned, leased, or used by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Vendor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
- b) Primary Insurance Requirement. Vendor’s insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Vendor’s insurance and shall not contribute with it.
- c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- d) Separate Coverage. Coverage shall state that the Vendor’s insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers’ Compensation and Employers Liability Coverage: Vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Vendor, its agents, representatives, employees or subcontractors. ~~The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses arising from the work performed by Vendor for County.~~

~~F. Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses arising from work performed by Vendor for County.~~

~~G.F.~~ All Coverages:

1. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.
2. Acceptability. The insurance to be maintained by Vendor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of

Commented [JC22]: Exception taken. UKG will endeavor to provide notice to the County if it is at material risk of not having such insurance in place.

Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A-" or better and with a financial rating of Class VIII or greater or be otherwise acceptable to Cobb County.

3. Failure of Insurers. Vendor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

~~H.G.~~ Verification of Coverage: Vendor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Agreement. ~~Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County.~~ The certificates and endorsements for each insurance policy are to be signed by a person authorized ~~by that insurer to bind coverage on its behalf.~~ The certificates and endorsements shall be received and approved by County before any work commences. ~~County reserves the right to require complete, certified copies of all required insurance policies at any time.~~ Vendor shall provide proof that any expiring coverage has been renewed or replaced ~~prior to the expiration~~ promptly after renewal or replacement of the coverage. ~~Vendor's failure to comply with this provision shall be considered a material breach of the Agreement.~~

~~H.H.~~ Subcontractors: Vendor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.

~~H.I.~~ Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Vendor from any liability under the ~~A~~ agreement will not be construed to conflict with or limit Vendor's indemnification obligation ~~obligations~~ under the agreement.

~~K.J.~~ Duration: All insurance required by this Section must be maintained during the entire term of the ~~A~~ agreement, including any renewal or extension terms, ~~and until all Work has been completed to the satisfaction of County.~~

IX. Records: Retention and Confidentiality

- A. Examination and Retention of Records. Vendor shall maintain, and County and its representatives shall have the right to audit, examine, all books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the Work or performance of the Contract and similar materials relating to work performed for County under this Contract on file in accordance with Vendor's record retention policies for at least ten (10) years following the date of final payment to Vendor by County. Vendor shall maintain all books, records, work papers, documents, accounting ledgers, databases in accordance with Vendor's record retention policies for at least ten (10) years following the date of final payment to Vendor by County. All records stored on a computer database must be of a format compatible with County's. Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. ~~All original documents, including, but not limited to, reports, plans, work papers, (including electronic copies), documents, data, and records developed in connection with the services performed hereunder shall belong to and remain the property of County.~~ Vendor may retain electronic files and reproducible copies of such documents.
- B. Confidential Information. Vendor acknowledges that some information which may come into its possession or knowledge in connection with the Work may consist of confidential

information of County, its elected officials, or employees, the disclosure of which to, or use by, third parties may be damaging to County, its elected officials or employees and/or may violate applicable law(s). Vendor accordingly agrees to hold all such confidential information, together with all material containing confidential information, in strictest confidence, not to make use thereof other than as reasonably necessary to perform according to this Agreement, and not to release or disclose any confidential information to any other person or entity except as may be required by law. Vendor shall inform and instruct all employees, subcontractors, or other agents or representatives of this obligation of confidentiality. Vendor shall immediately remove any of its employees, subcontractors, or other agents or representatives from performing work in connection with this Agreement upon request of notice from County that County reasonably believes such person or entity has failed to comply with the confidentiality obligations hereunder. Any employee, subcontractor, or other agent or representative so removed shall be replaced as provided for in the staffing requirements of this Agreement. For the purposes hereof, "Confidential Information" includes, without limitation, all personally identifiable data, trade secrets, copyrighted material, and other confidential and proprietary information not subject to disclosure or use, as such terms may be respectively defined in O.C.G.A. § 10-1-761, O.C.G.A. § 50-18-72, 45 CFR. §1 64.524, 45 CFR. § 84.14(d). "Confidential Information" further includes, without limitation, all employee data, personnel records, health records, physician and provider notes, medical bills, claims, and other written information of a personal nature.

- C. Open Records. Vendor acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, Act, O.C.G.A. § 50-18-70 *et seq.*, and anything submitted to County is subject to release as public information. If Vendor believes that part or parts of its submission may be exempted from disclosure, Vendor must specify page-by-page and line-by-line the parts of the submission, which it believes, are exempt. In addition, Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). As required by law, Vendor is responsible for protecting its trade secrets and other proprietary information.
- D. Request. To the extent practicable and not legally prohibited, Vendor shall promptly notify County of any request for County information including any request required by law or judicial or regulatory process or pursuant to Georgia's Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, prior to disclosing such information. In no case shall such notification occur more than five business days after receipt of such request.

X. Notices

- A. All written notices, demands, and other papers or documents to be delivered to County or Vendor under this Contract shall be delivered personally, by prepaid registered or certified mail return receipt requested, or by overnight receipted delivery service to the following addresses:
1. If to Cobb County:

<insert department>

<insert address here>

Attention: <insert name here>

Commented [JC23]: See UKG Affidavit

Electronic notice to: <insert email address here, or specify N/A>

Cobb County Attorney
100 Cherokee Street, Suite 350
Marietta, GA 30090

2. If to Vendor:

Vendor Name

<address>

Attention: <insert name here>

Electronic notice to: <insert email address here, or specify N/A>

- B. Any subsequent changes to place or places specified above shall be designated in writing by Vendor and County to the other.

XI. Relationship of the Parties

Vendor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of County. Nothing contained in this Agreement shall be construed to make Vendor or any of its employees, servants or subcontractors an employee, servant or agent of County for any purpose. Vendor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. County will not withhold income or other taxes on the fees paid to Vendor under this Contract and Vendor shall be solely responsible for the payment of all such taxes. Vendor is not entitled to any of the benefits that County provides for County's employees. Vendor agrees to be solely responsible for its own acts and omissions and those of its subordinates, employees, subcontractors, and suppliers during the life of this Agreement. Vendor specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and County by virtue of this Agreement with Vendor. Any provisions of this Agreement that may appear to give County the right to direct Vendor as to the details of the services to be performed by Vendor or to exercise a measure of control over such services will be deemed to mean that Vendor shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform Work related to this Agreement. Inasmuch as County and Vendor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Vendor agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Vendor to do so, unless specifically authorized, in advance and in writing, to do

so, and then only for the limited purpose stated in such authorization. Vendor shall assume full liability for any contracts or agreements Vendor enters into on behalf of County without the express knowledge and prior written consent of County.

XIV. Georgia Security and Immigration Compliance Act

- A. Immigration Compliance. County and Vendor agree that, to the extent applicable, compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services. Physical performance of services includes any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.
- B. Vendor further agrees and represents that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02, to the extent applicable, is attested to on the executed **Exhibit “11-A” Contractor Affidavit and Agreement**, included herein by reference.
- C. Vendor further agrees and represents that:
1. Vendor (and any subcontractors, regardless of tier) shall fully comply with the requirements for completing **Exhibit “11-C” Immigration Compliance Certification** and that such certification shall be received by County prior to the commencement of any work under the contract or subcontract;
 2. Vendor (or any subcontractor, regardless of tier) shall notify County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 3. Vendor shall be responsible for obtaining and providing to County **Exhibit “11-B” Subcontractor Affidavit and Agreement** and **Exhibit “11-C” Immigration Compliance Certification**, each incorporated herein by reference, from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 4. County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 5. Any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract shall provide legal notice to any subcontractor of the requirements of County for immigration compliance and further provide notice that County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 6. Failure to comply with any of the requirements and procedures of County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by county or state officials upon request; and/or failure to continue to meet any of the statutory or county obligations during the life of the contract) shall constitute a material breach of the Agreement and shall entitle County to dismiss any general contractor or to

Commented [JC24]: See definition of subcontractor proposed by UKG in its General Exceptions.

require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

7. Upon notice of a material breach of these provisions, Vendor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, County shall be entitled to all available remedies, including termination of the Contract, the requirement that a subcontractor be dismissed from performing work under the Contract, and any and all damages permissible by law.

- D. Immigration Compliance Certification. Prior to commencing work under any contract for the physical performance of services, to the extent applicable, Vendor shall submit a completed **Exhibit "11-C" Immigration Compliance Certification**. Prior to allowing any other subcontractor to perform work under the contract, to the extent applicable, Vendor shall obtain a completed **Exhibit "11-C" Immigration Compliance Certification** from each subcontractor (regardless of tier) and submit the same to County.

XV. Conflict of Interest Affidavit

- A. Vendor agrees and shall execute **Exhibit "12" Conflict of Interest Affidavit** attesting that it shall not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation. Vendor certifies that, to the best of its knowledge, no circumstances exist that will cause a conflict of interest in performing the services required by this Agreement, that no employee of County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Vendor or his subcontractor(s) and that no person associated with Vendor or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should Vendor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Vendor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Vendor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Vendor when such services were performed while a conflict of interest existed, if Vendor had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.

- B. Vendor warrants that it and its subcontractor(s) have not employed or retained any company or person, other than a bona fide employee working solely for Vendor or its subcontractor(s), to solicit or secure this Agreement and that Vendor and its subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Vendor or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- C. Vendor shall include the terms and conditions of Paragraphs A and B of this Section in all subcontractor agreements for Work to be performed under this Agreement.

XII. Miscellaneous.

- A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cobb County, Georgia, and Vendor submits to the jurisdiction and venue of such court. Prior to filing any claim or action related to this Contract, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.
- B. Severability of Provisions. If a part or any provision of this Contract shall be deemed invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, which shall be interpreted so as to give the greatest effect possible thereto.
- C. Review and Inspection of Work. Vendor shall produce progress reports or copies of any Work as performed under this Contract at any time as requested by County. Refusal by Vendor to submit progress reports shall be cause to withhold payment to Vendor until Vendor complies with County's request in this regard, or cause for termination of this Contract.
- D. Assignment. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by County or Vendor without the prior, written consent of the other party.
- E. Third Party Beneficiaries. Neither party intends to directly benefit a third party by this Contract. The parties agree that no third party shall be entitled to assert a right or claim against either of them based on this Contract.
- F. Materiality. Each term of this Agreement is material, and Vendor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to ~~County either party~~ at law or in equity consistent with the terms of this Agreement.
- G. Compliance with Laws. Vendor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations applicable to UKG and its operations in performing under the Contract.
- H. Amendment. No modification, amendment, or alteration in the terms or conditions contained herein or in the Contract shall be effective unless contained in a written document prepared with the same formality as the Contract and agreed to by both Parties in writing.
- I. Preservation of Immunities. No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. ~~Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified good faith or official immunities.~~
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- K. Waiver. No failure by ~~County either party~~ to enforce any right or power granted under this Agreement, or to insist upon strict compliance by ~~Vendor the other party~~ with this Agreement, and no custom or practice of

Commented [JC25]: Details of progress reports need to be mutually agreed upon

Commented [JC26]: UKG will need the right to assign this Agreement in the event of a change of control, merger or acquisition or similar event.

~~County either party~~ at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect ~~County's a party's~~ right to demand exact and strict compliance by ~~Vendor the other party~~ with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. ~~Intentionally left blank. Time is of The Essence. With regard to all dates and/or time periods in this Agreement or any of the documents incorporated by reference into this Agreement and/or the mutually agreed to project plan, time is of the essence.~~
- N. Subcontracts. Vendor shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by County. Subcontractors must comply with the same insurance requirements as Vendor. Subcontractors must comply with the requirements of the Georgia Security and Immigration Compliance Act as set forth in this Agreement.
- O. ~~Intentionally Left blank. Liquidated Damages. The Parties acknowledge and agree that delays in the completion of the Work will result in damages to County and that the exact sum of such damages to County are impossible to precisely estimate and will be difficult to ascertain. If the Work is not completed in accordance with Exhibit "4 A" Project Schedule, then Vendor shall be required to pay County \$100 per business day that the Work is delayed. The liquidated damages set forth in this section are intended to be, and the parties acknowledge and agree that (1) the liquidated damages are reasonably proportionate to and are a reasonable estimate of the probable loss that Owner is likely to incur as a result of delays, and (2) the liquidated damages are not intended to be a penalty.~~

Commented [JC27]: See proposed definition of "subcontractors" in UKG's General Exceptions.

Commented [JC28]: To the extent a Participating Public Agency is not subject to Georgia law, UKG assumes that when contracting with such Public Agency, provisions specific to Georgia law are deemed N/A.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, said parties have hereunto set their seals.

Vendor

County

Name and Title

Lisa N. Cupid, Chairwoman

Vendor Name

Cobb County Board of Commissioners

Date

Date

SEAL

Attest:

Attest:

Name and Title

Pamela L. Mabry, County Clerk

Recommended by:

Name and Title

Approved as to Form

Cobb County Attorney's Office

Exhibit “1” Invitation to Bid or Request for Proposal

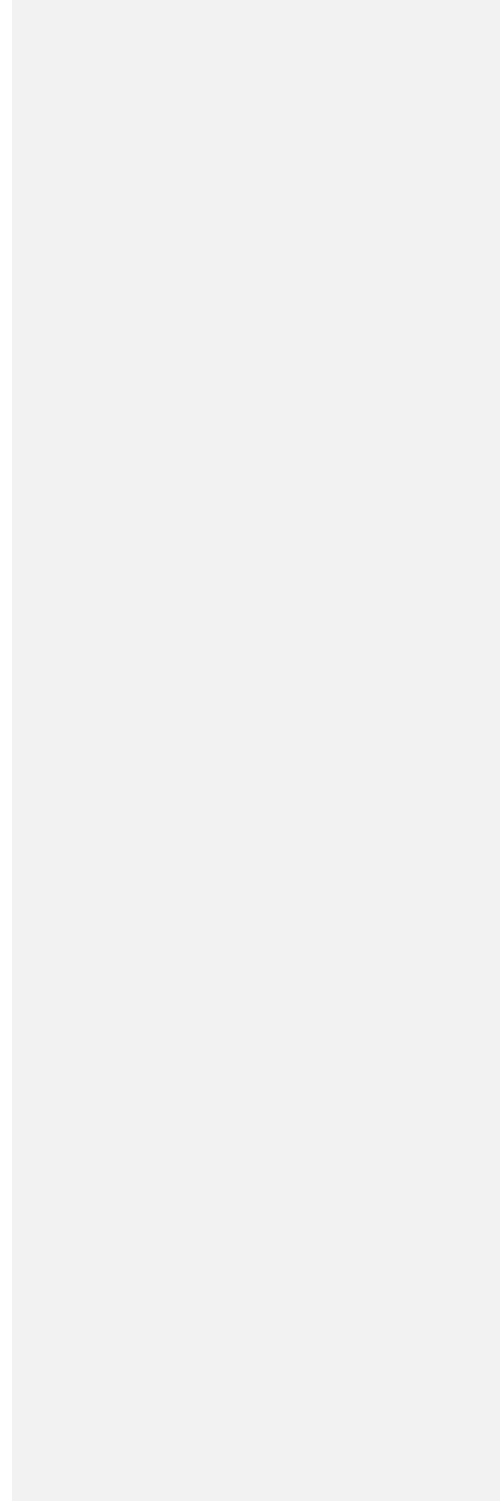


Exhibit “2” Vendor’s Bid or Proposal

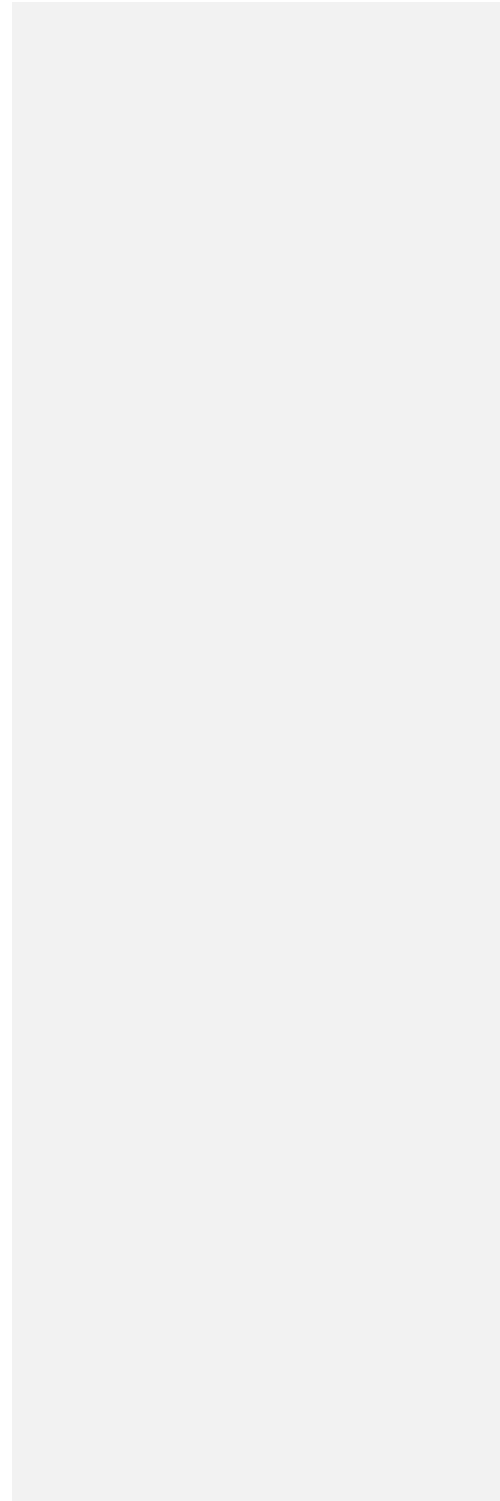


Exhibit “3” Vendor’s Price Quote

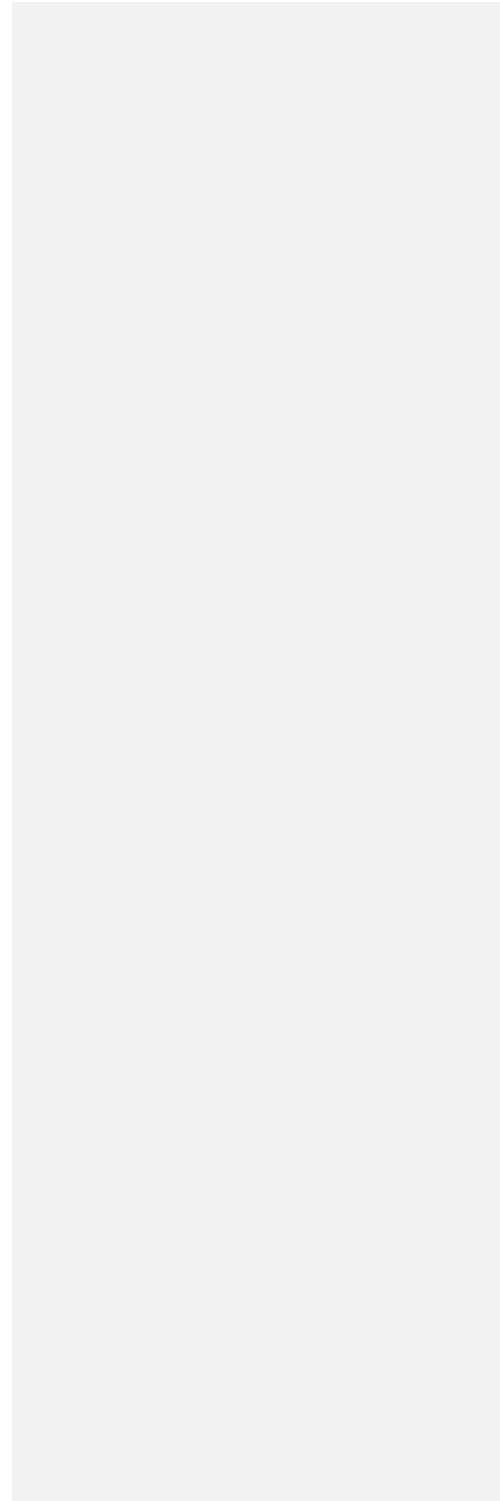


Exhibit “4” Vendor’s Statement of Work

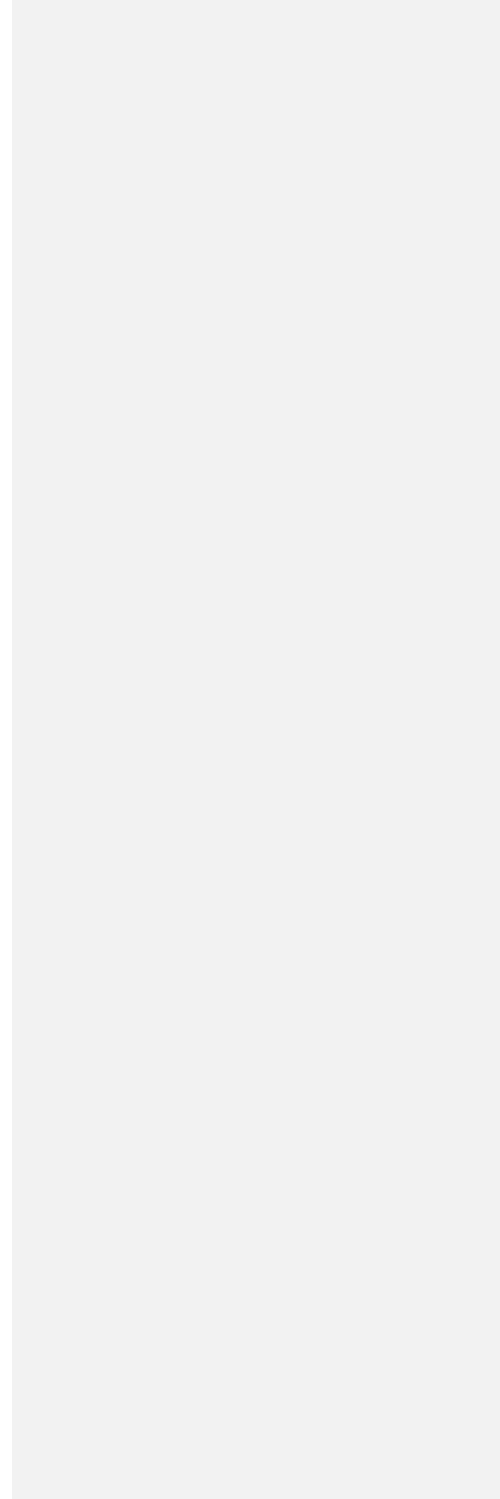


Exhibit “4-A” Project Schedule

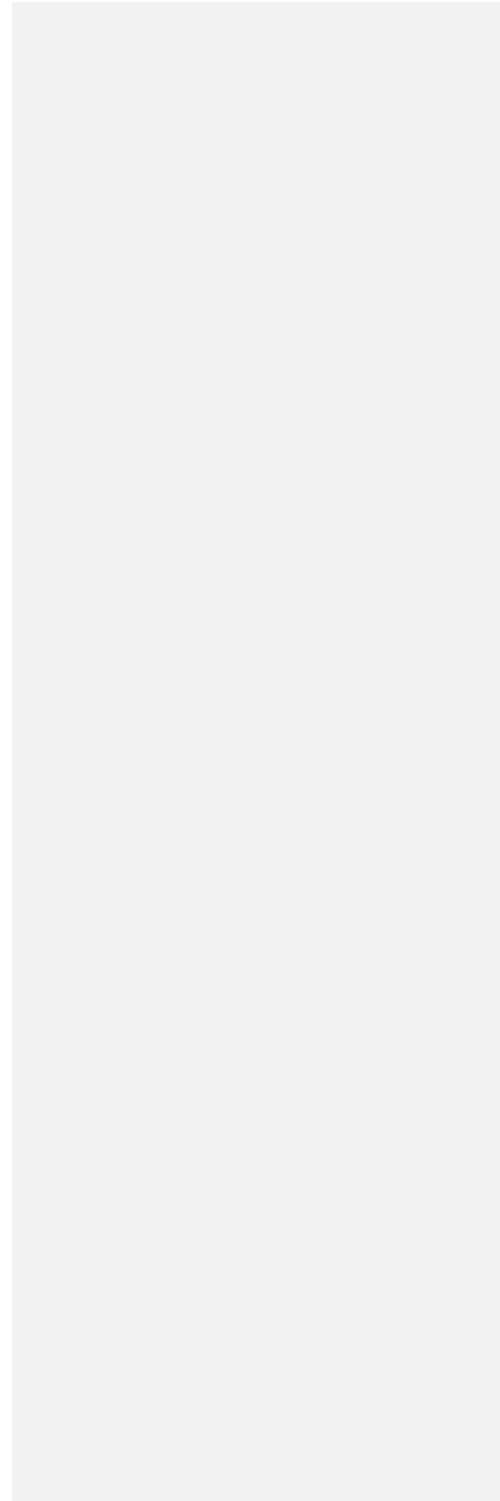


Exhibit “5” Vendor’s End User License Agreement (EULA). License. Software

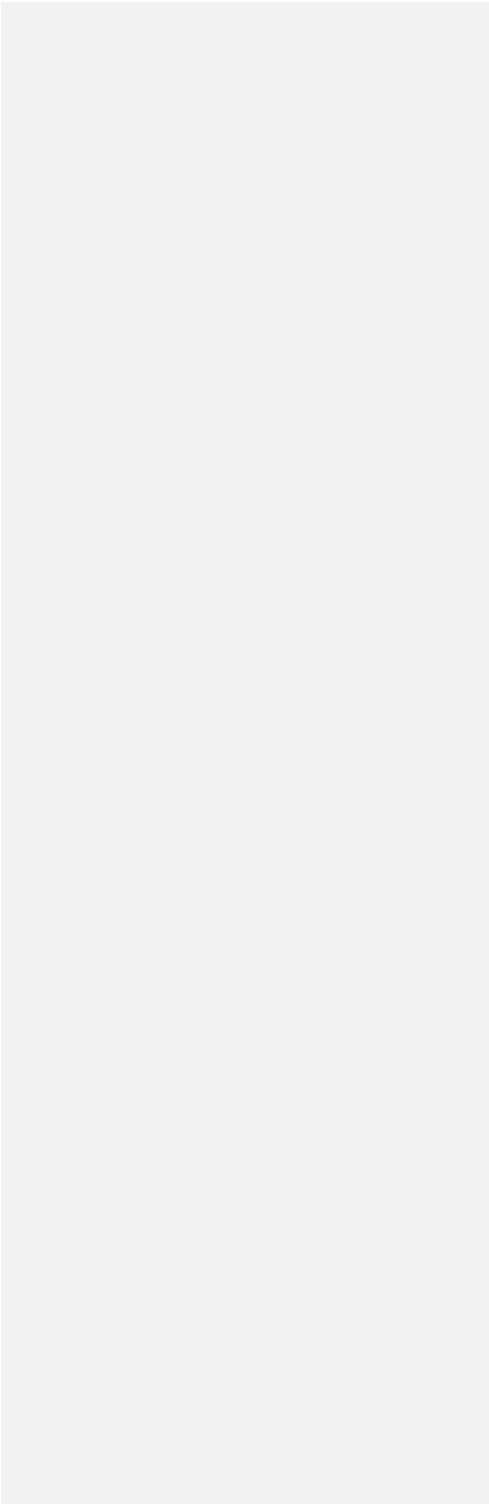


Exhibit “6” Vendor’s Maintenance or Support Agreement

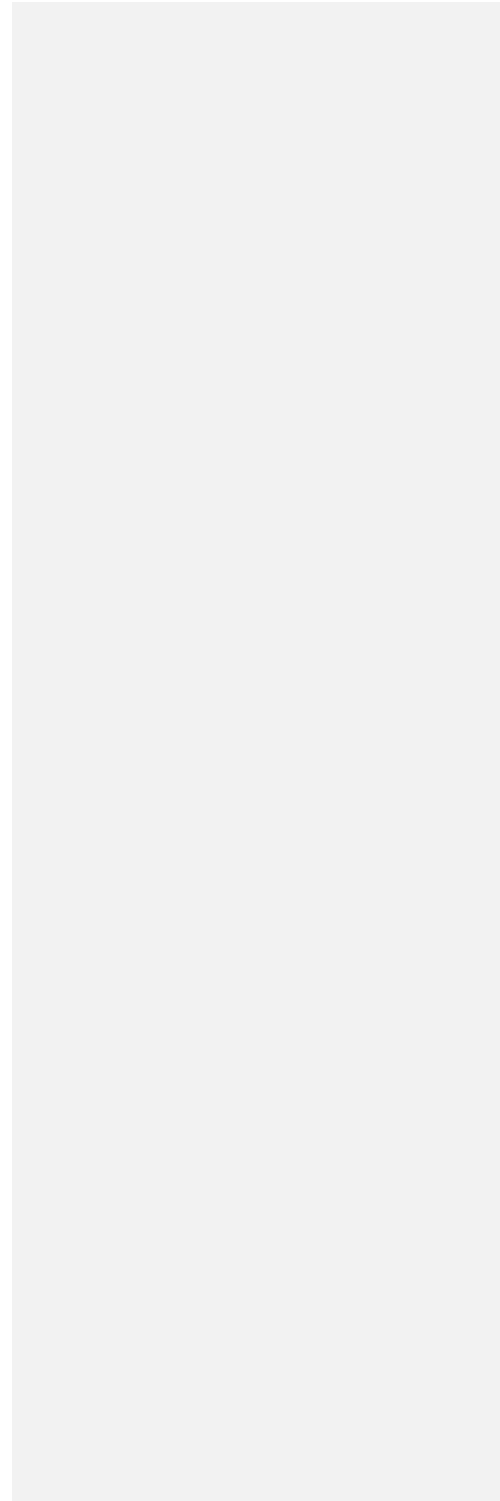


Exhibit “7” Vendor’s Service Level Agreement

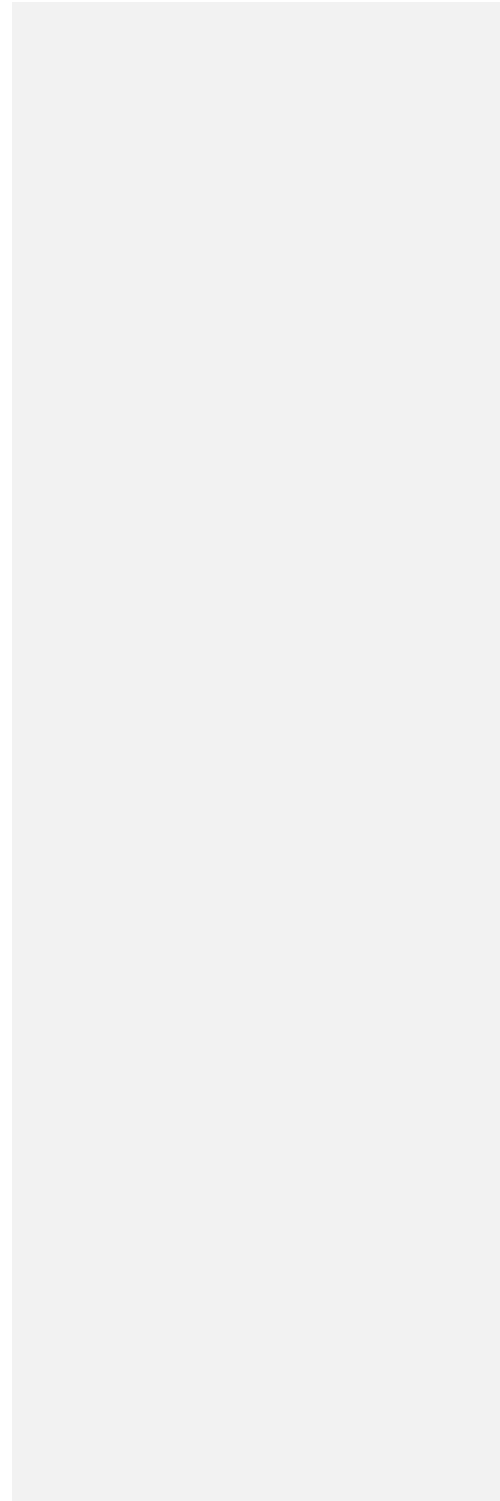


Exhibit “9” Information Security

Information Security

1. General Provisions

- 1.1. Contractor represents and warrants that it will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations.
- 1.2. Contractor shall implement administrative, physical, and technical safeguards to ensure the security of Protected Information that are no less rigorous than accepted industry practices including National Institute of Standards and Technology (NIST) 800-53, Center for Internet Security (CIS) controls, the International Organization for Standardization’s standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, the Information Technology Infrastructure Library (ITIL) standards, or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Protected Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- 1.3. All employees and subcontractors given access to any Personally Identifiable Information (PII) ~~or Restricted or Protected Information such as information protected as or by Payment Card Industry Data Security Standard (PCI DSS), PII, Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS), etc.~~ must agree to abide by the terms of the Agreement and restrict the use of Protected Information only for subcontractor’s or employees’ internal business purposes and only as necessary for the execution of the Agreement.
- 1.4. Contractor shall maintain current supported operating system for Cobb County systems.
- 1.5. Contractor shall provide evidence of background check completion or verification of such security measure control through the SOC 2 Report for Core Subscription Services.
- 1.6. If any regulator, or any subpoena, warrant, or other court or administrative order, requires Contractor to disclose or provide County Data to a regulator or to any third party, or to respond to inquiries concerning the processing of County Data, Contractor shall promptly notify County, unless prohibited by applicable law. Following such notification, Contractor shall reasonably cooperate with County in its response, except to the extent otherwise required by applicable law.
- 1.7. County consents to Contractor’s use of subcontractors to provide aspects of the Services and to Contractor’s disclosure and provision of County Data to those subcontractors. Contractor shall be responsible for the performance of its subcontractors. Contractor shall ensure subcontractors are subject to contractual obligations which are the same as or equivalent to those imposed on Contractor with regard to the processing of County Data. Contractor shall maintain a list of its subcontractors on its company website under the Privacy page. Contractor shall inform County of any intended changes concerning the addition or replacement of any subcontractor within a reasonable time prior to implementation of such change. In the event of County objecting to such change, Contractor shall make reasonable efforts to address County’s concerns ~~(including making reasonable efforts to find an alternative subcontractor).~~

Commented [JC29]: Clarify that these laws are those applicable to UKG and its operations

Commented [TS30]: Not applicable nor in scope for the services provided.

Commented [TS31]: Customers can rely on the SOC 2 Report where our independent third-party verifies controls, such as background checking.

Commented [JC32]: If UKG is unable to address the County’s concerns, the County may terminate the agreement with respect to that portion of the Services to which County objects.

1.7.1. When Contractor's or a subcontractor's personnel are providing services on County's systems or premises, Contractor shall comply and shall require its personnel and subcontractors' personnel to comply, with all applicable laws, rules, and regulations, as well as County policies and standards in effect during the performance of this Agreement, including (without limitation) County's reasonable confidentiality requirements, County's policies, standards and procedures regarding data access, security, personnel conduct, safety, and ethics, including spoken directives of County facility staff. In the event that any of Contractor's or a subcontractor's personnel do not comply with such requirements, County, in its sole reasonable discretion, may have the personnel's access revoked and/or have such personnel removed from the premises.

Commented [TS33]: While supporting the services, UKG would follow County policies while accessing customer owned systems or offices.

2. Compliance

~~2.1.~~ If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit, or other payment cardholder information, Contractor shall at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS at Contractor's sole cost and expense.

~~2.2.2.1.~~ If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose protected health information, Contractor shall at all times remain in compliance with HIPAA requirements, including remaining aware at all times of changes to HIPAA and promptly implementing all procedures and practices as may be necessary to remain in compliance with HIPAA at Contractor's sole cost and expense.

~~2.2.1-2.1.1.~~ Contractor agrees to execute and incorporate into this Agreement a Business Associate Agreement if and when it is necessary under HIPAA, including any regulations promulgated thereunder, including as a result of a change in the Services or the manner in which they are provided.

~~2.3.~~ If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose criminal justice information, Contractor shall at all times remain in compliance with CJIS requirements, including remaining aware at all times of changes to CJIS and promptly implementing all procedures and practices as may be necessary to remain in compliance with CJIS, including certifying staff for background check and training, at Contractor's sole cost and expense.

Commented [TS34]: Not applicable nor in scope for the services provided. UKG provides a human capital management solution, where Personally Identifiable Information ("PII"), such as name, email, address, etc. is in scope for the application.

~~2.4.2.2.~~ In respect of Personal Data provided to Contractor by County in connection with the Agreement, Contractor shall comply and shall ensure that its personnel complies, with the requirements of state, federal, and national privacy laws and regulations governing such Personal Data in Contractor's possession or under its control and applicable to Contractor's provision of Services.

~~2.5.2.3.~~ Contractor shall notify County, without undue delay, of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to County Data in Contractor's possession or under its control (a "Data Breach"). Each party shall reasonably cooperate with the other with respect to the investigation and resolution of any Data Breach including, in the case of Contractor, prompt provision of the following, to the extent then known to Contractor: (i) the possible cause and

consequences of the Data Breach; (ii) the categories of County Data involved; (iii) a summary of the possible consequences for the relevant users; (iv) a summary of the unauthorized recipients of County Data; and (v) the measures taken by Contractor to mitigate any damage. Upon confirmation of any vulnerability or breach of Contractor's security affecting County Data in Contractor's custody and control, Contractor shall modify its processes and security program, as necessary, to mitigate the effects of the vulnerability or breach upon such County Data.

3. Data Security

- 3.1. Contractor shall ensure all County Data ~~is stored remains within the United States and is not processed, stored, transmitted, or disposed of out of the country without the prior written authorization by County.~~
- 3.2. Where possible, Contractor shall remove, disable or change all default credentials prior to placing equipment into production. Removal is preferable.
- 3.3. Contractor shall uninstall or disable unnecessary programs and services prior to placing equipment into production. Uninstalling is preferable.
- 3.4. Contractor shall implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of County Data in the custody of and processed by Contractor; (ii) protect against any anticipated threats or hazards to the security or integrity of such County Data; (iii) protect against unauthorized access to or use of such County Data; and (iv) ensure that Contractor's return or disposal of such County Data is performed in a manner consistent with Contractor's obligations under items (i)-(iii).
- 3.5. Contractor shall store all County backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Contractor shall encrypt all County confidential data. Encryption solutions will be deployed with no less than a 128-bit encryption key using the Advanced Encryption Standard (AES). The encryption standards apply to data at rest and data in motion.
- 3.6. Contractor shall use Transport Layer Security (TLS) protocol TLS 1.2 or higher.
- 3.7. If any user requests Contractor to provide them with information relating to processing of their Personal Data, or to make changes to their Personal Data, Contractor shall promptly notify County of the request, unless otherwise required by applicable law. County may make changes to User Data using the features and functionality of the Application. Contractor shall not make changes to User Data except as agreed in writing with County. Contractor shall process County Personal Data only as necessary to provide the Services, and in accordance with County's written instructions. This Agreement and County's use of the Application's features and functionality are County's instructions to Contractor in relation to the processing of County Personal Data.
- 3.8. County is solely responsible for its data retention obligations with respect to County Data. County may export County Data from the Application at any time during the Agreement Term, using the Application's then existing features and functionality, at no additional charge. County may delete County Data on its Instances at any time. Contractor shall delete County's Instances (and any data remaining on such Instances) upon termination or expiration of the Agreement.

Commented [TS35]: The location where Customer data is hosted, stored, and backed up is dependent on the geographic location selected on the Order Form by the Customer. For example, if the Customer selects the United States on the Order Form, the Customer's data will be hosted, stored, and backed up within the United States.

UKG provides 24/7/365 global support to its Customers. UKG's team is comprised of variety of individuals from all over the globe. Customer Data may be accessed outside of the US by UKG personnel for the purposes of support. Access to electronically held Customer Data is granted only to authorized personnel, who are UKG employees, using the principle of least privilege role-based access model. UKG employees are provisioned the access required to perform their job responsibilities and all of activity is logged and monitored in accordance with the ISO 27001, 27017 and 27018 programs, as well as the audited controls reflected in the SOC 2 Type I and SOC 2 Type II reports.

UKG is a global company with a follow the sun support model. UKG may provide support for the services from any of its global locations, which currently consist of the US, United Kingdom, Australia, Canada, India, France, Singapore, Uruguay and Ireland. UKG may stand up additional or change locations as necessary to meet its support needs. Additionally, all support locations are vetted through our third-party risk process, and depending on the location proposed, may be evaluated by our Threat Intelligence team within Enterprise Security to determine whether the geographic location is appropriate for the support activities proposed.

UKG's Legal Privacy team evaluates any legal privacy considerations associated with a support location to ensure compliance with data protection regulations.

3.9. All rights, title, and interest in and to County Data are and shall remain the property of County. County understands that certain applications will not function absent County Data, and as such, County shall provide digital files, in the form and format and on the schedule specified by Contractor, County Data, and other information reasonably required for Contractor's performance of its obligations under the Agreement. Subject to the terms of the Agreement, County hereby grants to Contractor throughout the term of the Agreement (and after the term solely as reasonably necessary for the performance of Contractor's post-termination obligations to County) the rights to use, reproduce, store, distribute, modify, cache, and transmit County Data via the applicable Application solely to the extent necessary for Contractor to provide the Services or otherwise perform its obligations under the Agreement. Contractor shall allow access to County Data on a need to know basis using the principle of least privilege.

Commented [JC36]: Refer to UKG's EULA for relevant provisions addressing permitted uses of County Data.

3.10. County Data will be and remain the property of County. Contractor may not use County Data for any purpose other than to render the Services. No County Data will be sold, assigned, leased, or otherwise disposed of to third parties or commercially exploited by or on behalf of Contractor (or any of its Subcontractors). Neither the Contractor nor any of its Subcontractors may possess or assert any lien or other right against or to County Data. Without limiting the generality of the foregoing, (a) the Contractor may use County Data only as strictly necessary to render the Services and must restrict access to such information to Contractor Personnel on a strict need-to-know basis, and (b) the Contractor will not download, copy, transmit or make available any County Data to any third party, except as expressly permitted by this Agreement.

Commented [JC37]: Refer to UKG's EULA for relevant provisions addressing permitted uses of County Data.

3.11. When County Data is in the Contractor's possession or under the Contractor's control and an event occurs that prevents or hinders the access to or reliable use of such County Data, the Contractor will re-create or restore such data immediately, or in any case, as soon as reasonably practicable, to the last scheduled back-up applicable to such County Data in accordance with the Contractor's responsibilities hereunder. Any such re-creation or restoration will be at the Contractor's expense and County will not be subject to any charge in connection therewith.

3.12. The Contractor will maintain a comprehensive Security Program in compliance with generally accepted industry standards and applicable laws (i) County Rules and (ii) the Federal Information Security Management Act (FISMA), 44 U.S.C. § 3541 *et seq.* The content and implementation of the Security Program and associated technical, organizational, and security measures will be fully documented by the Contractor.

Commented [TS38]: This is a commercial SaaS software solution. UKG's policies are designed in accordance with UKG's policies for our entire customer base. Upon request, UKG can provide the County with relevant material information through UKG's Customer Due Diligence Package, so that the County may determine whether UKG is in compliance with its policies. With respect to UKG's information security practices, UKG Pro is audited against the AICPA/SSAE 18 SOC 2 Trust Principles, and has achieved ISO 27001, 27017 & 27018 Certifications.

4. Right to Audit

4.1. Vendor shall provide County Information Security Team with the most recent Service Organization Control 2 (SOC 2) Type 2 Report upon request to assess the effectiveness of security processes by observing operations for at least three months, but preferably 6-12 months.

4.2. Contractor shall maintain compliance with industry standards and applicable governing frameworks such as Statement on Standards for Attestation Engagements (SSAE) and the International Organization for Standardization (ISO) (e.g., SSAE 16, ISO 27001, and ISO 27018) throughout the Agreement Term. Contractor shall make available to County, annually and upon request, all-relevant information necessary to demonstrate compliance with its

obligations. Contractor shall allow for and contribute to audits conducted by County, or third-party auditor mandated by County, so long as said third party auditor is acceptable to Contractor, under the following parameters:

- 4.2.1. County may elect to conduct an audit not more than once within any 12-month period at no cost to County. Any such audits shall be limited to a robust customer due diligence package consisting of details on Contractor's information security/risk practices and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at Contractor's corporate headquarters. In the event County requests support or information beyond the content described above, or requests Any additional audits within the same 12-month period, then, upon County's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, and scheduling of the audit and shall be subject to a reasonable fees.
- 4.2.2. Third-party auditors mandated by County shall enter into confidentiality agreements with Contractor that are no less restrictive than those set out in this Agreement;
- 4.2.3. County provides reasonable prior notice of such request for an audit;
- 4.2.4. County ensures such audit shall not be unreasonably disruptive to Contractor's business; and
 - 4.2.4.1.1. Neither County nor its auditors shall be permitted to make unaccompanied site visits or to logically access Contractor's IT systems

5. Confidential Information

- 5.1. Contractor's employees, agents, and subcontractors may have access to confidential data maintained by County to the extent necessary to carry out Contractor's responsibilities under the Agreement. Contractor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by County. If it is reasonably likely Contractor will have access to County's confidential information, then:
 - 5.1.1. Contractor shall provide to County a written description of Contractor's policies and procedures to safeguard confidential information;
 - 5.1.2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - 5.1.3. Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by Contractor in connection with the performance of the Services; and
 - 5.1.4. Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Agreement.
- 5.2. The private or confidential data shall remain the property of County at all times. Some services performed for County may require Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement if required, may result in termination of the Agreement.
- 5.3. No confidential data collected, maintained, or used in the course of performance of the Services shall be disseminated except as authorized by law and with the written consent of County, either during the period of the Agreement or thereafter. Any data supplied to or created by Contractor shall be considered the property of County. Contractor shall return any and all data collected, maintained, created, or used in the course of the

Commented [TS39]: UKG maintains a Customer Audit Program, where we inform and provide Customers with assurances of UKG's information security and risk management practices, through our Customer Due Diligence Package, in support of Customer's due diligence efforts. Should Customer's need information beyond the Customer Due Diligence Package and reasonable access to knowledgeable personnel to discuss the controls in place, then the parties will mutually agree on an audit plan, and UKG will reasonably support the Customer in their due diligence efforts.

performance of the Services, in whatever form it is maintained, promptly at the request of County.

- 5.4. In the event that a subpoena or other legal process is served upon Contractor for records containing confidential information, Contractor shall promptly notify County and cooperate with County in any lawful effort to protect the confidential information.
- 5.5. Contractor shall immediately report to County any unauthorized disclosure of confidential information.
- 5.6. Contractor's confidentiality obligation under the Agreement shall survive termination of the Agreement.

6. Termination

- 6.1. Following the termination or expiration of this Agreement, Contractor shall offer transition assistance, which may include, to the extent practicable, an export of County Data from the applicable Application or Instance. To the extent Contractor makes available to County an Application Program Interface (API) or other means to assist with such transition, the API shall be Contractor's Confidential Information, and County is granted a personal, non-sublicensable, nonexclusive, non-transferable, limited license to use the API solely for County's internal use for exporting County's content from the existing system to the new County system. County shall not (a) copy, rent, sell, disassemble, reverse engineer, or decompile (except to the limited extent expressly authorized by applicable statutory law), modify, or alter any part of the API, or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event County breaches this Section or immediately upon notice from Contractor.
- 6.2. Upon termination of this Agreement and transfer of data to County, Contractor shall sanitize/erase, destroy, and render unrecoverable all County Data still in its possession and certify in writing, upon request, that these actions have been completed within thirty (30) days of the termination of this Agreement and transfer of data or within seven (7) days of the request of an agent of County, whichever shall come first. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A (<http://csrc.nist.gov/>) or other generally accepted guidelines for the secure deletion of data.
- 6.3. In order to protect the interests of the public, Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to County or another contractor. Contractor shall provide full disclosure to County and third party contractor of the equipment, Software, Licenses, and Services required to perform for County. Contractor shall transfer licenses or assign agreements for any Software or third party services used to provide the Services to County or to another contractor.

Further, in the event that County has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Commented [JC40]: Refer to Effect of Termination in UKG's EULA provided as part of its response.

Commented [JC41]: See UKG EULA for "Effects of Termination" and the scope of UKG's post-termination support. All other efforts and cooperation would be subject to a mutually agreed upon Statement of Work, including any associated costs.

Commented [TS42]: The County is the controller of its data input within the application. Upon termination of the contract, the County would be provided with an access window (generally 30 days) to extract their data from the application. Once, that extraction window passes, UKG would lock the County's company records within the application, revoking the County's ability to access the environment. Following this period, UKG would delete confidential County data from the environment in accordance with generally accepted guidelines for the secure deletion and sanitization of data. Final deletion of County Data will be completed when the last backup that contained County Data is securely overwritten within the Service.

Field Code Changed

Commented [JC43]: See UKG EULA for "Effects of Termination" and the scope of UKG's post-termination support. All other efforts and cooperation would be subject to a mutually agreed upon Statement of Work, including any associated costs.

Exhibit “10-A” Change Control Definitions and Process

1. Change Control Definitions and Process

Project scope and schedule changes to **Exhibit “4” Vendor’s Statement of Work** shall be addressed through this Change Control Process using **Exhibit “10-B” Change Order Form**. Any changes shall be documented, reviewed, and mutually agreed upon by the Parties. The Change Order Form shall document the scope of work and a fee. Implementation of the change shall be factored into the initial project plan and a modified completion date for the project will be detailed, if necessary. The hourly bill rate for all change orders is \$_____ USD.

2. Change Control Definitions

- a. “**Change Control**” describes the process for managing potential project changes.
- b. “**Change Request**” is an informal request by Customer or Vendor to modify the scope, schedule, and/or budget of the Professional Services to be provided pursuant to SOW-#.
- c. “**Change Order**” is a formal amendment to SOW-#, generated by Vendor signed by both parties.

3. Change Control Process

The following provides a summary of the process to follow if a change to this SOW is desired:

- a. Customer or Vendor submits a written (email acceptable) Change Request including the following:
 - i. change description, detailing what is to be amended from this SOW
 - ii. rationale for the change
 - iii. impact the change may have on the Professional Services
- b. Both Customer and Vendor review the Change Request to determine the merits of the request and the impact of on the fees, schedule, scope, and other terms and conditions of the SOW that may result from the implementation of the Change Request.
- c. The parties decide either to accept or to reject the change.
- d. Vendor prepares a Change Order, which includes a description of the applicable changes to scope, estimated fees, planned resources, timeline, and any other terms.
- e. Vendor submits Change Order to Customer for final review and approval.
- f. Vendor executes the Change Order and sends to Customer.
- g. Customer executes the Change Order, and if applicable, generates a purchase order associated with that Change Order.

The Professional Services described in the fully executed Change Order will be performed by Vendor as included as part of the **Exhibit “4” Vendor’s Statement of Work**.

Exhibit “10-B” Change Order Form

Change Order No. **X** (“Change Order”) by and between County and **Vendor Name** (“Vendor”) is subject to all the terms and conditions of **Exhibit “4” Vendor’s Statement of Work** (“SOW”) in the Agreement between County and **Vendor Name** dated **mm/dd/yyyy**.

The Parties agree to revise the scope and budget of the SOW as follows:

1. Change Order Summary

This Change Order is necessary to redefine the requirements to accommodate changes requested by the County for <insert description here>.

2. Tasks Removed from Scope

The tasks below have been removed from the scope of the project:

#	Task
1	
2	
3	

3. Tasks Added to Scope

The tasks below are added to the scope of the project:

#	Task
1	
2	
3	

4. Estimated Hours

The Change Order represents an update to the Budgetary Guidance set forth in **SOW-X** as follows:

Change Order Scope		Estimated Time to Complete (in hours)
1		
2		
3		

	Totals Hours:	

5. Change Order Effect on SOW-X Scope Hours and Cost

Original SOW Budgetary Guidance	Original Project Scope Hours	Change Order #	Increase (Decrease) Hours	Increase (Decrease) Cost	New Project Scope Hours	New Project Budget
Total Project Hours and Budget						

6. Change Order Payment Terms

Actual professional services under this Change Order will be billed at an hourly rate of at \$xxx.xx USD and invoiced monthly with net 30 payment terms.

If no Bill Rate is provided above, billing for actual professional services under this Change Order will be agreed to by the Parties and will include:

Bill Rate

Invoice Frequency

Net Payment Terms

If travel and expenses (T&E) are expected, details are included in this formal Change Order and will be agreed to and executed between the Parties.

Exhibit "11-A" Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its 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 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 **Exhibit "11-B" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "11-C" Immigration Compliance Certification** 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 for a period of five (5) years 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) Allow the audit or review of records of compliance by County upon request.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Commission Expires:

Version 09-20-2013

Exhibit "11-B" Subcontractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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 subcontractor 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 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 **Exhibit "11-B" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "11-C" Immigration Compliance Certification** 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.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

Commission Expires: _____

Version 09-20-2013

Exhibit "11-C" Immigration Compliance Certification

EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

(To be completed by Contractor and all subcontractors prior to contract initiation, every six months after commencement of work, and at any time there is a change in personnel assigned to the Project.)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to the <...>

_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

1. The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
2. We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
3. If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
4. I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate;
5. To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
6. If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

Commission Expires: _____

Version 09-20-2013

Exhibit “12” Conflict of Interest Affidavit

As a duly authorized representative of **Vendor Name** (“Vendor”), I, **<insert affiant’s name>**, **<insert affiant’s title>**, certify that to the best of my knowledge that Vendor did not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation, that no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm’s parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

Signature

Printed Name and Title

Date

Subscribed and sworn before me
on this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

APPENDIX 6 – EXHIBIT F: FEDERAL FUNDS CERTIFICATIONS

If and when federal funding is intended to be used by a Participating Public Agency, UKG will review and discuss the applicability of the various FARs to the specific transaction with such Participating Public Agency and incorporate such provisions in the contract with the Participating Public Agency as appropriate.

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26, Covered Telecommunications Equipment or Services—Representation](#), or in paragraph (v)(2)(i) of the provision at [52.212-3, Offeror Representations and Certifications-Commercial Items](#). The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In

addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public

Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify

and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements

enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant,

contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of

the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households –

Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or

cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which

this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

APPENDIX 7 – EXHIBIT G: NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

Exhibit G - DOC #1: Ownership Disclosure Form

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: UKG Kronos Systems LLC

Organization Address: 900 Chelmsford Street, Lowell, MA 01851

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Kronos Acquisition LLC	UKG Kronos Systems, LLC is 100% owned by Kronos Acquisition LLC

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

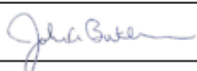
Full Name (Print):	John Butler	Title:	Treasurer
Signature:		Date:	August 4, 2024

Exhibit G - DOC #2: Non-Collusion Affidavit

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

Commonwealth of Virginia
 State of New Jersey
 County of City of Lynchburg

ss:

I, John Butler residing in North Reading
(name of affiant) (name of municipality)
 in the County of Middlesex and State of MA of full age,
 being duly sworn according to law on my oath depose and say that:

I am Treasurer of the firm of UKG Kronos Systems, LLC
(title or position) (name of firm)

the bidder making this Proposal for the bid
#24-6833: Human Resource Information
Systems and Related Products and Services
(title of bid proposal)
 entitled and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the OMNIA Partners
(name of contracting unit)
 relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by UKG Kronos Systems LLC.

Subscribed and sworn to

before me this day

John Butler
 Signature

31st of July, 2024

John Butler

(Type or print name of affiant under signature)

Commonwealth of Virginia
 Notary public of

My Commission expires 03/31/2025

(Seal)



JONATHAN EDWARD CROTSLEY
 NOTARY PUBLIC
 REGISTRATION # 7737033
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES
03/31/2025

Jonathan Crotsley

Exhibit G - DOC #3: Affirmative Action Affidavit

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: UKG Kronos Systemss LLC

Street: 900 Chelmsford Street

City, State, Zip Code: Lowell, MA 01851

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 29, 2024

Date

 Treasurer
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal				
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	<table border="1"> <tr> <td data-bbox="820 331 974 361">Bid Number:</td><td data-bbox="974 331 1291 361">24-6833</td></tr> <tr> <td data-bbox="820 361 974 390">Bidder:</td><td data-bbox="974 361 1291 390">UKG Kronos Systems LLC</td></tr> </table>	Bid Number:	24-6833	Bidder:	UKG Kronos Systems LLC
Bid Number:	24-6833				
Bidder:	UKG Kronos Systems LLC				

EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☒ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Exhibit G - DOC #4: Political Contribution Disclosure Form

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

Exhibit G - DOC #5: Stockholder Disclosure Certification

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

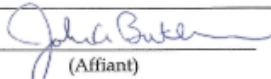
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kronos Acquisition LLC	Name:
Home Address: 900 Chelmsford Street Lowell, Massachusetts 01851	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>4th</u> day of <u>August</u> , 2024	 (Affiant)
(Notary Public) Jonathan Edward Crotsley	John Butler, Treasurer (Print name & title of affiant)
My Commission expires: 03/31/2025	(Corporate Seal)



Jonathan Crotsley

Exhibit G - DOC #6: Disclosure of Investment Activities in Iran

DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24-6833: Human Resource Information Systems and Related Products and Services
VENDOR NAME: UKG Kronos Systems LLC.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

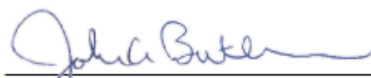
Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature

August 1, 2024

Date

John Butler, Treasurer
Print Name and Title

DPP Rev. 12.13.2021

Exhibit G - DOC #7: Certification of Non-Involvement in Prohibited Activities in Russia/Belarus

DOC #7



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)



- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



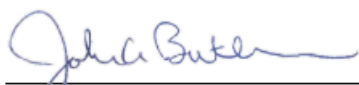
- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets if Necessary.)



Signature of Vendor's Authorized Representative

John Butler, Treasurer

Print Name and Title of Vendor's Authorized Representative

UKG Kronos Systems LLC.

Vendor's Name

900 Chelmsford Street

Vendor's Address (Street Address)

Lowell, MA 01851

Vendor's Address (City/State/Zip Code)

August 1, 2024

Date

04-2640942

Vendor's FEIN

978-250-9800

Vendor's Phone Number

978-367-5900

Vendor's Fax Number

security@ukg.com

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

Exhibit G - DOC #8: New Jersey Business Registration Certificate

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	UKG KRONOS SYSTEMS, LLC
Trade Name:	
Address:	297 BILLERICA RD CHELMSFORD, MA 01824-4119
Certificate Number:	0056573
Effective Date:	November 16, 1993
Date of Issuance:	February 23, 2024
For Office Use Only:	
20240223105309181	

Exhibit G - DOC #9: EEOAA Evidence

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/ Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

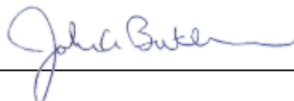
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302 - *Included on following pages*
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: John Butler Title: Treasurer

Signature:  Date: July 29, 2024

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal				
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	<table> <tr> <td>Bid Number:</td><td>24-6833</td></tr> <tr> <td>Bidder:</td><td>UKG Kronos Systems LLC</td></tr> </table>	Bid Number:	24-6833	Bidder:	UKG Kronos Systems LLC
Bid Number:	24-6833				
Bidder:	UKG Kronos Systems LLC				

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☒ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM, TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 04-2640942		2. TYPE OF BUSINESS ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER		3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY 14,628	
4. COMPANY NAME UKG Kronos Systems LLC					
5. STREET 900 Chelmsford Street		CITY Lowell	COUNTY Middlesex	STATE MA	ZIP CODE 01851
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) UKG Inc.			CITY Lowell	STATE MA	ZIP CODE 01851
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NO One					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 9,307					
10. PUBLIC AGENCY AWARDED CONTRACT		CITY	COUNTY	STATE	ZIP CODE
Official Use Only		DATE RECEIVED	INAG DATE	ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	PERMANENT MINORITY /NON-MINORITY EMPLOYEE BREAKDOWN													
	All Employees			***** MALE *****						***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min	
Officials/Managers	1440	733	705	24	91	0	78	491	51	89	0	54	469	
Professionals	5239	2603	2625	175	472	0	321	1467	275	383	0	276	1529	
Technicians	5	5	0	0	3	0	0	2	0	0	0	0	0	
Sales Workers	425	263	162	3	13	0	4	224	4	12	0	6	128	
Office & Clerical	1978	796	1169	108	207	0	89	343	232	275	0	104	464	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	9087	4400	4661	310	786	0	492	2527	562	759	0	440	2590	
Total employment from previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	220	106	114	22	30	0	21	27	18	31	0	31	23	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Employment Record	14. IS THIS THE FIRST Employee Information Report Submitted? ☐ YES ☒ NO	15. IF NO, DATE LAST REPORT SUBMITTED 2/28/2023
13. DATES OF PAYROLL PERIOD USED FROM: TO: 7/23/2024		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)		SIGNATURE		TITLE		DATE	
John Butler				Treasurer		July 29, 2024	
17. ADDRESS NO. & STREET		CITY		COUNTY		STATE	
900 Chelmsford Street		Lowell		Middlesex		MA	
				ZIP CODE		PHONE, AREA CODE, NO.	
				01851		(978) 250-9800	

I certify that the information on this form is true and correct.

Exhibit G - DOC #10: MacBride Principals Form



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Human Resource Information Systems and Related Products and Services

VENDOR NAME: UKG Kronos Systems LLC.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

John Butler, Treasurer

Print Name and Title

August 1, 2024

Date

APPENDIX 8 – UKG ADDITIONAL AGREEMENTS

EULA Public Sector MSA

UKG Kronos Systems, LLC Commercial Terms and Conditions

These Public Sector Master Terms and Conditions (this “**Agreement**”) apply to UKG Software as a Services offerings, Equipment and other related Services that are ordered from the Contractor under the Contractor Contract with the Ordering Activity. If Ordering Activity is not the United States Federal Government (“Federal”) or a Federal Agency, as well as state, local, or public education entities created by the Applicable Laws (including constitution or statute) of the applicable state (“SLED”), the UKG Master Services Agreement, which is generally available at <https://www.ukg.com/msa> (or other such titled written or electronic agreement addressing the same subject matter) shall apply. The Agreement posted on the date Customer signs the applicable Order or Statement of Work will apply for the duration of the Order or Statement of Work; however, UKG reserves the right to change the Master Services Agreement posted on this URL from time to time, but such change will not affect then existing Orders or Statements of Work. Archived Master Services Agreements can be found at:

1. Services

- 1.1 Subscription Services.** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Contractor of all fees and Customer's compliance with this Agreement, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.
- 1.2 Support Services.** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at <https://www.ukg.com/saas-support-policies-and-services>. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.
- 1.3 Professional Services.** UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.
- 1.4 Training Services.** In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training Services outside the scope of this section shall be provided by UKG as described in the Order and Statement of Work.

2. Acknowledgements

- 2.1 Reservation of Rights.** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no “work for hire” created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.
- 2.2 Use Restrictions.** Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create Internet “links” to the Subscription Services or “frame” or “mirror” the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.
- 2.3 Customer Feedback.** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services (“**Feedback**”), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute,

disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

2.4 Consent to Subcontract. Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.

2.5 Compliance with Laws. UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.

2.6 Upgrades and Modifications.

2.6.1 Upgrades. Customer acknowledges that the Subscription Services may change at any time as required by changes to normal business conditions. It is further understood by Customer that any changes to the Subscription Services will be applicable to all UKG customers utilizing the Subscription Services and such changes will not materially diminish the functionality of the Subscription Services.

2.6.2 Modifications. UKG may unilaterally revise its Master Services Agreement ("MSA") terms if they are not material. For revisions that will materially change the terms of the Agreement, the revised MSA terms must be incorporated into the Agreement which will be published. Any MSA terms or conditions unilaterally revised that are inconsistent with any material term or provision of this Agreement shall not be enforceable against the Customer, and the Customer shall not be deemed to have consented to them.

2.7 Acceptable Use. Customer will use the Subscription Services in full compliance with the Acceptable Use Policy attached as Exhibit 1 and which could be found in <http://www.ukg.com/acceptable-use-policy> ("**Acceptable Use Policy**"), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.

2.8 Access Credentials. Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its departments or public agencies which Customer controls without requiring such department or public agency to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor. Customer authorizes UKG to provide such Customer contractors access to the Subscription Services.

2.9 Connectivity. Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees and Taxes

UKG understands that Customer may be subject to Applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

3.1 Fees. Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined on the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b)

minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

- 3.2 Taxes.** *This section applies only if Customer has not provided with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* The fees exclude, and Customer will be responsible for, all applicable sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income)("Taxes").
- 3.3 Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

- 4.1 Ownership of Customer Data.** Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data, but Customer is responsible for maintaining backup copies of all data and information that Customer inputs into the Services or otherwise provides to UKG.
- 4.2 Use of Customer Data.** Consistent with common SaaS industry practices and in accordance with Applicable Laws, UKG collects Customer Data to keep Services regularly up to date with appropriate market standards and security. All Customer Data collected is used solely for the purpose of providing and improving the Services and enhancing the customer experience with new functionalities.
- 4.3 Collection of Personal Information.** Services may employ applications and tools that collect and process Personal Information that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Information, Customer may need to uninstall or discontinue using certain Services.
- 4.4 Data Privacy and Security.** Each Pa agree to comply with Applicable Laws in its processing of Personal Information. UKG and its subprocessors will process Personal Information in accordance with UKG's DPA (United States) located in Exhibit 2. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.
- 4.5 Monitoring.** UKG may monitor and analyse the use of its Subscription Services, which may capture information concerning security and how often Customers use the application, the events that occur within the application, aggregated usage, performance data, and access locations. The Subscription Services will collect usage statistics, telemetry, and other data from Customer, such as mobile number, email address, IP address, and other unique verification identifier, for the purposes of enabling multifactor authentication; providing, operating, maintaining, customizing, and improving the Subscription Services and its security; developing new or different functionalities; and benchmarking, modelling, and training.

5. Confidentiality

- 5.1 Definition. "Confidential Information"** is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.
- 5.2 Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.
- 5.3 Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.
- 5.4 Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as

stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

- 5.5 Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.
- 5.6 Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).
- 5.7 FOIA/Public Disclosure Laws.** Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Customer may disclose such information to third parties upon written request to the extent compelled by such Applicable Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UKG's cost, if UKG wishes to limit or contest the scope of the disclosure in whole or in part.

6. Warranty

- 6.1 Mutual Warranties.** Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.
- 6.2 Subscription Services Warranty.** UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.
- 6.3 Professional, Support, and Training Services Warranty.** UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.
- 6.4 Disclaimer.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).
- 6.5 Customer Warranty.** Customer warrants that it has all rights and required consents to provide to UKG Customer Data.

7. Term and Termination

- 7.1 Term of the Agreement.** The term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew

for the duration indicated on the Order as the Renewal Term.

7.2 Types of Termination

7.2.1 Non-renewal. Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Initial Term or a Renewal Term.

7.2.2 For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3 For Non-Appropriation of Funds. If Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement, then, to the extent required by law, the following will apply: Customer may terminate the Service in the event of a reduction in appropriations to any fund(s) from which UKG is to be paid for Services ordered under this Agreement but not yet delivered. Customer will provide a ninety (90) day prior written notice in the event of such termination to UKG and Customer agrees to pay for the products delivered and the services performed by UKG prior to the effective date of such notice. In the event of such termination, Customer shall not be entitled to a refund of pre-paid Services, such as the support fees. Customer acknowledges that by executing an Order Form for the Services, Customer has received fiscal appropriations for the amounts due during the Initial or Renewal Term (as applicable) as indicated on such Order.

7.3 Effects of Termination. The following terms apply if an Order is terminated for any reason:

7.3.1 Fees. All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Order is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees, under a separate Order or SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 Deletion of Customer Data. UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

8.2 Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially

reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

- 8.3 Exceptions.** UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by Customer, or on behalf of Customer; (b) use other than as expressly permitted by this Agreement or by UKG in writing; or (c) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.
- 8.4 Qualifications.** Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.
- 8.5 Government Control of Defense.** If Customer is a US Federal, State, or Local governmental entity, then, to the extent required by law, the following will apply: Any provision of the Agreement requiring UKG to defend or indemnify Customer is hereby amended, solely to the extent required by Applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer) has the right to represent the respective Federal or SLED entity in litigation and other formal proceedings at its own cost. Subject to approval of the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer), if applicable, Customer shall tender defense of action to UKG upon request by UKG.
- 8.6** This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.

9. Limitations of Liability

- 9.1 Monetary Cap.** DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).
- 9.2 Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.
- 9.3 Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

- 10.1 Jurisdiction & Dispute Resolution.** This Agreement is governed by and is to be interpreted solely in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in Boston,

Massachusetts in any dispute arising out of or relating to this Agreement. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

Federal Government Use Provision.

- 10.1. Federal Government Use Provision.** If the ultimate end user is a U.S. federal government entity, then it acknowledges that the Subscription Services, Equipment and Documentation consist of "commercial services" and "commercial products," as defined in FAR 2.101, consisting of "commercial computer software," "commercial computer software documentation" and "technical data" as these terms are used in FAR 12.211-12.212 and in DFARS 227.7202, as applicable. All such government end users will comply with these TOU while using Subscription Services, Equipment and Documentation. The rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Subscription Services, Equipment and Documentation shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If such Customer needs any additional rights, it must negotiate a mutually agreed addendum to these TOU specifically granting those rights.
- 10.2 Export.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied-party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 10.3 UKG's Employer Obligations.** UKG is responsible for compliance with all requirements and obligations relating to its employees under all Applicable Laws including, but not limited to, employer's obligations under laws relating to: payroll, income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.
- 10.4 Human Trafficking and Modern Slavery.** UKG shall comply with all Applicable Laws regarding slavery and human trafficking of the state, province, and country/countries in which they are performing the Services and doing business, including, but not limited to, the California Transparency in Supply Chains Act and the United Kingdom Modern Slavery Act.
- 10.5 E-Verify.** To the extent required by Applicable Laws, UKG agrees to utilize the U.S. Department of Homeland Security's E-Verify system, to verify the employment eligibility of all persons assigned by UKG to perform work in the United States pursuant to this Agreement.
- 10.6 Severability and Waiver.** The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.
- 10.7 Surviving Provisions.** Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.
- 10.8 Assignment.** This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. In the event of such an assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. In no event shall Customer have the right to assign the Agreement to a direct competitor of UKG. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.
- 10.9 Force Majeure.** If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party

will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

- 10.10 Publicity.** UKG will not publicize matters relating to Customer's use of the Services without Customer's prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer's name, trademark, and logo, in any and all media, including without limitation, UKG's advertising literature, marketing materials, websites, and lists of UKG's customers; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from UKG. For the avoidance of doubt, this section does not prohibit UKG from referencing Customer's name in a verbal format.
- 10.11 Notice.** When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Notices sent elsewhere will not be considered effective under this Agreement. Any cure period required under this Agreement will begin on the date the notice is received.
- 10.12 eSignature.** Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.
- 10.13 No Third Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.
- 10.14 Titles and Headings.** Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 10.15 Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.
- 10.16 Entire Agreement.** This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

- 11.1 "Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.
- 11.2 "Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.
- 11.3 "Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.
- 11.4 "Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Information.
- 11.5 "Documentation"** means the written specifications for the Subscription Services or other documentation published online by UKG on its community pages, such as user manuals and administrator guides, as well as the Services Descriptions.

- 11.6 “DPA”** means UKG’s U.S. Data Processing Agreement included as Exhibit 2
- 11.6 “Order”** means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.
- 11.7 “Party” or “Parties”** means UKG or Customer, or both, as the context dictates.
- 11.8 “Personal Information”** means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including “personal information” as defined under the California Consumer Privacy Act (“CCPA”) and any similar terms, such as “personally identifiable information”
- 11.9 “Professional Services”** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.
- 11.10 “Services”** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.
- 11.11 “Services Description”** means the supplemental terms applicable to a Subscription Service or other offerings located at <http://www.ukg.com/services-descriptions>.
- 11.12 “Statement of Work” or “SOW”** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.
- 11.13 “Subscription Services”** means those UKG software-as-a-service (“SaaS”) applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.
- 11.15 “Support Services”** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.
- 11.16 “Training Services”** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.
- 11.17 “UKG”** means UKG Kronos Systems, LLC., a Massachusetts limited liability company with its principal place of business at 900 Chelmsford Street, Lowell, MA 01851.

Exhibit 1

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. In accordance with the Agreement, Customer agrees to use the Services in accordance with the latest version of this Policy.

1. Prohibited Use.

Customer agrees that it shall not use the Services, nor authorize, encourage, promote, facilitate or instruct others including its authorized users or Affiliates to use the Services as set forth below:

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to: • Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography. • Harmful or Fraudulent Activities. Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices. • Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others. • Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts. • Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.
(b) No Security Violations	Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to: • Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System. • Interception. Monitoring of data or traffic on a System without permission. • Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers. • No Use of Robots. Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)
(c) No Network Abuse	Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to: • Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled. • Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective. • Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	• Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers. • Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.
(d) No E-Mail or Other Message Abuse	Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

2. Monitoring and Enforcement

UKG reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. UKG may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.

Exhibit 2

US Data Protection Addendum

This United States Data Processing Addendum ("DPA") is by and between (i) the UKG entity set forth in the Order that references the UKG Master Services Agreement, or any other currently effective agreement, (the "Agreement"), ("UKG"), and (ii) the person or entity who is named on such Order on behalf of itself as customer and Customer Affiliates based in the United States ("Customer") and is an addendum to the Agreement. Customer and UKG are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, in the course of providing the Services to Customer pursuant to the Agreement, UKG may Process Personal information on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal information.

This DPA applies to the extent Customer and/or its Affiliates are subject solely to U.S. Privacy Laws. Should Customer become subject to any other privacy laws such as the EU General Data Protection Regulation, the Parties agree the processing of Personal information will be subject to UKG's international Data Protection Addendum located at <https://www.ukg.com/ukg-unified-dpa> unless otherwise agreed to in writing by the Parties. UKG shall comply with all U.S. Privacy Laws applicable to it as a "Service Provider" or in its role as a processor of Personal information. Customer shall comply with all U.S. Privacy Laws applicable to it as a "Business" or the controller of Personal information. Notwithstanding, UKG is not responsible for complying with U.S. Privacy Laws applicable only to Customer or Customer's industry.

1. Definitions

1.1 In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

"Affiliates" means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer and which are doing business in the United States. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

"Applicable Laws" means any applicable provisions of all U.S. laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party's respective business operations. UKG shall comply with all Applicable Laws applicable to UKG in its role as a Data Processor Processing Personal information. For the avoidance of doubt, UKG is not responsible for complying with Applicable Laws applicable to Customer or Customer's industry. Customer shall comply with all Applicable Laws to Customer as a Data Controller

"Core Subscription Services" means UKG Pro, UKG Pro Workforce Management, UKG Ready, and UKG Pro People Assist and UKG Pro Document Manager offerings identified in the Order.

"Data Subject" means an identified or identifiable natural person.

"Personal Information" means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information".

"Processing", "Process", "Processes" and "Processed" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Pseudonymized Data" means the processing of Personal information in a manner that renders the personal information no longer attributable to a specific consumer without the use of additional information, provided that the additional information is kept separately and is subject to technical and organizational measures to ensure that the personal information is not attributed to an identified or identifiable consumer.

"Services" means Core Services and any other UKG Products and Services.

"Subprocessor" means any person (including any third party and any UKG Affiliate) appointed by or on behalf of UKG to Process Personal information on behalf of Customer in connection with the Agreement, a list of which is available on [ukg.com](https://www.ukg.com), and which is incorporated herein by reference.

"UKG Processor" means UKG or a UKG Subprocessor.

"UKG Other Products & Services" means Professional Services and UKG products and services other than Core Subscription Services, which are subject to the specific Supplement for UKG Other Products and Services available on ukg.com.

"U.S. Privacy Laws" have the same meaning as in Applicable Laws and regulations concerning the privacy and security of information reasonably identifying or linked to an individual, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the "CPRA"); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 et seq. (the "CPA"); the Connecticut Data Privacy Act, Public Act No. 22-15 (the "CTDPA"); the Utah Consumer Privacy Act, Utah Code § 13-61-101 et seq. (the "UCPA"); and the Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 et seq. (the "VCDPA").

2. Processing of Customer Personal information

2.1 UKG will only Process Personal information for the purpose, and in accordance with, the relevant Customer's instructions as documented in the Agreement and this DPA, unless Processing is required by the Applicable Laws to which the relevant UKG Processor is subject, in which case UKG to the extent permitted by the Applicable Laws, will inform Customer of that legal requirement before the Processing of that Customer Personal information. Schedule 1 to this DPA sets out certain information regarding UKG's Processing of Customer Personal Data.

2.2 UKG will not: (i) Sell or Share (as both terms are defined under U.S Privacy Laws) any Personal information; (ii) retain, use, or disclose such Personal information for any purpose other than performing the Services, the business purpose stated in the Agreement or as otherwise permitted by the U.S. Privacy Laws; (iii) retain, use, or disclose the Personal information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; (iv) retain, use, or disclose Personal information outside of the direct business relationship between Customer and UKG unless otherwise permitted under the Agreement; (v) combine Personal information UKG receives from, or on behalf of, Customer with personal information that it receives from, or on behalf of, another person or persons or collects from its own interaction with a consumer, provided that UKG may combine personal information to perform the Services or as set forth in the Agreement. UKG shall notify Customer if it makes a determination that it can no longer meet its obligations under U.S Privacy Laws and Customer may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal information. Customer may take reasonable and appropriate steps to ensure UKG uses Personal information collected pursuant to the Agreement and this DPA in a manner consistent with Customer's obligations under U.S Privacy Laws.

2.3 Customer hereby (i) instructs UKG (and authorizes UKG to instruct each Subprocessor) to (a) Process Personal information; and (b) in particular, transfer Personal information to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement, (ii) warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in this section on behalf of each relevant Customer Affiliate; and (iii) warrants and represents that it has all necessary rights in relation to the Personal information and/or has collected all necessary consents from Data Subjects to Process Personal information to the extent required by Applicable Law.

3. UKG Personnel

UKG will take steps to ensure that access to Personal information is limited to those individuals who: (a) need to know or access the relevant Personal information as necessary for the purposes of providing the Services under the Agreement or to comply with Applicable Laws in the context of that individual's duties to UKG; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

UKG shall implement reasonable and appropriate safeguards to protect Personal information as set forth in Schedule 2 to this DPA and incorporated by this reference.

5. Subprocessing

5.1 Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 7, including without limitation those Subprocessors provided [herein](#) and any new Subprocessors. Subprocessors used for UKG Other Products and Services may be listed under each applicable Services Description or Order Form or in an addendum to this DPA.

5.2 UKG will provide Customer with a mechanism to obtain notification of the appointment of any new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor at least thirty (30) days before said Subprocessor carries out Processing activities on Customer Personal information on behalf of Customer. Customer may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection by email to

privacy@ukg.com to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal information or is otherwise unable to reasonably address the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor and is not a termination for cause. UKG will cease providing the impacted services thirty (30) days following the notice of termination.

5.3 With respect to each Subprocessor, UKG will verify that the arrangement between UKG and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Customer Personal information as those set out in this DPA.

6. Data Subject Requests

6.1 If Customer receives a request from a Data Subject related to Personal information Processed by UKG, Customer can either: (a) retrieve the information necessary to fulfill the request from the Services; or (b) to the extent such information is not available to Customer through the Services, UKG will reasonably assist Customer in fulfilling the request upon written request.

6.2 If UKG receives a request from a Data Subject related to Personal information Processed by UKG, UKG will promptly redirect the Data Subject to its Customer and not respond to the request except on the documented instructions of Customer or as required by Applicable Laws to which UKG is subject, in which case UKG, to the extent permitted by the Applicable Laws, shall inform Customer of that legal requirement before UKG responds to the Data Subject request.

7. Personal information Breach

7.1 UKG will notify Customer without undue delay and in accordance with U.S. Privacy Laws upon UKG or any Subprocessor becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal information transmitted, stored or otherwise processed by UKG ("**Personal information Breach**") affecting Personal information, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal information Breach under the U.S. Privacy Laws.

7.2 In the event of a Personal information Breach, the Parties will reasonably cooperate with each other, and UKG shall take commercially reasonable steps to keep Customer informed as to the investigation, mitigation, and remediation of any such Personal information Breach.

7.3 Except as may be required by Applicable Laws, UKG will not notify Customer's affected Data Subjects about a Personal information Breach without Customer's prior written consent.

8. Deletion or Return of Customer Personal information

8.1 Subject to Sections 9.2 and 9.3, following the latter of either (i) termination or expiration of the Agreement or (ii) cessation of the Processing of Customer Personal information, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal information that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

8.2 Notwithstanding Section 9.1 above, each UKG Processor may retain Personal information to the extent and for such period as required by Applicable Laws, provided that UKG will ensure the confidentiality of all such Personal information and will ensure that such Personal information is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage.

8.3 Upon receipt of written request from Customer, UKG will provide written certification to Customer that it has complied with this Section 9.

9. Audit rights

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for any and all acts or omissions of any such third party. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG's information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report for Core Subscription Services, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and

scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

10. Law Enforcement Requests

UKG agrees to notify Customer of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over UKG for disclosure of Customer Personal information processed under this DPA ("Disclosure Request") to the extent permitted by applicable law. UKG shall not respond to Disclosure Requests without notifying Customer and receiving written authorization from Customer to respond to such Disclosure Request, except as required under Applicable Laws or order of court or governmental authority with competent authority and jurisdiction over same.

11. General Terms

11.1 DPA Priority. Nothing in this DPA reduces UKG's obligations under the Agreement in relation to the protection of Personal information or permits UKG to Process (or permit the Processing of) Personal information in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

11.2 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

11.3 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained there.

11.4 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Customer Personal Data, including without limitation, any terms that may be imposed upon UKG by means of any "click-through", forms, applications, or any other terms and conditions which are presented to UKG in the course of UKG's engagement with Customer.

Schedule 1: Details of Processing of Customer Personal Data

This Schedule 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Customer Personal Data

Provision of the Services are set out in the Agreement and this DPA, where UKG acts as a data processor, and for business operations, as an independent controller.

UKG will use and otherwise process Customer Data only as described and subject to the limitations provided below (a) to provide Customer the Services in accordance with Customer's documented instructions and (b) for business operations incident to providing the Services to Customer.

Processing to Provide Customer the Services

For purposes of this DPA, "to provide" a Service consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Keeping Services up to date and operational, and enhancing user productivity, reliability, efficacy, quality, and security.

When providing Services, UKG will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar business purposes, or (c) sell or share Personal Data.

Processing for Business Operations Incident to Providing the Services to Customer

For purposes of this DPA, "business operations" means the processing operations authorized by Customer in this section.

Customer authorizes UKG:

- to create aggregated statistical, non-personal data from data containing Pseudonymized identifiers (such as usage logs containing unique, Pseudonymized identifiers);
- to calculate statistics related to Customer Data; and
- to de-identify Customer Data to enhance and create new functionalities.
- in each case limited to providing the Services, such as billing and account management; internal reporting and business modeling, and product strategy; and enhancing Customer's experience.

When processing for these incident business operations, UKG will apply principles of data minimization, confidentiality and will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, (c) any other purpose, other than for the purposes set out in this section or (d) Sell or Share Personal Data.

The types of Customer Personal Data to be Processed

All Customer Personal Data required by UKG to correctly provide the Services to Customer pursuant to the Agreement which may include, without limitation: employee first and last name, employee ID number, department code, badge number, job title, absence information, identification and contact information of Customer data subjects, employment and education details of Customer data subjects, other information that Customer may collect in order to pay and manage its workforce.

The categories of Data Subject to whom the Customer Personal Data relates

Customer's employees, contractors, and job applicants.

=Privacy related contact:

UKG: privacy@ukg.com

Customer: As specified in this DPA, in the Order Form or in the Statement of Work

Schedule 2: Technical and Organizational Measures

The following Technical and Organizational Measures are applicable to UKG Core Subscription Services. The specific [Supplement for UKG Other Products and Services](#) to this DPA is applicable to any UKG Other Products & Services.

1. ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Customer upon request. UKG shall ensure the data center carries out its own SOC 2 audits and provide such reports to Customer upon request.

2. ISO 27000 Series Audits: UKG shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the UKG Services. UKG shall also ensure the datacenter used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, UKG shall provide the certificates to Customer.

3. Entity Controls: Consistent with UKG's obligation to maintain its compliance programs as described above, UKG shall continuously carry out the following security measures:

a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.

b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG's Code of Conduct upon hire.

c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.

d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.

e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.

f) Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.

4. Application and Network Controls:

a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG's systems used in the provision of the Services shall be monitored.

b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.

c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.

d) Secure Coding Practices: UKG developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.

e) Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

f) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.

g) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

h) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

i) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.

j) Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.

k) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.

l) Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, UKG will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.

m) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.

n) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.

5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

6. Incident Response and Notification:

a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal information has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Laws.

b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.

7. Disaster Recovery: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.

8. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG's declaration of disaster, UKG shall implement said plan to return the Services to operation. UKG shall annually test and review its business continuity plan and update as necessary.

EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/ or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

1. Definitions.

In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

"Depot Exchange Service" means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

"Depot Repair Service" means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

"Equipment" mean UKG equipment such as time clocks, that are included on the Order.

"Equipment Description" means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

"Equipment Documentation" means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at <https://www.ukg.com/support>.

"Equipment Support Services" means Equipment maintenance and support services option stated on the Order.

2. Purchase or Rental Equipment. Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit 3-A applies, and if Customer rents Equipment, Exhibit 3-B applies.

3. Payment and Invoicing. The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.

4. Shipping and Title.

4.1 Shipping. UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

4.2 Shipments to United States Destinations. All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

4.3 Shipments to Destinations Outside of the United States. Shipments to Customer destinations located in countries where UKG or one of its affiliates has an office are DDP (Delivered Duty Paid), and UKG is responsible for all duties and Value Added Taxes (VAT). Shipments to Customer destinations located in countries where UKG or one of its affiliates does not have an office are DAP (Delivered At Place), and Customer is responsible for import clearance, all duties and VAT. Shipments to UKG from a Customer location outside of the United States are DDP, and Customer is responsible for all duties and VAT. For the initial shipment of purchased Equipment to Customer outside of the United States, title of the Equipment passes to Customer upon delivery to the identified destination.

4.4 Title. Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

5. Customer Responsibilities.

5.1 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged

to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

5.2 Returning Equipment. When returning Equipment as permitted by the Addendum, Customer shall (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

5.3 Restrictions. In addition to the Use Restrictions set out in Section 2.2 of the Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

6. Support Services.

6.1 Description. UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

6.2. Support Process.

(a) Troubleshooting and return. In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer shall notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

(b) Additional terms for Depot Exchange Service. UKG will replace Equipment subject to Section 6.2(a). UKG will ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer shall package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

(c) Additional terms for Depot Repair Service. Subject to Section 6.2(a), Customer shall ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

(d) Device Software Maintenance. If Customer has active Device Software Maintenance, UKG will provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services.

(e) Per-event Repair Service. Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer shall ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

6.3 Spare Equipment. For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

6.4 Exclusions. UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

- (a)** Any cause external to the Equipment including, but not limited to Force Majeure causes;
- (b)** Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;
- (c)** Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;

- (d) Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;
- (e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or
- (f) Customer's repair, attempted repair or modification of the Equipment.

7. **Export.** Section 10.3 of the Agreement shall apply to the provision and use of Equipment under this Addendum.

8. Warranties.

8.1 Equipment Support Services. UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

8.2 Equipment Service Packs. UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conforms to the Equipment Documentation.

8.3 Remedies. To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

8.4 Disclaimer. Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

8.5 Customer Warranty. Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

9. Limitation of Liability.

9.1 Monetary Cap. THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

10.1 FS/FR Warranty. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to utilize finger scan and/or facial recognition technology or not, and to provide these technology options to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including undertaking a legitimate interest assessment, where required). If required by law, Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial

recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.

10.2 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (II) CUSTOMER SHALL NOT SETTLE ANY EQUIPMENT CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (III) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.

Exhibit 3-A

Purchased Equipment Description

This Purchase Equipment Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

1. Definitions.

In this Exhibit 3-A, capitalized terms shall have the meanings set out below:

“Initial Term” – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

“Renewal Term” – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

“Term” – means the Initial Term and any Renewal Terms, together.

2. Invoicing of Purchased Equipment and Support Services. UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

3. Renewal and Termination.

3.1 Upon expiry of the Initial Term, the term of the Equipment Support Services will renew for successive Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for Equipment Support Services may change on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

4. Support Services.

4.1 Option. Customer may purchase the following Equipment Support Services packages:

- (a) Depot Exchange Service;
- (b) Depot Repair Service; or
- (c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of the Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG's per-event rates will apply.

4.2 Term. Unless expressly agreed by the Parties in writing, the Initial Term and each Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Renewal Term commencing on the expiry of the Initial Term or the previous Renewal Term.

5. Warranty. Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG's entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five (5) year period.

Exhibit 3-B

Equipment Rental Description

This Equipment Rental Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

1. Definitions.

In this Exhibit 3-B, capitalized terms shall have the meanings set out below:

“Billing Start Date” – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

“Billing Frequency” – means the invoice frequency of Equipment Rental Fees, as set forth on the Order.

“Equipment Rental Fees” – means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

“Initial Term” – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

“Renewal Term” – means the renewal billing term of the rented Equipment as set forth on the Order.

“Term” – means the Initial Term and any Renewal Terms, together.

2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

3. Renewal and Return

3.1 On expiry of the Initial Term and expiry of each Renewal Term, each as indicated on the Order, the Term of the rented Equipment will automatically renew for the duration indicated on the Order as the Renewal Term unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

3.3 Within thirty (30) days of the date of termination or expiration of the Term, Customer shall, at Customer's expense, return all rented Equipment to UKG in the same condition as it was in when originally received by Customer, reasonable wear and tear excepted. Customer shall pay UKG the then-current list price of any rented Equipment that Customer fails to return as required under this Addendum.

4. Ownership. Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer shall not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer shall not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

5. Support Services. The Depot Exchange Service applies to all rented Equipment at no additional cost.

6. Warranty. Unless otherwise expressly agreed in writing, rented Equipment is provided “AS IS” with all faults. UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.

UKG Perpetual Software Terms and Conditions Contract

UKG TERMS

A PARTICIPATING PUBLIC AGENCY ("CUSTOMER"), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH UKG Kronos Systems LLC ("UKG"), AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR PERPETUAL SOFTWARE LICENSE, SOFTWARE SUPPORT SERVICES AND RELATED PROFESSIONAL SERVICES 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 A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by UKG Kronos Systems LLC ("UKG") from an eligible Participating Public Agency ("Customer") for all Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition and Section B shall apply to the Software licenses and purchased Equipment, support services, and professional and educational services.

All orders are subject to the approval of UKG. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

This Agreement shall be governed by the state law in which Customer 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.

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain UKG prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be UKG's Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to UKG a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by UKG, exclusive of taxes based on UKG net income or business privilege.

6. TRAVEL EXPENSES

Customer agrees to reimburse UKG for all pre-approved, reasonable and necessary travel incurred by UKG in the performance of its obligations under this Agreement provided that such travel complies with the then current UKG Travel and Expense Policies (such policies are available upon request) or such other mutually agreed policies or mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by UKG in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by UKG for such travel expenses and payment thereof shall be due net 30.

7. GENERAL

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

(b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of UKG and any purported assignment, without such consent, shall be void.

(c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

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

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while UKG may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is UKG Incorporated, 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) UKG agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, UKG agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES

This Section B applies to Software licensed, Equipment purchased, support services for Software and Equipment, and educational and professional services, when such items are identified on the Order which expressly references this Agreement.

1. PAYMENT AND DELIVERY

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

2. GENERAL LICENSE TERMS

UKG owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without UKG's written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. UKG grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by UKG by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from UKG. Upon such termination of this license by UKG, Customer will have no further right to use the Software and will return the Software media to UKG and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Section B.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features

permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of UKG.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section B. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the UKG iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that UKG supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product UKG shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the UKG published electronic documentation, ("Specifications").

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

8. LIMITED WARRANTY

UKG warrants that all UKG Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's remedy shall be UKG' repair or replacement of the deficient Equipment and/or Software media, at UKG' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any UKG components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by UKG.

When using and applying the information generated by UKG products, Customer is responsible for ensuring that Customer complies with requirements of federal and state law where applicable. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon UKG, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

9. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

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

(b) WARRANTY

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

(c) UKG PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

UKG' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW.

10. SOFTWARE SUPPORT SERVICES

The following terms and conditions shall govern the Software support services provided by UKG to Customer.

10.1 SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the UKG Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

10.2 TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service may be renewed for additional one (1) year terms on the anniversary date of its commencement date by mutual written agreement of the parties or by UKG sending Customer an invoice for the applicable renewal term and Customer paying such invoice prior to the commencement of such renewal term. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by UKG with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

10.3 GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which UKG charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by UKG. If Customer requests UKG to install such Updates or to provide retraining, Customer agrees to pay UKG for such installation or retraining at UKG' pricing set forth in this Agreement.
- (ii) Telephone and/or electronic access to the UKG Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding UKG holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to UKG knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by UKG. Current offerings can be found at <https://www.ukg.com/support-policies-and-services>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by UKG to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by UKG such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, UKG Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG product training for the Software covered under this Section B at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, UKG shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software.

10.5 PAYMENT

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

10.6 ADDITION OF SOFTWARE

Additional Software purchased by Customer as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to the Support Services at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition as per the Order.

10.7 RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide UKG personnel with full, free and safe access to Software for purposes of support, including use of UKG' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than UKG without prior written authorization from UKG. Failure to utilize UKG' remote access technology may delay UKG' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by UKG, then Customer must purchase the Plus option to receive support and provide UKG personnel with full, free and safe access to the remote access hardware and/or software.

10.8 DEFAULT

Customer shall have the right to terminate UKG support services in the event that UKG is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, UKG shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. UKG reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with UKG and such default is

not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

10.9 WARRANTY

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

11. UKG SUPPORT SERVICE POLICIES

UKG's then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <https://www.ukg.com/support-policies-and-services> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

12. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led session, information is available upon request and each session has the Training Points value indicated. Training Points are invoiced when used by the Customer. Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other UKG products and/or services.

13. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

Scope: The KnowledgePass Education Subscription is available to customers who are licensing UKG's Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with UKG. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by UKG (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

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

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

The KnowledgePass Subscription is available when the Customer subscribes on annual basis.

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

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

14. INDEMNIFICATION

UKG agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by UKG, provided that: i) UKG is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with UKG in connection with the foregoing and provides UKG with all information in Customer's possession related to such claim and any further assistance as reasonably requested by UKG. UKG 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 UKG. Should any or all of the Software as delivered and maintained by UKG become, or in UKG's reasonable opinion be likely to become, the subject of any such claim, UKG 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 pro-rata refund of all fees paid to UKG 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, UKG agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

15. LIMITATION OF LIABILITY

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

EXCEPT FOR i) UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; (II) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE

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

16. TERMINATION OF ORDER FORM OR SOW

(a) Termination for breach. For any breach of this Agreement by UKG in relation with that Customer which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this the Order Form or applicable SOW upon thirty (30) days prior written notice to UKG, provided UKG has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity subject to the terms of this Agreement.

(b) Termination for non-appropriation of funds. Should the funding for the services ordered by Customer be discontinued, Customer shall have the right to terminate the Order Form relating to such services ordered upon a 30 days written advance notice to UKG. In such event, the Customer agrees to pay for the products delivered and the services performed under the terms of the Agreement prior to the receipt by UKG of the termination notice.

APPENDIX 9 – THIRD PARTY TERMS AND CONDITIONS

BSI End User License Agreement (Workforce Central and UKG Pro Workforce Management)

End User License Agreement for BSI On-Demand Service

1. **Sublicense.** Subject to the terms and conditions of this End User License Agreement, UKG Kronos Systems, LLC ("Kronos") grants Customer the non-exclusive and non-transferrable right to access and use the On-Demand Service(s) set forth on the applicable Order Form, as made available to Kronos through its third party licensor Business Software, Inc. ("BSI"), in conjunction with Customer's licensed use of Kronos' software ("Software"). This Sublicense includes Customer's right to use all applicable user documentation made available to Kronos by BSI for such On-Demand Service(s). Customer acknowledges and agrees that BSI is the exclusive provider of the On-Demand Service(s) and is a third party beneficiary of this Sublicense Agreement. Customer agrees that Kronos or BSI may directly enforce all such terms and conditions herein against Customer as if Customer had entered into such Sublicense Agreement with BSI. This Sublicense Agreement is revocable based on Customer breach, and Kronos or BSI shall be entitled to injunctive relief, upon the breach of any material term, condition or obligation set forth therein.

Notwithstanding anything to the contrary set forth herein, the parties agree that Customer may allow its Affiliates to access and use the On-Demand Service(s) to be provided hereunder, solely for the internal business purposes of processing, reporting and filing Customer's and its Affiliates' data and for no other purpose whatsoever; provided that each such Affiliate is contractually bound by the terms and conditions of this Agreement and Customer ensures that each such Affiliate complies therewith. Customer assumes full responsibility and liability for any actions or omissions on the part of its Affiliates. Moreover, Customer agrees to defend, indemnify and hold Kronos and its third party licensor, BSI, harmless from any claims, losses, actions or damages relating to or arising from the use of the On-Demand Service(s) by such Affiliates.

2. **Term and Termination.** The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos' receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date") and shall continue for a minimum of one (1) year and shall be automatically renewable except in the event that either party provides written notice of non-renewal within sixty (60) days of the anniversary date of the present term. This Agreement is coterminous with, and will automatically terminate upon, the termination or expiration for any reason of, the license granted to Customer to access and use the Software. Kronos may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the Customer if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 1, 4, 8-10 of this Agreement. In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other.

If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days all fees accrued for the Services prior to the date of termination; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect; (c) Within fifteen (15) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws. After such time period, Kronos shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos,

these services may be contracted from Kronos at Kronos' then published rates. (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, upon prior written approval of Kronos, provide Kronos with an officer's certification of the destruction thereof; and (e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. Fees. In consideration of the delivery of the Services, Customer shall pay Kronos the Monthly Service Fees, the Training Fees and any additional one time or recurring fees relating to the On-Demand Services as set forth on the Order Form. All fees payable for the Services shall be sent to the attention of Kronos as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege. If any amount owing under this or any other agreement for Services is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services. After the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, Kronos may change the Monthly Service Fee rates no more frequently than once per calendar year by notifying Customer in writing at least sixty (60) days prior to the effective date of such rate increase.

4. Sublicense Restrictions. Customer acknowledges and agrees that the right to use the On-Demand Service(s) is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of Authorized Users as described on the Order Form. Customer may not license, sublicense or sublicense the On-Demand Services, or otherwise permit use of the On-Demand Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. Customer may only allow its Authorized Users to access and use the On-Demand Service(s) in conjunction with Kronos' Software and only for Customer's internal business purposes of processing, reporting and filing Customer's data and for no other purpose whatsoever. Customer acknowledges and agrees that Kronos or BSI may suspend access to an On-Demand Service, at any time, if Kronos or BSI believes (a) the use of same represents a threat to BSI's or its third party providers' network function or integrity; (b) for online service maintenance; (c) for non-payment; or (d) if required by law.

5. Customer Data. Customer shall own all Customer Data and posts or other inputs into the On-Demand Services by Customer or others acting on behalf of or through Customer. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer hereby grants Kronos and BSI and those third party providers used by Kronos or BSI in the provision of the On-Demand Services, the non-exclusive, worldwide right to access, use, copy, transmit, process and display Customer Data, solely to facilitate the provision, operation and support of an On-Demand Service. Customer acknowledges and agrees that Customer Data may be transferred for such purposes outside of the country or other jurisdiction where such Customer is located.

6. Customer Obligations. Customer accepts sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer shall provide and maintain its own

Internet access and all necessary telecommunications equipment, software and other materials at its location necessary to access and use an On-Demand Service.

7. Kronos Obligations. Kronos shall use commercially reasonable, industry standard, efforts to make each On-Demand Service available and accessible to Authorized Users of a Customer and, provided Customer adheres to the support procedures described in Exhibit 1 hereto, apply any maintenance support to an On-Demand Service (including but not limited to updates and changes) at no charge to Customer as such maintenance support is made available by BSI to Kronos. Customer agrees that Kronos may install such updates automatically as part of the On-Demand Service. Customer acknowledges and agrees that from time to time an On-Demand Service may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"), malfunctions in an On-Demand Service and causes beyond the control of, or not reasonably foreseeable by, BSI or its third party providers, including acts of God, acts of government, acts of terror, strikes or other labor problems, the interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). BSI shall provide at least twenty-four (24) hours advance notice to customer and Customers in the event of any Scheduled Downtime. Training shall be available for Customers' Authorized Users in the capabilities and use of the On-Demand Service(s) based on BSI's then current rates and terms therefor. **Confidentiality.** Each Party acknowledges that it may have access to, or receive, information or material of the other, related to, among other things, such Party's business, products, support or services, that is (i) confidential or proprietary or of value to such other Party; or (ii) a trade secret of such Party, deriving economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use (collectively "Proprietary Information"). BSI's Proprietary Information includes, but is not limited to, its documentation, formulas, methods, know-how, processes, designs, products, proposed products, training methodology, training materials, information disclosed during training, services, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, the On-Demand Services, the Access Protocols, Support, Vendor Support, information located in the secured portions of BSI's website, the terms and pricing under this Agreement and all information related to the foregoing. Except as otherwise provided herein, each Party covenants that it will not reveal, disclose, or make available, in any manner or form, any portion of the other Party's Proprietary Information, or any information related thereto, to any person, other than its employees, agents, contractors and advisors, but only if (i) such disclosure is on a need-to-know and confidential basis; and (ii) the recipient of such disclosure is (a) not a Direct Competitor of the other Party; and (b) is located in the United States of America. In connection with the foregoing, each Party shall ensure, via lawfully binding written contract, that any person to whom it is permitted to disclose, reveal, deliver, assign or transfer any portion of the other Party's Proprietary Information agrees to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth herein, and each Party agrees to be responsible to the other for any breach of said obligations by the recipient of such Party's disclosure. The foregoing obligations will not apply if and to the extent that: (i) the information was already known to the non-disclosing Party ("Recipient"), without obligation to keep it confidential, as evidenced by such Party's own written records created prior to its receipt of the information from the disclosing Party ("Owner"); (ii) the information was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Recipient without use of any Proprietary Information received from Owner; (iv) the information was or becomes publicly known other than by a breach of this Agreement or other action by Recipient; (v) the information was approved for disclosure by written agreement of the Parties after its disclosure to Recipient; or (vi) the information is disclosed by Recipient pursuant to a requirement of a governmental

agency or by operation of law, but only if Recipient has first exhausted all reasonable legal remedies for maintaining the confidentiality and non-disclosure of such information, which will include giving Owner as much advance notice of the possibility of such disclosure as practical so that the Owner may also attempt to stop such disclosure or obtain a protective order concerning such disclosure. If such a protective order or other remedy for maintaining the confidentiality of Owner's Proprietary Information is not obtained, or if Owner waives compliance with the provisions hereof, Recipient agrees to disclose only that portion of Owner's Proprietary Information which Recipient is advised by opinion of legal counsel is legally required to be disclosed.

8. Customer Representations and Warranties. Customer represents and warrants that it shall not: (i) make an On-Demand Service available to anyone other than an Authorized User; (ii) license, sell, rent, lease, transfer, assign, distribute, host, outsource, or otherwise commercially exploit, an On-Demand Service; (iii) use an On-Demand Service in a manner that could harm or impair another's use of, or in an attempt to gain unauthorized access to, any service, data, account or network; (iv) use any automated process or service to access or use an On-Demand Service, such as a BOT, spider or periodic caching of information stored by BSI, or falsify any e-mail header information when using an On-Demand Service; (v) remove, modify or tamper with any regulatory or legal notice or link that is incorporated into an On-Demand Service; (vi) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of an On-Demand Service or access or use an On-Demand Service in order to directly or indirectly support, maintain, enhance, improve, modify or develop a similar or competitive product, service or offering; (vii) copy, reproduce, republish, download, post or transmit, by any form or means, any part of an On-Demand Service; (viii) access, read, view, extract, add to, delete, mine or modify any data made available by BSI and set forth in any database contained in an On-Demand Service; (ix) transmit, re-transmit or store materials on or through an On-Demand Service that are harmful to any portion of such On-Demand Service or in violation of any applicable laws or regulations, including, without limitation, laws relating to infringement of intellectual property and the proprietary rights of others; (x) utilize less than industry standard security measures, including, at a minimum, and, without limitation, maintenance of firewalls, intrusion prevention systems and other standard technological protections, to restrict any person other than an Authorized User from accessing an On-Demand Service; or (xi) fail to comply with any applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of an On-Demand Service, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which the On-Demand Service is controlled, operated or provided.

9. Infringement. If a third party makes a claim against Customer that an On-Demand Service directly infringes any United States patent or copyright or trademark ("IP Claim"), Kronos will defend Customer against the IP Claim and pay any and all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by BSI directly arising out of such IP Claim; provided that: (i) Customer promptly asserts a claim or demand in writing for defense and indemnification to Kronos no later than ten (10) days after Customer's receipt of notification of a potential claim; (ii) Kronos may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides Kronos with the assistance, information and authority necessary to defend, respond, investigate and/or resolve such claim. However, to the extent that an IP Claim arises from Kronos' or BSI's adherence to Customer's express instructions or from any materials provided to Kronos or BSI by Customer, Customer shall indemnify and defend Kronos against any and all losses, damages, liabilities, fines, penalties, and expenses (including reasonable legal fees) resulting directly therefrom. Notwithstanding the foregoing, neither Kronos nor BSI will have any

liability for any claim of infringement based on the combination of an On-Demand Service (or any part thereof) with products, systems or services not provided by Kronos or BSI; the modification of an On-Demand Service (or any part thereof) by any person other than Kronos or BSI or, even if by Kronos or BSI, in order to comply with or base them upon: (1) designs provided by or at the direction of Customer; or (2) specifications or other information provided by or at the direction of Customer; or use of an On-Demand Service (or any part thereof) in a manner not permitted or contemplated hereunder or in contravention of any law, rule or regulation or any obligation of Customer to Kronos. If, due to an IP Claim or the threat of an IP Claim, (i) an On-Demand Service (or part thereof) is held by a court of competent jurisdiction, or in Kronos' reasonable judgment may be held, to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using any part of an On-Demand Service, or in Kronos' reasonable judgment Customer may receive such an order, Kronos will, in its reasonable judgment, and at its expense, (a) procure for Customer the right to continue using such On-Demand Service (or part thereof) or (b) replace or modify such On-Demand Service (or part thereof) to make it noninfringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that Kronos believes to be commercially reasonable, then Kronos may terminate this Agreement. This Section states Kronos' entire liability and Customer's exclusive remedy for any claim of infringement.

Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all Claims arising out of: (a) Customer's use of the Services or that of Customer's employees, agents or subcontractors or others who have access to the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

10. Representations, Warranties & Indemnity. Kronos warrants that it (i) has the power and authority to enter into this Agreement; (ii) will provide the On-Demand Service(s) in a manner consistent with generally accepted industry standards; (iii) will notify Customer promptly upon discovery of any unauthorized use, copying or disclosure of Customer Data and will reasonably cooperate with Customer in the investigation and prosecution of same; and (iv) each On-Demand Service, when Properly Interfaced, will perform substantially in accordance with its documentation under normal use. **EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE ON-DEMAND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, CONTRACTUAL, STATUTORY OR OTHERWISE. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OF SERVICE AND NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED BY KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS DO NOT**

REPRESENT OR WARRANT THAT (I) THE OPERATION OR USE OF THE ON-DEMAND SERVICE(S) WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (II) THE ON-DEMAND SERVICE(S) WILL CONNECT, OR BE COMPATIBLE WITH, VENDOR'S OR CUSTOMERS' SYSTEMS, NETWORK OR ENVIRONMENT; OR (III) THE ON-DEMAND SERVICE(S), OR THE SYSTEMS THAT MAKE THEM AVAILABLE, WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT (A) KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS CANNOT CONTROL, OR GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY OR NON-CORRUPTION OF, ANY INFORMATION TRANSMITTED THROUGH, OR STORED IN ANY SYSTEM CONNECTED TO, COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND (B) ACCESS TO THE ON-DEMAND SERVICE(S) MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. Upon breach of any warranty contained in this Section, (i) Customer's sole and exclusive remedy will be to require Kronos to exercise commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, and (ii) Kronos' obligation will be limited to exercising commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, or if Kronos fails to make such repair or replacement in a commercially reasonable time frame or such repair or replacement is commercially impracticable, then making an equitable refund of a portion of the fees paid by Customer with respect to the nonconforming portion of such On-Demand Service.

11. Limitation of Liability. Any other provision of this Agreement to the contrary notwithstanding, the aggregate and cumulative liability of Kronos, BSI and their third party providers for any losses or damage, whether direct or indirect, arising out of this Agreement from any cause whatsoever, including, without limitation, any cause of action sounding in contract, tort or strict liability, will be limited to actual, direct damages incurred, but in no event will exceed the total amount actually paid by Customer in the twelve (12) month period immediately preceding the event giving rise to such claim (the "Liability Cap"). Neither Kronos, BSI nor any of their third party providers will be liable for lost profits or other consequential damages, cover damages, or for any claims against Customer by a Customer or any other third party, even if any such party was advised of the possibility of same. Under no circumstances will Kronos, BSI or any of their third party providers be liable hereunder for special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages. Anything in this Agreement to the contrary notwithstanding, Customer acknowledges and agrees that Customer will be solely responsible for the use and operation of the On-Demand Services and the use and accuracy of all output resulting from such use or operation (including, without limitation, the accuracy of taxes located by the On-Demand Services, and the timeliness and accuracy of all tax calculations, payments, filings and reports, except to the extent directly caused by detectable defects or errors in the On-Demand Service that were not the result of inaccurate information or data provided by an authority, agency, governing body or other similar organization; provided that Customer provided written notice to Kronos of the existence of such defect(s) and/or error(s) immediately upon discovery thereof and Customer reasonably cooperated with Kronos and BSI in the resolution thereof) (hereafter, "Defects or Errors"). Notwithstanding anything to the contrary stated herein, Kronos, BSI and their third party providers will have no liability to Customer or any third party, regardless of the cause thereof, for any errors or delays in the output of an On-Demand Service (including, without limitation, errors or delays in located taxes, calculations, payments, filings or reports, or liability to taxing authorities or the employees of Customer for underpayments or nonpayments, interest or penalties).

12. Definitions. The following terms used in this Sublicense Agreement are to be defined as follows: "Affiliates" means (i) all business units and divisions of Customer and (ii) any entity controlled by, controlling, or under common control with Customer; where "controlled", "controlling" and "control" mean

the ownership of at least fifty percent (50%) of the voting securities in an entity. An entity will be deemed to be an "Affiliate" only so long as such control exists. Upon request, Customer agrees to confirm the Affiliate status of a particular entity. **Authorized User(s)**" means those employees of Customer or an Affiliate of Customer who have a legitimate internal business need to access, use, or know information concerning, an On-Demand Service who are bound, through written contract, to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth in this Agreement. **"Customer Data"** means any personally identifiable data, such as an address, record or telephone number, provided by a Customer or an Affiliate of Customer for use in, or to facilitate the performance of, an On-Demand Service. **"On-Demand Service"** means (i) a service sublicensed hereunder as made available by BSI to Kronos, including any subsequent releases thereof; (ii) any tools, files, software or other offline components made available by BSI in connection therewith to, when properly installed, facilitate the connection or use of an On-Demand Service; and (iii) any documentation related to the foregoing.

13. **General.** This Agreement shall be governed by Massachusetts 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 the Agreement. The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect. Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void. Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays. All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form. No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen. Customer acknowledges and agrees that to the extent a remedy is provided under this Agreement, then Customer will be limited to such remedy. Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION. This Agreement, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

Customer:

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 1 -SUPPORT SERVICE PROCEDURES

Customer shall cooperate with Kronos in connection with any support requests or support services rendered on its behalf. Without limiting the generality of the foregoing, Customer shall provide on a timely basis any information reasonably requested by Kronos in connection with providing the support services, including but not limited to the following information:

Name of the Customer

Name, phone/fax number and e-mail address of the person reporting the Case

Case Priority

Description of impact to Customer

Problem description (input, output received and output expected, plus any prior actions leading to the final input)

Description of initial problem analysis performed by Customer

Case number in Customer's call/problem tracking system

Provide the following attachments:

Trace information, dumps, test results

System to system message analysis

Technical Notes sent to the Customer

BSI End User License Agreement (UKG Ready)

End User License Agreement for BSI On-Demand Service

1. **Sublicense.** Subject to the terms and conditions of this End User License Agreement, Kronos SaaShr, Inc. ("Kronos SaaShr") grants Customer the non-exclusive and non-transferrable right to access and use the On-Demand Service(s) set forth on the applicable Order Form, as made available to Kronos SaaShr through its third party licensor Business Software, Inc. ("BSI"), in conjunction with Customer's licensed use of Kronos SaaShr's software ("Software"). This Sublicense includes Customer's right to use all applicable user documentation made available to Kronos SaaShr by BSI for such On-Demand Service(s). Customer acknowledges and agrees that BSI is the exclusive provider of the On-Demand Service(s) and is a third party beneficiary of this Sublicense Agreement. Customer agrees that Kronos SaaShr or BSI may directly enforce all such terms and conditions herein against Customer as if Customer had entered into such Sublicense Agreement with BSI. This Sublicense Agreement is revocable based on Customer breach, and Kronos SaaShr or BSI shall be entitled to injunctive relief, upon the breach of any material term, condition or obligation set forth therein.

Notwithstanding anything to the contrary set forth herein, the parties agree that Customer may allow its Affiliates to access and use the On-Demand Service(s) to be provided hereunder, solely for the internal business purposes of processing, reporting and filing Customer's and its Affiliates' data and for no other purpose whatsoever; provided that each such Affiliate is contractually bound by the terms and conditions of this Agreement and Customer ensures that each such Affiliate complies therewith. Customer assumes full responsibility and liability for any actions or omissions on the part of its Affiliates. Moreover, Customer agrees to defend, indemnify and hold Kronos SaaShr and its third party licensor, BSI, harmless from any claims, losses, actions or damages relating to or arising from the use of the On-Demand Service(s) by such Affiliates.

2. **Term and Termination.** The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos SaaShr's receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date") and shall continue for a minimum of one (1) year and shall be automatically renewable except in the event that either party provides written notice of non-renewal within sixty (60) days of the anniversary date of the present term. This Agreement is coterminous with, and will automatically terminate upon, the termination or expiration for any reason of, the license granted to Customer to access and use the Software. Kronos SaaShr may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the Customer if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos SaaShr may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 1, 4, 8-10 of this Agreement. In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other.

If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos SaaShr within thirty (30) days all fees accrued for the Services prior to the date of termination; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect; (c) Within fifteen (15) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws.

After such time period, Kronos SaaS_{hr} shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos SaaS_{hr}, these services may be contracted from Kronos SaaS_{hr} at Kronos SaaS_{hr}'s then published rates. (d) Customer agrees to timely return all Kronos SaaS_{hr}-provided materials related to the Services to Kronos SaaS_{hr} at Customer's expense or, alternatively, upon prior written approval of Kronos SaaS_{hr}, provide Kronos SaaS_{hr} with an officer's certification of the destruction thereof; and (e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. Fees. In consideration of the delivery of the Services, Customer shall pay Kronos SaaS_{hr} the Monthly Service Fees, the Training Fees and any additional one time or recurring fees relating to the On-Demand Services as set forth on the Order Form. All fees payable for the Services shall be sent to the attention of Kronos SaaS_{hr} as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos SaaS_{hr} are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos SaaS_{hr}'s income or business privilege. If any amount owing under this or any other agreement for Services is thirty (30) or more days overdue, Kronos SaaS_{hr} may, without limiting Kronos SaaS_{hr}'s rights or remedies, suspend Services until such amounts are paid in full. Kronos SaaS_{hr} will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services. After the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, Kronos SaaS_{hr} may change the Monthly Service Fee rates no more frequently than once per calendar year by notifying Customer in writing at least sixty (60) days prior to the effective date of such rate increase.

4. Sublicense Restrictions. Customer acknowledges and agrees that the right to use the On-Demand Service(s) is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of Authorized Users as described on the Order Form. Customer may not license, sublicense or sublicense the On-Demand Services, or otherwise permit use of the On-Demand Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos SaaS_{hr}. No license, right, or interest in any Kronos SaaS_{hr} trademark, trade name, or service mark, or those of Kronos SaaS_{hr}'s licensors or Suppliers, is granted hereunder.

Customer may only allow its Authorized Users to access and use the On-Demand Service(s) in conjunction with Kronos SaaS_{hr}'s Software and only for Customer's internal business purposes of processing, reporting and filing Customer's data and for no other purpose whatsoever. Customer acknowledges and agrees that Kronos SaaS_{hr} or BSI may suspend access to an On-Demand Service, at any time, if Kronos SaaS_{hr} or BSI believes (a) the use of same represents a threat to BSI's or its third party providers' network function or integrity; (b) for online service maintenance; (c) for non-payment; or (d) if required by law.

5. Customer Data. Customer shall own all Customer Data and posts or other inputs into the On-Demand Services by Customer or others acting on behalf of or through Customer. Kronos SaaS_{hr} acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer hereby grants Kronos SaaS_{hr} and BSI and those third party providers used by Kronos SaaS_{hr} or BSI in the provision of the On-Demand Services, the non-exclusive, worldwide right to access, use, copy, transmit, process and display Customer Data, solely to facilitate the provision, operation and support of an On-Demand Service. Customer acknowledges and agrees that Customer Data may be transferred for such purposes outside of the country or other jurisdiction where such Customer is located.

6. Customer Obligations. Customer accepts sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer shall provide and maintain its own Internet access and all necessary telecommunications equipment, software and other materials at its location necessary to access and use an On-Demand Service.

7. Kronos SaaSr Obligations. Kronos SaaSr shall use commercially reasonable, industry standard, efforts to make each On-Demand Service available and accessible to Authorized Users of a Customer and, provided Customer adheres to the support procedures described in Exhibit 1 hereto, apply any maintenance support to an On-Demand Service (including but not limited to updates and changes) at no charge to Customer as such maintenance support is made available by BSI to Kronos SaaSr. Customer agrees that Kronos SaaSr may install such updates automatically as part of the On-Demand Service. Customer acknowledges and agrees that from time to time an On-Demand Service may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"), malfunctions in an On-Demand Service and causes beyond the control of, or not reasonably foreseeable by, BSI or its third party providers, including acts of God, acts of government, acts of terror, strikes or other labor problems, the interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). BSI shall provide at least twenty-four (24) hours advance notice to customer and Customers in the event of any Scheduled Downtime. Training shall be available for Customers' Authorized Users in the capabilities and use of the On-Demand Service(s) based on BSI's then current rates and terms therefor. **Confidentiality.** Each Party acknowledges that it may have access to, or receive, information or material of the other, related to, among other things, such Party's business, products, support or services, that is (i) confidential or proprietary or of value to such other Party; or (ii) a trade secret of such Party, deriving economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use (collectively "Proprietary Information"). BSI's Proprietary Information includes, but is not limited to, its documentation, formulas, methods, know-how, processes, designs, products, proposed products, training methodology, training materials, information disclosed during training, services, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, the On-Demand Services, the Access Protocols, Support, Vendor Support, information located in the secured portions of BSI's website, the terms and pricing under this Agreement and all information related to the foregoing. Except as otherwise provided herein, each Party covenants that it will not reveal, disclose, or make available, in any manner or form, any portion of the other Party's Proprietary Information, or any information related thereto, to any person, other than its employees, agents, contractors and advisors, but only if (i) such disclosure is on a need-to-know and confidential basis; and (ii) the recipient of such disclosure is (a) not a Direct Competitor of the other Party; and (b) is located in the United States of America. In connection with the foregoing, each Party shall ensure, via lawfully binding written contract, that any person to whom it is permitted to disclose, reveal, deliver, assign or transfer any portion of the other Party's Proprietary Information agrees to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth herein, and each Party agrees to be responsible to the other for any breach of said obligations by the recipient of such Party's disclosure. The foregoing obligations will not apply if and to the extent that: (i) the information was already known to the non-disclosing Party ("Recipient"), without obligation to keep it confidential, as evidenced by such Party's own written records created prior to its receipt of the information from the disclosing Party ("Owner"); (ii) the information was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Recipient without use of any Proprietary Information received from Owner; (iv) the information was or

becomes publicly known other than by a breach of this Agreement or other action by Recipient; (v) the information was approved for disclosure by written agreement of the Parties after its disclosure to Recipient; or (vi) the information is disclosed by Recipient pursuant to a requirement of a governmental agency or by operation of law, but only if Recipient has first exhausted all reasonable legal remedies for maintaining the confidentiality and non-disclosure of such information, which will include giving Owner as much advance notice of the possibility of such disclosure as practical so that the Owner may also attempt to stop such disclosure or obtain a protective order concerning such disclosure. If such a protective order or other remedy for maintaining the confidentiality of Owner's Proprietary Information is not obtained, or if Owner waives compliance with the provisions hereof, Recipient agrees to disclose only that portion of Owner's Proprietary Information which Recipient is advised by opinion of legal counsel is legally required to be disclosed.

8. Customer Representations and Warranties. Customer represents and warrants that it shall not: (i) make an On-Demand Service available to anyone other than an Authorized User; (ii) license, sell, rent, lease, transfer, assign, distribute, host, outsource, or otherwise commercially exploit, an On-Demand Service; (iii) use an On-Demand Service in a manner that could harm or impair another's use of, or in an attempt to gain unauthorized access to, any service, data, account or network; (iv) use any automated process or service to access or use an On-Demand Service, such as a BOT, spider or periodic caching of information stored by BSI, or falsify any e-mail header information when using an On-Demand Service; (v) remove, modify or tamper with any regulatory or legal notice or link that is incorporated into an On-Demand Service; (vi) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of an On-Demand Service or access or use an On-Demand Service in order to directly or indirectly support, maintain, enhance, improve, modify or develop a similar or competitive product, service or offering; (vii) copy, reproduce, republish, download, post or transmit, by any form or means, any part of an On-Demand Service; (viii) access, read, view, extract, add to, delete, mine or modify any data made available by BSI and set forth in any database contained in an On-Demand Service; (ix) transmit, re-transmit or store materials on or through an On-Demand Service that are harmful to any portion of such On-Demand Service or in violation of any applicable laws or regulations, including, without limitation, laws relating to infringement of intellectual property and the proprietary rights of others; (x) utilize less than industry standard security measures, including, at a minimum, and, without limitation, maintenance of firewalls, intrusion prevention systems and other standard technological protections, to restrict any person other than an Authorized User from accessing an On-Demand Service; or (xi) fail to comply with any applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of an On-Demand Service, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which the On-Demand Service is controlled, operated or provided.

9. Infringement. If a third party makes a claim against Customer that an On-Demand Service directly infringes any United States patent or copyright or trademark ("IP Claim"), Kronos SaaSr will defend Customer against the IP Claim and pay any and all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by BSI directly arising out of such IP Claim; provided that: (i) Customer promptly asserts a claim or demand in writing for defense and indemnification to Kronos SaaSr no later than ten (10) days after Customer's receipt of notification of a potential claim; (ii) Kronos SaaSr may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides Kronos SaaSr with the assistance, information and authority necessary to defend, respond, investigate and/or resolve such claim. However, to the extent that an IP Claim arises from Kronos SaaSr's or BSI's adherence to Customer's express instructions or from any materials provided to Kronos SaaSr or BSI by Customer,

Customer shall indemnify and defend Kronos SaaSr against any and all losses, damages, liabilities, fines, penalties, and expenses (including reasonable legal fees) resulting directly therefrom. Notwithstanding the foregoing, neither Kronos SaaSr nor BSI will have any liability for any claim of infringement based on the combination of an On-Demand Service (or any part thereof) with products, systems or services not provided by Kronos SaaSr or BSI; the modification of an On-Demand Service (or any part thereof) by any person other than Kronos SaaSr or BSI or, even if by Kronos SaaSr or BSI, in order to comply with or base them upon: (1) designs provided by or at the direction of Customer; or (2) specifications or other information provided by or at the direction of Customer; or use of an On-Demand Service (or any part thereof) in a manner not permitted or contemplated hereunder or in contravention of any law, rule or regulation or any obligation of Customer to Kronos SaaSr. If, due to an IP Claim or the threat of an IP Claim, (i) an On-Demand Service (or part thereof) is held by a court of competent jurisdiction, or in Kronos SaaSr's reasonable judgment may be held, to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using any part of an On-Demand Service, or in Kronos SaaSr's reasonable judgment Customer may receive such an order, Kronos SaaSr will, in its reasonable judgment, and at its expense, (a) procure for Customer the right to continue using such On-Demand Service (or part thereof) or (b) replace or modify such On-Demand Service (or part thereof) to make it noninfringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that Kronos SaaSr believes to be commercially reasonable, then Kronos SaaSr may terminate this Agreement. This Section states Kronos SaaSr's entire liability and Customer's exclusive remedy for any claim of infringement.

Customer shall defend Kronos SaaSr, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos SaaSr Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) Customer's use of the Services or that of Customer's employees, agents or subcontractors or others who have access to the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos SaaSr, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos SaaSr; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos SaaSr will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos SaaSr Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

10. Representations, Warranties & Indemnity. Kronos SaaSr warrants that it (i) has the power and authority to enter into this Agreement; (ii) will provide the On-Demand Service(s) in a manner consistent with generally accepted industry standards; (iii) will notify Customer promptly upon discovery of any unauthorized use, copying or disclosure of Customer Data and will reasonably cooperate with Customer in the investigation and prosecution of same; and (iv) each On-Demand Service, when Properly Interfaced, will perform substantially in accordance with its documentation under normal use. **EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE ON-DEMAND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, CONTRACTUAL, STATUTORY OR OTHERWISE. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OF SERVICE AND**

NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED BY KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (I) THE OPERATION OR USE OF THE ON-DEMAND SERVICE(S) WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (II) THE ON-DEMAND SERVICE(S) WILL CONNECT, OR BE COMPATIBLE WITH, VENDOR'S OR CUSTOMERS' SYSTEMS, NETWORK OR ENVIRONMENT; OR (III) THE ON-DEMAND SERVICE(S), OR THE SYSTEMS THAT MAKE THEM AVAILABLE, WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT (A) KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS CANNOT CONTROL, OR GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY OR NON-CORRUPTION OF, ANY INFORMATION TRANSMITTED THROUGH, OR STORED IN ANY SYSTEM CONNECTED TO, COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND (B) ACCESS TO THE ON-DEMAND SERVICE(S) MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. Upon breach of any warranty contained in this Section, (i) Customer's sole and exclusive remedy will be to require Kronos SaaShr to exercise commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, and (ii) Kronos SaaShr's obligation will be limited to exercising commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, or if Kronos SaaShr fails to make such repair or replacement in a commercially reasonable time frame or such repair or replacement is commercially impracticable, then making an equitable refund of a portion of the fees paid by Customer with respect to the nonconforming portion of such On-Demand Service.

11. Limitation of Liability. Any other provision of this Agreement to the contrary notwithstanding, the aggregate and cumulative liability of Kronos SaaShr, BSI and their third party providers for any losses or damage, whether direct or indirect, arising out of this Agreement from any cause whatsoever, including, without limitation, any cause of action sounding in contract, tort or strict liability, will be limited to actual, direct damages incurred, but in no event will exceed the total amount actually paid by Customer in the twelve (12) month period immediately preceding the event giving rise to such claim (the "Liability Cap"). Neither Kronos SaaShr, BSI nor any of their third party providers will be liable for lost profits or other consequential damages, cover damages, or for any claims against Customer by a Customer or any other third party, even if any such party was advised of the possibility of same. Under no circumstances will Kronos SaaShr, BSI or any of their third party providers be liable hereunder for special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages. Anything in this Agreement to the contrary notwithstanding, Customer acknowledges and agrees that Customer will be solely responsible for the use and operation of the On-Demand Services and the use and accuracy of all output resulting from such use or operation (including, without limitation, the accuracy of taxes located by the On-Demand Services, and the timeliness and accuracy of all tax calculations, payments, filings and reports, except to the extent directly caused by detectable defects or errors in the On-Demand Service that were not the result of inaccurate information or data provided by an authority, agency, governing body or other similar organization; provided that Customer provided written notice to Kronos SaaShr of the existence of such defect(s) and/or error(s) immediately upon discovery thereof and Customer reasonably cooperated with Kronos SaaShr and BSI in the resolution thereof) (hereafter, "Defects or Errors"). Notwithstanding anything to the contrary stated herein, Kronos SaaShr, BSI and their third party providers will have no liability to Customer or any third party, regardless of the cause thereof, for any errors or delays in the output of an On-Demand Service (including, without limitation, errors or delays in located taxes, calculations, payments, filings or reports, or liability to taxing authorities or the employees of Customer for underpayments or nonpayments, interest or penalties).

12. **Definitions.** The following terms used in this Sublicense Agreement are to be defined as follows: **"Affiliates"** means (i) all business units and divisions of Customer and (ii) any entity controlled by, controlling, or under common control with Customer; where "controlled", "controlling" and "control" mean the ownership of at least fifty percent (50%) of the voting securities in an entity. An entity will be deemed to be an "Affiliate" only so long as such control exists. Upon request, Customer agrees to confirm the Affiliate status of a particular entity. **Authorized User(s)**" means those employees of Customer or an Affiliate of Customer who have a legitimate internal business need to access, use, or know information concerning, an On-Demand Service who are bound, through written contract, to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth in this Agreement. **"Customer Data"** means any personally identifiable data, such as an address, record or telephone number, provided by a Customer or an Affiliate of Customer for use in, or to facilitate the performance of, an On-Demand Service. **"On-Demand Service"** means (i) a service sublicensed hereunder as made available by BSI to Kronos SaaS, including any subsequent releases thereof; (ii) any tools, files, software or other offline components made available by BSI in connection therewith to, when properly installed, facilitate the connection or use of an On-Demand Service; and (iii) any documentation related to the foregoing.

13. **General.** This Agreement shall be governed by Massachusetts 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 the Agreement. The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect. Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos SaaS and any purported assignment, without such consent, shall be void. Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays. All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos SaaS, to the Kronos SaaS address on the Order Form, or if to Customer, to the billing address on the Order Form. No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen. Customer acknowledges and agrees that to the extent a remedy is provided under this Agreement, then Customer will be limited to such remedy. Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION. This Agreement, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

Customer:

By: _____
Name: _____
Title: _____
Dated: _____

EXHIBIT 1 -SUPPORT SERVICE PROCEDURES

Customer shall cooperate with Kronos SaaSr in connection with any support requests or support services rendered on its behalf. Without limiting the generality of the foregoing, Customer shall provide on a timely basis any information reasonably requested by Kronos SaaSr in connection with providing the support services, including but not limited to the following information:

1. Name of the Customer
2. Name, phone/fax number and e-mail address of the person reporting the Case
3. Case Priority
4. Description of impact to Customer
5. Problem description (input, output received and output expected, plus any prior actions leading to the final input)
7. Description of initial problem analysis performed by Customer
8. Case number in Customer's call/problem tracking system
9. Provide the following attachments:
10. Trace information, dumps, test results
11. System to system message analysis
12. Technical Notes sent to the Customer

Passport Addendum (UKG Pro Workforce Management)

Passport Addendum

This is an Addendum to the **INSERT APPLICABLE AGREEMENT NAME** (the "**Agreement**") between **INSERT APPLICABLE CUSTOMER LEGAL ENTITY NAME("Customer")** and UKG Kronos Systems, LLC ("**UKG**").

Whereas:

- A Customer and UKG entered into the Agreement to govern the delivery and other terms applicable to the products to be provided to Customer by UKG;
- B By this Addendum, Customer and UKG wish to agree the supplemental terms under which certain products shall be provided to Customer by Passport Corporation;
- C As between UKG and Passport Corporation, UKG shall be responsible for invoicing Customer for the products to be provided to Customer by Passport Corporation.

The parties hereby agree to amend the Agreement by inserting the following provisions:

- 1. If the Customer purchases any Passport Corporation products and/or services via UKG (the "**Passport Products**"), the terms in this Addendum shall apply in respect of such products and/or services in addition to the terms of this Agreement (and in relation to any conflict or inconsistency in connection with such products and/or services, the terms of this Addendum shall prevail).
- 2. In connection with the delivery of the Passport Products:
 - 2.1. all references in the Agreement to the applicable contracting UKG group entities shall be read as referring instead to Passport Corporation, **save that**
 - 2.2. in connection with the payment terms applicable to the provided Passport Products, all references in the Agreement to the applicable contracting UKG group entity/ies shall remain as referring instead to the applicable contracting UKG group entity/ies.
- 3. Notwithstanding anything to the contrary in the Agreement:
 - 3.1. Passport does not offer Seasonal Licences;
 - 3.2. Passport does not offer any Equipment products or associated services;
 - 3.3. Passport does not offer any Success Plans or associated services;
 - 3.4. Passport does not offer any Educational Services, (including KnowledgeMap products) with the exception of fee-based train-the-trainer webinars;
 - 3.5. Passport does not utilize AtomSphere Service or Boomi Software;
 - 3.6. Passport does not offer MPLS/Site-to-cloud SFTP connections;
 - 3.7. Passport does not offer a Key Performance Indicator (KPI) Builder;
 - 3.8. Passport application updates: Maintenance updates will be automatically applied as needed. New software releases will be applied according to the schedule agreed with the Customer;
 - 3.9. Passport application maintenance period: Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday;
 - 3.10. UKG will provide the first line of support services and the other support services relating to the Passport Product shall be provided by Passport Corporation directly as set forth in the SOW
 - 3.11. Customer hereby acknowledges that installation services and other services will also be provided directly by Passport Corporation
 - 3.12. the sub-processors used in the delivery of the Passport Products shall be as set out below (and not those referred to in section 5 of the Agreement):

Category	Common Name	Legal Entity	Data Processed	Locations Processed
Cloud Provider	Expedient	Expedient, Inc. 1 Allegheny Square, Suite 600 Pittsburgh, PA 15212	May include all customer data	Customer Data Encrypted at rest
Cloud Provider	Azure	Microsoft Corporation One Microsoft Way Redmond, Washington	Does not include any customer data	Customer Data Encrypted at rest
Email Delivery Service	Expedient	Expedient, Inc. 1 Allegheny Square, Suite 600 Pittsburgh, PA 15212	Emails notifications from SaaS service	US Email delivery system

At least 30 days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, Passport will provide Customer a notice of that change. Customer may object to any such new sub-processor by terminating Passport Products delivered under the Agreement upon written notice to UKG and Passport, such written notice to be provided within 60 days of being informed of the engagement of the sub-processor. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.

4. In connection with the delivery of the Passport Products, the Agreement shall be further modified as follows:

- 4.1. Section 10.2 Effects of Termination Item c shall be replaced with the following:

Customer's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Customer will have thirty (30) days after the effective date of termination to request specific data from Passport or request a copy of their database which will allow the Customer to so extract Customer Data. If Customer requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Agreement.

- 4.2. Sections 11.1 and 11.2 of Article 11 (Indemnification) shall be deleted (being instead addressed separately in section 6 of this Addendum below).

- 4.3. Service Level Agreement

Reporting Claims Process

Passport will provide Customer with Availability metrics within one (1) business day upon customer request

- 4.4. Cloud Guidelines

Only one standard production tenant is included. Additional partial copy non-production tenants limited to 18 months of data available for purchase on an annual basis.

KPIs are available upon request and subject to applicable fees.

All SFTP managed service account logins use public key authentication or username/password to secure files in transit.

Only a SOC 2 report is published by Passport. Complementary user entity control are available within the SOC report. Passport does not maintain ISO27001 and 27018 compliance certifications. Customer agrees not to upload payment card information, as the service is not certified for PCI DSS. Passport is HIPPA compliant and is permitted to store health information.

5. In connection with any alleged loss, failure or delay arising out of or in connection with the Passport Products (howsoever caused) UKG shall (at its option) use reasonable endeavours to: (i) recover applicable costs or losses directly from Passport Corporation on behalf of Customer, and pass any applicable recovered amounts to Customer; or (ii) assign to Customer such of UKG's rights as may be

necessary to enable Customer to claim applicable costs or losses directly from Passport Corporation.

6. UKG represents to Customer that Passport has provided certain assurances to UKG customers in the following terms, and that UKG shall, following applicable notice from Customer, endeavour to enable Customer to benefit from such assurances as applicable.

3. Passport Indemnity for Customers

3.1. Passport will, on demand by UKG, defend any Customer from and against any and all legal claims alleging that the permitted uses of the Passport service, technology or applications infringe or misappropriate any legitimate copyright or patent. In all such cases, Passport will indemnify and hold harmless the Customer against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such claim, or as a result of Passport's settlement of such a claim. In the event that a final injunction is obtained against Customer's use of the applicable Passport product(s) by reason of infringement or misappropriation of any such copyright or patent, or if in Passport's opinion, the Service is likely to become the subject of a successful claim of infringement or misappropriation, Passport (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the applicable Passport product(s) as provided in the Agreement, or (b) replace or modify the applicable Passport product(s) so that they become non-infringing but remains substantively similar to the affected product(s). Should neither (a) nor (b) be commercially reasonable, either Customer or Passport may terminate the Passport Products delivered under the Agreement, at which time Passport will provide a refund to Customer of the PEPM Fees paid by Customer for the infringing elements of the product(s) covering the period of their unavailability.

3.2. Passport will have no liability to indemnify or defend a Customer: (a) to the extent there has been a material delay in the demand by UKG following UKG having been notified of the applicable claim; or (b) to the extent the alleged infringement or misappropriation is based on: (i) a modification of the applicable Passport product(s) undertaken by anyone other than Passport, or not undertaken at Passport's direction and in accordance with such direction; (ii) use of the applicable Passport product(s) other than as authorized by this Agreement; or (iii) use of the applicable Passport product(s) in conjunction with any other equipment, service or software not provided by Passport, where the applicable Passport product(s) would not otherwise infringe, misappropriate or otherwise become the subject of the claim.

3.3. The parties agree that the limitations and exclusions of liability in the Reselling Agreement shall not apply to the indemnity provided by Passport in this section 3.

7. Customer hereby acknowledges that, for the products and services provided by Passport Corporation, UKG is hereby acting solely as a reseller and (save for UKG's obligations in section 5 and/or 6 above (as applicable), and save for anything that cannot by applicable law be lawfully limited or excluded) disclaims any liability with respect to the products and services that are provided by Passport Corporation under this Agreement. Customer shall indemnify, defend and hold harmless UKG for any losses, claims or damages, which arise from or relate to any breach or alleged breach of Passport Corporation's representations and warranties made under the Agreement.
8. All other terms and conditions of the Agreement shall remain in full force and effect.
9. Passport Corporation shall be a third party beneficiary under the Agreement and this Addendum.

AGREED AND ACCEPTED

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

UKG

By: _____

Name: _____

Title: _____

Date: _____

Passport Addendum (Workforce Central)

**Passport Addendum
for Workforce Central**

This is an Addendum to the agreement governing the license of Workforce Central software applications whether on a perpetual license basis or in a software as a service model (the "Agreement") between _____, having a principal place of business at _____ ("Customer") and from UKG Kronos Systems, LLC, a UKG Company or its affiliates (collectively "UKG").

The parties hereby agree to amend the Agreement by inserting the following provisions:

1. In addition to the terms of this Agreement, should the Customer purchase and order Passport Corporation Products and/or services, the following terms shall apply:

A. Notwithstanding the Support Service terms of the Agreement, UKG will provide the first line of support services and the other support services relating to the Passport Product shall be provided by Passport Corporation directly as set forth in the SOW. Customer hereby acknowledge that installation services and other services will also be provided directly by Passport Corporation.

2. For the products and services provided by Passport Corporation, UKG is hereby acting solely as a reseller and disclaims any liability with respect to the products and services that are provided by Passport Corporation under this Agreement. Customer shall indemnify, defend and hold harmless UKG for any losses, claims or damages, which arise from or relate to any breach or alleged breach of such Passport Corporation's representations and warranties made under this Agreement, provided that Customer is promptly notified of any such claims. Subject to the terms of this Section, Customer shall have the sole right to defend such claims at its own expense. UKG shall provide, at Customer's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

4. Passport Corporation shall be a third party beneficiary under this Agreement.

AGREED AND ACCEPTED

CUSTOMER

By:

Name:

Title:

Date:

UKG

By: _____

Name: _____

Title: _____

Date: _____

UKG SMS Addendum

UKG WORKFORCE SMS ADDENDUM

This is an Addendum to the agreement governing the UKG scheduling product for which Customer is purchasing the UKG Workforce SMS service (i.e., the Workforce Central Software as a Service Terms and Conditions Agreement, UKG Sales Software License and Service Agreement, UKG Dimensions Agreement or Workforce Dimensions Agreement, as applicable) (the “Agreement”) between (“Customer”) and UKG Kronos Systems, LLC, a UKG Company (“UKG”).

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to UKG Workforce SMS service (“Workforce SMS”):

Description. Workforce SMS is a subscription based service, provided solely for Customer’s internal use, by which: (i) Customer may notify employees who are permitted to use a UKG scheduling product, via mobile technology (SMS) of the existence of one or more available work shifts, and (ii) employees’ responses are tracked in order that Customer may fill those available work shifts more efficiently. Each exchanged message (notice, response, confirmation, denial) shall be considered an “Interaction.”

Implementation. To initiate and setup administration of the required mobile communications with the mobile carriers, UKG will perform the standard implementation of Workforce SMS, including configuration, as described in the statement of work signed by the Customer. Any additional professional services for non-standard implementation services will be subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties, including any additional associated fees and expenses. UKG may, at its sole discretion, update and enhance the features available through Workforce SMS and applicable UKG scheduling product.

Payment. UKG will invoice Customer for the Workforce SMS implementation/configuration professional services fees set forth in the applicable statement of work and Order Form, pursuant to the payment terms set forth therein. UKG will invoice Customer for Workforce SMS usage based on the maximum number of Annual Interactions Customer has chosen to purchase (the “Annual Interaction Usage Fee”). The Annual Interaction Usage Fee will cover Workforce SMS usage by managers and employees through and including the expiration of the twelve month annual usage term (the “Annual Use Term”), or until the maximum number of Interactions purchased by Customer has been used, whichever occurs first. The Annual Use Term shall begin upon Order execution.

If prior to the expiration of the Annual Use Term Customer has used the maximum number of Interactions covered by the Annual Interaction Usage Fee, UKG will charge the Customer for any excess Interactions used on a per Interaction basis (the “Excess Interaction Rate”). UKG will invoice Customer each month at the applicable Excess Interaction Rate for the remainder of the Annual Use Term for excess Interactions used and payment will be due within thirty (30) days of the date of such invoice. Workforce SMS volume purchase options and the method for calculating the applicable Annual Interaction Usage Fee and Excess Interaction charges are described more fully at: <http://www.kronos.com/Legal/Workforce-SMS-pricing>

The Customer’s Annual Interaction Usage Fee for the Annual Use Term shall be set forth in the applicable Order Form. If Customer purchases additional Annual Interactions during the Annual Use Term, the Annual Use Term for such additional Annual Interactions will be for twelve months from the date of such Order execution.

Restrictions on Workforce SMS Services; Additional Responsibilities. Customer agrees that Workforce SMS has not been designed for, and may not be used as, a means to connect with country specific emergency services such as 911, E911, 000, 112 and 999. UKG shall have no liability for any delays, failures or unavailability of Workforce SMS due to transmission or other delays, errors or problems beyond UKG's control, or any other interruptions caused by the mobile communications network and/or mobile devices. Customer acknowledges that Workforce SMS pricing quoted on the applicable Order Form covers Interactions occurring in or between the countries as listed in the Pricing URL list above and that additional fees may apply for Interactions in or between other countries. Unused Interactions expire at the end of the Annual Usage Term and are not eligible for credit. Use of the Workforce SMS subscription service is subject to the terms set forth in the Agreement as well as the Acceptable Use Policy found at: <http://www.kronos.com/Legal/TwilioAUP> and Customer agrees to defend, indemnify and hold harmless UKG, its employees agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Workforce SMS may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications. UKG may discontinue Workforce SMS upon one hundred twenty (120) days prior written notice to Customer. In the event of discontinuation during the initial or renewal Annual Use Term, UKG will refund or credit the Customer for the unused portion of the previously paid Annual Interaction Usage Fee. Otherwise, Customer's payment of professional services and/or Interaction usage fees shall be non-refundable.

Security for Workforce SMS: Workforce SMS service relies upon a third party hosted communication platform and interactions with worldwide telecommunications networks to deliver SMS messages not under the control of UKG. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges the exclusive statement of the security and privacy provided is: UKG will undertake commercially reasonable measures to protect the security and privacy of data transmitted through the Workforce SMS service, however the security and privacy of such SMS data cannot be guaranteed in this global network involving many third parties.

Renewal and Termination. The initial Annual Use Term is twelve months. Upon the expiration of that twelve month period and upon each anniversary date thereafter, the term of this Addendum and the Annual Use Term shall automatically renew for an additional twelve month period unless Customer has provided forty-five (45) days prior written notice to UKG of its decision not to renew at the end of the then current term.

AGREED AND ACCEPTED

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

UKG:

By: _____

Name: _____

Title: _____

Date: _____

UKG EZCall Provider Scheduling Agreement

UKG EZCall Provider Scheduling Software as a Service (SaaS) Agreement

("Customer") and UKG Kronos Systems, LLC, a UKG company ("UKG"), agree that the terms and conditions set forth below shall apply to the UKG supply of the SaaS offering based upon the UKG EZCall Provider Scheduling platform and as specified on a UKG Order Form expressly referencing the UKG EZCall agreement and signed by the parties. For purposes of this Agreement the term Customer shall also include its Affiliates.

1. DEFINITIONS

"Affiliate" means any corporation or other business entity that controls or is controlled by or is under common control with Customer excluding any entity that is a competitor of UKG and any entity located outside the United States and Canada. "Control" means ownership of at least fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these terms and conditions, and any amendments thereto, and the Order Form(s).

"Billing Start Date" means the date the billing of the Annual Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Annual Service Fees for any Services ordered by Customer after the date of this Agreement shall be the date the applicable Order Form is executed by UKG and Customer.

"Confidential Information" means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party or its Suppliers because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself.

"Customer Content" means all content that Customer, or others acting on behalf of or through Customer, posts or otherwise inputs in the Services.

"Documentation" means technical publications published by UKG relating to the features, functionality and use of the Services.

"Hosting Environment" means the cloud infrastructure and platform services provided by UKG's Supplier for the hosting environment.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Minimum Contract Value" means the Annual Service Fees to be invoiced for the Initial Term or a Renewal Term, as applicable.

"Annual Service Fee(s)" means the annual fees for the Services as described in an Order Form.

"Order Form" means an order form mutually agreed upon by UKG and Customer setting forth the items ordered by Customer and to be provided by UKG and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Policies" means the following policies of UKG's Supplier and all restrictions described on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, as each may be updated from time to time. Policies do not include whitepapers or other marketing materials referenced on the AWS Site.

"Acceptable Use Policy" means the Policy available at <http://aws.amazon.com/aup>

"Site Terms" means the terms of use available at <http://aws.amazon.com/terms/>

"Service Terms" means the rights and restrictions for particular Supplier Services available at <http://aws.amazon.com/serviceterms>. Current Supplier Services include: Elastic Compute Cloud / EC2 (servers), Route 53 (DNS), Simple Email Service (Transactional Emails), Simple Storage Service / S3 (Static Content).

"Trademark Use Guidelines" means the guidelines and license available at <http://aws.amazon.com/trademark-guidelines/>

"Privacy Policy" means the privacy policy available at <http://aws.amazon.com/privacy>

"AWS Site" means the web site located at <http://aws.amazon.com>

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means accessibility to the commercially available and applicable module(s) of the UKG EZCall software applications specified on the Order Form signed by Customer by means of access to the password protected customer area of a website owned or operated by UKG or its Supplier, and all such services, items and offerings accessed by Customer therein or provided by UKG in connection thereto.

"Supplier" means any contractor, subcontractor or licensor of UKG providing software, equipment and/or services to UKG which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. SERVICES, HOSTING, IMPLEMENTATION AND SUPPORT

2.1 Ownership. The parties acknowledge that, as between UKG and Customer, UKG shall own all right, title and interest in and to the Services and all tangible or intangible works and materials developed by UKG in connection with the Services, including but not limited to systems, solutions, processes, formulae, designs, inventions, algorithms, documentation, computer source and/or object code. This Agreement does not transfer or convey to Customer or any third party, and Customer acknowledges that it does not have any right, title or interest in or to the foregoing, or any associated intellectual property rights, but only a limited license and right to use the Services in accordance with this Agreement.

2.2 Services. UKG grants to Customer a limited, nonexclusive, nontransferable, non-assignable, without right to sublicense, and revocable right to use for its internal business purposes, the Services, including without limitation the applicable UKG EZCall software

application module(s) and all associated Documentation. The Services are limited to the number of users identified on the Order Form(s). Customer agrees not to increase the number of users unless and until Customer pays the applicable fee for such increase.

2.3 Hosting. The Services rely upon a Hosting Environment that is provided by UKG's Supplier. Accordingly, notwithstanding any other provision of the Agreement to the contrary, Customer understands and acknowledges that the use of the Hosting Environment and the exclusive statement of the security protections provided for i) the Hosting Environment, and ii) all associated data, is found within the Privacy Policy and at the AWS Site. Without limiting the generality of the foregoing, Customer will adhere to all laws, rules and regulations applicable to Customer's use of the Services, and is directed to the Policies, including those specifically defined above. Customer agrees to defend, indemnify and hold harmless UKG, its employees, agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policies.

2.4 Implementation Services. UKG will provide the Implementation Services per a mutually agreed upon Statement of Work.

2.5 Support. Customer shall submit requests for support by e-mail using a customer support e-mail address provided by UKG. UKG agrees to respond to such requests for support, and provide reasonable resolution thereto, in a timely fashion ("Customer Services"). Customer Services shall include improvements, patches and upgrades to the Services, as such are generally made available to UKG's customers. UKG may provide data conversion, data transfer services and other types of services at UKG's then-current hourly fees. Remote end-user training and a training manual is provided at no additional charge. Additional onsite support is available upon request, subject to UKG's then-current hourly fees and payment of actual expenses, including reasonable travel, meal and lodging costs (if necessary).

3. CUSTOMER'S OBLIGATIONS.

3.1 Use of Services. Customer will not (a) sell, assign, transfer, or sublicense the Services, (b) cause or permit modification, disassembly, de-compilation, or reverse engineering of the Services, (c) use the Services to provide time-sharing or service-bureau services, either for profit or not, (d) allow third-parties to access or use the Services, (e) copy or give copies of the Service to any other party including its parent, sister organizations, subsidiaries, or contractors except as permitted hereunder, (f) use, or allow the use of, the services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations, (g) use the Service in any manner which could damage, disable, overburden, or impair UKG's or UKG's Supplier's website or interfere with any other party's use and enjoyment of the Service, (h) use the Service or any feature of UKG's or UKG's Supplier's website or services to post, send or receive messages or material that are unrelated to the Services or which are damaging or defamatory, (i) upload files containing any virus, Trojan horse, worm, spyware, spamware, malware, time bomb or similar code designed to disrupt the operation of, permit unauthorized access to, erase or modify any aspect of the Service or any of UKG's or its other customers' data or (j) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan, (k) use any tool designed to automatically emulate the actions of a human user (e.g., robots), or (l) develop or promote a product or offering similar in purpose to any UKG products and services.

3.2 Customer's Account. Customer is responsible for all activities that occur under Customer's account, regardless of whether the activities are undertaken by Customer, its employees or a third party (including Customer's contractors or agents) and, except to the extent caused by UKG's breach of this Agreement, UKG is not responsible for unauthorized access to Customer's account. Customer will promptly contact UKG if Customer believes an unauthorized third party may be using Customer's account or if Customer's account information is lost or stolen.

3.3 Customer Content. Customer is solely responsible for the development, content, operation, maintenance, and use of the Customer Content. For example, Customer is solely responsible for: (a) compliance of Customer Content with the Policies, and the law; (b) any claims relating to Customer Content; and (c) properly handling and processing notices sent to Customer (or any Customer affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act or any similar law.

4. DATA PRIVACY. UKG's Supplier of the Hosting Environment participates in the safe harbor programs described in its Privacy Policy. Customer consents to UKG's Supplier's collection, use and disclosure of information associated with the Service in accordance with the Privacy Policy, and to the processing and the transfer of Customer Content in the Services.

5. FEES AND PAYMENT

5.1 Fees. Customer shall pay UKG the Setup Fees, the Annual Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. All payments and fees shall be due 30 days following date of invoice unless otherwise indicated on an Order Form.

5.2 Setup Fee. The Setup Fees are one time fees that shall be invoiced as indicated on the applicable Order Form.

5.3 Annual Service Fees. Annual Service Fees commence on the Billing Start Date and are invoiced annually in advance. Support Services are included in the Annual Service Fees.

5.4 Reconciliation at Renewal. For the three (3) month period prior to which UKG sends the renewal invoice for the Annual Service Fees, UKG will determine the number of Customer users actually using the Services, and Customer agrees to pay the Annual Service Fee for the following year in an amount equal to Customer's then current per user fee for the maximum number of users who used the Service during that three (3) month period.

5.5 Taxes. Customer is responsible for all applicable taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege. Except as expressly set forth in the Agreement, all amounts paid to UKG are non-refundable.

5.6 Increases. At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, UKG may increase the Annual Service Fee rates in an amount not to exceed four percent (4%). The increased Annual Service Fees will be reflected in the invoice following the effective date of such increase without additional notice.

6. TERM, SUSPENSION, TERMINATION AND TRANSITION

6.1 Term. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

6.2 Temporary Suspension. UKG may suspend Services immediately upon written notice to Customer if: (a) any amount owing under this Agreement is thirty (30) or more days overdue and UKG has provided Customer at least seven (7) days' prior written notice that Customer's account is overdue, or (b) Customer breaches any Policies.

6.3 Termination

(a) Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Minimum Contract Value. UKG may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

(b) Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

(c) In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

6.4 Effect of Termination

(a) If the Agreement is terminated for any reason, Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, as well as the Minimum Contract Value.

(b) Notwithstanding the foregoing, if Customer terminates for an uncured breach of the Agreement by UKG, UKG shall refund Customer any pre-paid and unused fees for Services not delivered by UKG.

(c) In addition, upon the effective date of termination or expiration of this Agreement for any reason:

(i) Customer's right to access and use the Services shall be revoked;

(ii) No more than fifteen (15) days after termination, UKG will provide to Customer, at no charge to Customer, the Customer Content in the format then in use for the Services. After such time period, UKG shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;

(iii) Customer agrees to timely return all UKG-provided materials related to the Services to UKG at Customer's expense or, alternatively, destroy such materials and provide UKG with an officer's certification of the destruction thereof; and

(iv) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

7. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

7.1 UKG represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

7.2 UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that UKG is unable to correct material deficiencies in the Services arising during the Warranty Period, after using UKG's commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the deficiency in writing, and providing UKG with evidence of such deficiency to enable UKG to reproduce or verify the same.

7.3 EXCEPT AS PROVIDED FOR IN THIS SECTION 7, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED EXCEPT TO THE EXTENT PROHIBITED BY LAW. UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

8. INDEMNIFICATION

8.1 UKG shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against

Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

8.2 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than UKG; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by UKG, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement.

8.3 Customer shall defend UKG, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**UKG Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (b) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. UKG will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

8.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

9. LIMITATION OF LIABILITY

9.1 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF UKG OR UKG'S SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

9.2 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL UKG OR UKG'S SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

10. CONFIDENTIAL INFORMATION

10.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party.

10.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

10.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

11. GENERAL

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provisions. 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 the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

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

11.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of UKG and any purported assignment, without such consent, shall be void.

11.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation.

11.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

11.6 No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

11.7 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

11.8 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while UKG may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services identified on an Order Form, nor any other future product in executing the Agreement.

DATED: _____

CUSTOMER:

UKG

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

APPENDIX 10 – SPD-SP044 TRADE SECRET AFFIDAVIT

TRADE SECRET STATUS AFFIDAVIT
STATE OF GEORGIA
REQUEST FOR PROPOSAL, REQUEST FOR QUOTE, or REQUEST FOR QUALIFIED CONTRACTOR
Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

All documents, data, letters and generated information received by the State constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

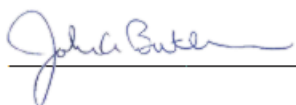
- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with UKG Kronos Systems, LLC's response to the State of Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Sealed Proposal # 24-6833, Human Resource Information Systems and Related Products and Services are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- UKG Audited Financial Package
- Identity of past and present customers, including without limitation amounts of sales to such customers, individually and in the aggregate
- Information related to the ownership and owners of UKG Kronos Systems, LLC
- Pricing not disclosed in UKG Kronos Systems, LLC's response
- Confidential and proprietary information related to the solutions offered by UKG Kronos Systems, LLC

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that the State of Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:



John Butler

[Signatory Name in Print]

Treasurer

[Signatory's Title]

UKG Kronos Systems, LLC

[Company Name]

Date: August 4, 2024

SUBSCRIBED AND SWORN BEFORE

ME ON THIS 4th DAY OF

August 2024, 202x.

Jonathan Edward Crotsley

NOTARY PUBLIC

My Commission Expires: 03/31/2025



JONATHAN EDWARD CROTSLEY
NOTARY PUBLIC
REGISTRATION # 7737033
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
03/31/2025



APPENDIX 11 – ADDENDUM ACKNOWLEDGEMENTS

Cobb County Addendum #1



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.

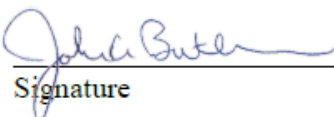
This acknowledgment form must be signed, dated, and included with your submitted proposal

UKG Kronos Systems LLC.

7/19/2024

Company Name

Date



Signature

John Butler

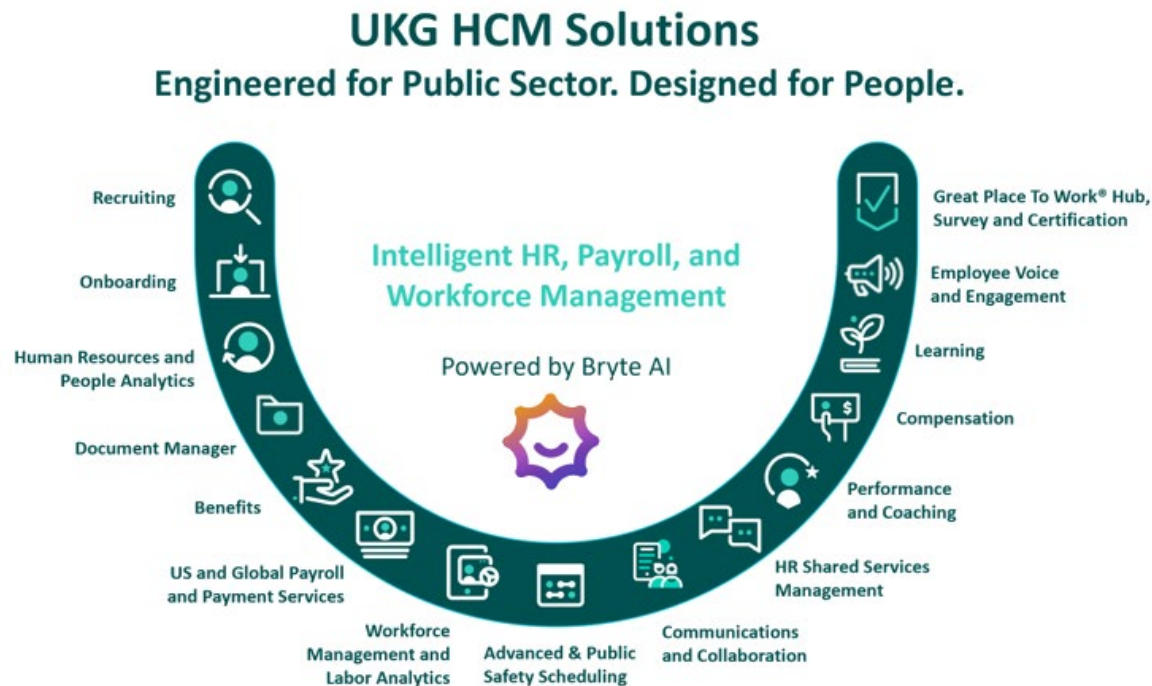
Print Name

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.

APPENDIX 12 – UKG SUPPORTING ATTACHMENTS

UKG Attachment 1 – UKG Product Overview

Ultimate Kronos Group (UKG) goes beyond traditional HCM software, offering an unparalleled solution that empowers participating agencies to boost employee experience, reduce manual processes, and stay compliant. Our comprehensive suite covers the entire employee lifecycle, from onboarding to retirement, encompassing human resources, payroll, and workforce management. UKG solutions excel in several key areas:



By combining these elements, UKG's Suite of Solutions helps participating agencies create a data-driven approach to building a positive work environment, fostering employee engagement, and achieving better business outcomes. UKG offers a best-of-breed solution that empowers participating agencies to efficiently support employees, reduce manual processes, and ensure compliance. Our hire-to-retain solutions, encompassing human resources, payroll, and workforce management functionalities, ensure maximum efficiency and empower your workforce.

Please see below for general product and functional overviews of UKG's suite of HCM solutions:

- **Human Resources**
- **Payroll**
- **HR Service Delivery**
- **Time**
- **Workforce Strategy Solutions**

Human Resources

Human Resources encompasses essential functions such as employee records, organizational data management, and analytics. It provides the framework for a participating agency to manage their workforce data efficiently, ensuring compliance with HR regulations, and supporting day-to-day HR operations. Employee and manager self-service connect employees to relevant information and resources they need to work more effectively.

- **Human Resources (People Center)** is designed to improve the work experience for HR, managers, and all employees. Here are some key features:
 - **Comprehensive Human Resources:** UKG Human Resources tracks all HR-related information about employees, including personal details, employment history, performance reviews, benefits choices, and time and labor data. Additionally, this record may be used to store custom fields and dates, asset assignments, work related injury data, certifications, licenses, and more.
 - **Engage Employees:** Employees have direct access to HR-related tools and data from any device. This improves productivity and engagement by providing timely information and access to self-service features.
 - **Timely Compliance Updates:** UKG helps participating agencies stay compliant with employment and payroll regulations, making it easier to record essential information for government reporting and analysis in the United States and territories.
- **Recruiting:** UKG Recruiting streamlines the talent acquisition process by automating job postings, candidate sourcing, and applicant tracking. It enables HR teams to efficiently identify, assess, and communicate with potential hires to select the best-fit candidates. This not only saves time and reduces manual effort, but also ensures a more effective recruitment process, leading to better hires and improved team performance.
 - **Inviting Candidate Experience:** The platform crafts an inviting candidate experience, making it easy for applicants to apply from any device while reflecting the participating agency's brand and culture. This seamless process encourages engagement and trust from the very first interaction but also makes the audience feel the ease of use and convenience, ensuring a comfortable and stress-free application process that reflects the participating agency's culture.
 - **Streamlined Talent Processes:** UKG Recruiting allows recruiters to keep pace with candidates at different stages within the recruiting pipeline. Intuitive talent analytics help continuously improve processes, ensuring efficient talent sourcing, tracking, and evaluation. Communications, including emails, collaborative interview scheduling, text messaging, and shared internal candidate evaluations and notes allow recruiters and hiring managers to stay in lock step during every phase of the recruitment process. Integrations for background checks, assessments, and more provide peace of mind that the recruiting process remains compliant with agency policies. The creation and

acceptance of offer letters is supported using branded templates, allowing the hiring team and candidate to have a fully electronic experience.

- **Onboarding:** Onboarding is a crucial part of the employee journey, and UKG's Onboarding tools play a significant role in creating a personalized and impactful connection for new hires. These modules simplify and automate the onboarding process, ensuring a smooth transition for new employees and rehires. HR teams can efficiently manage tasks such as collecting necessary documentation, completing compliance forms and custom agency documentation, and creating personalized welcome materials. With collaborative technologies, UKG Onboarding helps new hires connect to their agency in a way that is both personal and impactful, even before day one. This not only enhances the employee experience but also boosts productivity and engagement.
- **Position Control/Management:** Offers several key features to help agencies efficiently manage position changes while maintaining compliance and providing insight into staffing to make informed decision-making. Here are some highlights:
 - **Reporting Hierarchy Structure:** Establish a reporting hierarchy for positions that report to other positions.
 - **Managing Multiple Roles:** Easily manage employees working in multiple roles or positions within a single location.
 - **Simplified Relationships:** UKG simplifies relationships between jobs, positions, employees, and the overall organizational structure.
 - **Reduced Administrative Tasks:** Position control/management tools reduce manual administrative HR tasks, eliminating the need for manual position data entry.
 - **Real-Time Visibility:** Gain real-time visibility into position data for better informed, in-the-moment management and planning.
 - **Compliance Mitigation:** Align positions with necessary training and credentials to ensure adherence to federal, state, and local labor laws.
- **Benefits:** UKG Benefits simplifies the management of employee benefits programs. UKG Benefits allows administrators to manage new hire(s) and open enrollment, enable electronic submission and tracking of qualifying life events, calculate employee and employer contributions with effective dating, and provide self-service portals for employees to access and manage their benefit selections. This capability ensures accurate and efficient benefits management and supports employee well-being by helping them select the plan that fits their needs. Here are some key features:

- **Benefits Administrator Tools:** allows participating agencies to configure the solution to support diverse benefit programs, automate processes, and engage employees. Advanced configuration capabilities allow flexible plan design and benefits calculations. Effective communication with employees during enrollment simplifies administration.
- **Intuitive Enrollment Process:** enables employees to view and select benefits options via an intuitive shopping experience. They can set filtering preferences, compare plans side by side, edit beneficiary and dependent information, and gain a holistic view of their options. Passive enrollment is supported to assist employees who wish to make limited or no changes to their benefit elections.
- **Robust Reporting:** Multiple configurable reports are available to track new hire and open enrollment progress and trends, provide point-in-time benefit census data, and ease the burden of carrier billing reconciliation.
- **Affordable Care Act (ACA):** UKG ACA simplifies Affordable Care Act compliance by streamlining the collection of employees' hours, automating policies, and monitoring critical metrics. Here are some key features:
 - **Measurement Periods:** UKG ACA tracks measurement, administration, and stability periods. This informing administrators as employees become eligible or lose eligibility.
 - **Compliance Reporting:** Intuitive year-end processes simplified with auto-population of 1095-C and 1094 forms with up-to-date codes maintained by UKG. 1095-C forms are made available to employees electronically and may also be printed.
- **Performance Management:** UKG Performance tools provide targeted growth opportunities to employees, with a continuous, collaborative performance management experience that also delivers actionable insights for keeping your talent engaged. With UKG's employee performance management solution, you can assess individual or team performance, automate employee reviews, identify areas for improvement, and develop and retain top talent. Here are some highlights:
 - **Goal and Objective Setting:** The module provides an organized framework for aligning the participating agency's core objectives with individual goals. Users can measure their own success, track progress, and adjust goals and competencies as needed to fit workforce requirements.
 - **Competency Assessment and Development:** The platform assesses competencies and skills, helping employees develop and grow. It ensures alignment between individual capabilities and organizational needs.

- **Configurable Performance Reviews:** UKG’s configurable templates allow administrators to determine the elements and workflow of a performance review for multiple groups:
 - Customize rating scales
 - Determine weights, averages, and final performance grade as desired
 - Identify multiple review participants, including peer, manager, and administrative contributors.
- **Incident Tracking:** Disciplinary actions and incident reports may be tracked within the UKG solution, providing visibility to the full talent history of an employee.
- **Reporting and Analytics:** Robust reporting tools allow HR professionals to gain insights into performance metrics, identify trends, enhancing transparency and accountability and make data-driven decisions.
- **UKG Succession Planning** supports creation and management of succession planning by tracking high-potential employees and succession plans for individuals and positions or jobs.
- **Learning** delivers and manages training and development programs. UKG Learning offers online courses, assessments, and certification tracking to enhance employee skills and knowledge. This capability ensures that employees have access to relevant courses, promoting professional development and tracking compliance. Here are some key features:
 - **Consumable, On-Demand Content:** Learning delivers engaging content that employees can access when and where it’s convenient for them. This feature ensures that ongoing learning becomes an integral part of work.
 - **Tailored Learning Academy:** Participating agencies can quickly deploy a training academy with their unique branding and configure the solution to meet specific business needs. Customization is essential for effective learning experiences.
 - **Real-Time Insights:** Learning provides real-time insights into employee progress and course completion. This visibility helps participating agencies track learning outcomes and adjust strategies as needed.
- **Compensation** allows participating agencies to create compensation plans, reward employees thoughtfully, and align individual contributions with business performance. Utilizing configurable merit matrices, UKG Compensation provides visibility into proposed salary changes and/or one-time payouts, allowing leadership to evaluate current and future compensation, compa-ratios, and performance rankings in one editable experience. Workflow of approvals moves these proposed changes through the appropriate channels, culminating in effective dated pay changes that streamline the compensation evaluation process through to payroll.

Payroll

Using UKG's automated payroll solution, you can streamline payroll processing to increase productivity, improve payroll accuracy, and gain greater control of your payroll processes – in house and on your schedule.

- **Flexible Configuration:** UKG solutions provide access to earning and deduction settings, allowing on-the-fly configuration and modification as needed. Multiple pay cycles are supported, allowing each employee group to be processed on the participating agency's schedule. Off cycle and manual checks may also be issued as needed.
- **AI-powered Recommendations:** The platform offers advanced tools to enhance payroll management by proactively identifying and resolving errors. Prior payroll comparisons, variance reporting, and other proactive alerts allow payroll administrators to focus on anomalies rather than cross-checking each pay statement.
- **Robust Reporting:** Reporting is crucial to delivering accurate pay statements. UKG Payroll allows administrators real-time insights into their payroll data at every stage of the process, from initiation to post-payroll reporting. General ledger data is passed to the participating agency's accounting system in the proper format and is also available for reporting within the UKG solution.
- **Payment Services:** UKG provides payment services to include check printing and mailing, direct deposit file submission, tax filing and fund disbursement, and wage attachment fund disbursement.

HR Service Delivery

HR Service Delivery is a comprehensive solution that lets HR Teams execute a sophisticated strategy for people operations and document management.

- **People Assist Knowledgebase:** This employee self-service portal empowers employees to find answers to HR questions, access agency policies and handbooks, and search or browse through agency created Articles. This reduces the burden on HR for basic inquiries and allows employees to access information on their own schedule. Articles may be limited to a select audience, ensuring that employees only see information relevant to their role.
- **People Assist:** With People Assist, agencies can deploy an automated case management and knowledge management platform with support for complex business processes, while gaining critical operational insights.
 - **Knowledgebase:** It provides employees with tailored guidance in the form of highly customized knowledge base articles and quick personalized customer service with self-service options. This employee self-service portal empowers employees to find answers to HR questions, access agency policies and handbooks, and search or browse through agency created Articles. This reduces the burden on HR for basic inquiries and allows employees to access information on their own schedule. Articles may be limited to a select audience, ensuring that employees only see information relevant to their role.
 - **Process Automation:** Create configurable processes to include assignable tasks, forms, and approvals. Use conditional workflows to automatically route items to appropriate parties, ensuring efficient and complete workforce processes.
- **Document Manager:** With Document Manager, participating agencies can deploy a sophisticated document management platform where they can manage certifications, licenses, forms, and media files across the workforce while complying with legal requests, government regulations, and data retention guidelines. It enables employees to acknowledge and sign documents while also delivering document management notifications and reminders.
 - **Smart Document Generation:** This automates the creation of personalized documents based on templates. Fill in the blanks with relevant data, and the system generates a polished document, saving HR time and ensuring consistency.
 - **eSignature:** This allows for electronic signatures on important documents. No more printing, signing, scanning, and emailing – get approvals quickly and securely online.
- **HR Compliance Assist:** This knowledge portal helps participating agencies navigate the complexities of HR data compliance on a global scale.

Workforce Management

Workforce Management solution designed to optimize control over labor costs, manage leave, improve scheduling efficiency, and ensure they have the right people in the right place at the right time. Here's a breakdown of how UKG helps with each aspect.

- **Time:**
 - **Data Collection (Terminals):** UKG offers devices that engage your employees with an easy-to-use interface. Our innovative timekeeping terminals capture time using an embedded card reader with one of many supported badge or card formats. Advanced technology supports touch-free convenience, and optional biometric authentication prevents time theft. The large, responsive capacitive touchscreen offers user-friendly self-service capabilities for employees to submit transfers, view schedules, submit requests and more.
 - **Timekeeping:** UKG's timekeeping solutions play a crucial role in workforce management by assisting participating agencies take care of your workforce. UKG tools that help you build a culture of belonging, provide guidance and offer autonomy while also fostering organizational adaptability. Our timekeeping solutions help customers:
 - **Engagement and Self-Service:** Our tools enhance engagement and empower employees through self-service features.
 - **Accurate Time Tracking:** Whether for hourly or salaried employees, UKG captures and calculates time with precision.
 - **Error Reduction:** Automated time tracking helps flag exceptions and minimize payroll errors.
 - **Complex Pay Rules:** Configurable parameters accommodate complex work environments, government policies, and union agreements.
 - **Project and Labor Allocation:** Allocate time to specific grants, projects, and labor categories. This includes monitor project-specific time spent by employees, helping with cost allocation, grant, and project budgeting.
 - **Regulatory Compliance:** UKG ensures compliance with guidelines such as FLSA by adjusting pay rules, meal-break guidelines, and employee attestations.
 - **Inclusivity:** Our solutions meet WCAG 2.0 Level AA accessibility guidelines.
 - **Overtime Management:** Set alerts and controls to manage overtime costs and ensure compliance with labor laws.
 - **Fatigue Management:** Real-time analytics allow participating agencies to gain visibility into fatigue patterns and data to help reduce burnout, avoid compliance violations, and increase productivity.

- **Absence Management:**

- **Absence Management:** Absence Management is built to manage leave and attendance efficiently. It automates processes such as automating accrual policies, submitting and approving time off request, requesting a leave of absence, checking FMLA eligibility, and more. This solution helps participating agencies lower costs, maintain productivity, and stay compliant with labor laws and regulations. Here are its key features:
- **Accruals Management:** Accurately calculate and deduct paid time off based on your paid time off policies. Accrual balances are calculated in real-time and balances can be readily visible to employees using a timekeeping terminal, mobile device, tablet or computer. Takings are automatically calculated and rules such as taking limits are enforced through configurable policies. Leave Liability detail is always current because calculations are based on time worked and deducted as soon as they are entered and saved in the system.
- **Attendance Management:** Functionality designed to manage incidental absences and align to organizational policies and union collective bargaining agreements. Attendance Management in the UKG solution relieves administrative burdens, provides visibility to all stakeholders, and helps maintain compliance across the agency. Fair and consistent administration of your policies and CBAs ensures all employees are treated equitably. Frontline supervisors receive notifications when employees have been excessively tardy, leaving early or developed patterns of absenteeism. Additionally, employees are recognized and actions taken to reward perfect attendance in accordance with your policies. Automation using the UKG solution removes discretion and subjectivity.
- **Leave Management:** Assists customers required to meet compliance regulations associated with the administration of Federal, State and local policies running concurrently or consecutively with organizational programs. Ensure compliance by checking eligibility based on leave reasons and types, generating appropriate paperwork, and notifications to follow-up on documents that may be past due. Tracking of intermittent leave takings and notifications of excessive takings are automated for HR's visibility and controls regarding excessive frequency and duration of leave. Accurate leave management ensures time is taken according to policies and employee rights are respected.

- **Scheduling:**

- **Scheduling:** UKG Scheduling provides participating agencies with efficient tools to manage employee schedules, optimize workforce allocation, and streamline staffing processes. Whether it's creating shifts, handling shift swaps, or ensuring proper coverage, UKG Scheduling helps participating agencies maintain productivity and balance employee well-being. Here are some key features:
- **Basic Scheduling:** Create simple schedules for teams with predictable work patterns.

- **Scheduler:** Build more complex schedules with features like skill-based scheduling, availability management, shift swapping, and conflict resolution.
 - **Advanced Scheduling:** Leverage AI and machine learning for optimized scheduling based on forecasts, historical data, and employee preferences.
 - **Healthcare Scheduling:** Manage complex scheduling needs specific to healthcare staffing, including on-call scheduling, skills-based matching, and shift swaps.
 - **Public Safety Scheduling:** Use the UKG rules-based solution assists in creating employee schedules that align qualifications, certifications, and availability with staffing demands while adhering to agency policies, labor agreements, and HR rules. Optimize the scheduling, communications, and deployment of public safety personnel and other critical resources. Features and benefits include:
 - **Accurate roster and personnel scheduling:** The UKG solution empowers participating agencies to prebuild schedules and rosters. Track employee certifications and qualifications. Automatically relay scheduling communications. You can also support different business and union rules for various departments, ensuring staffing decisions are always validated against rules.
 - **Overtime Management:** Objective, rules-based assignment of overtime. Overtime positions are automatically assigned based on rules you configure. Employees are listed objectively in entitlement order, and all employee overtime activity is tracked for auditing purposes.
 - **Integrated communication:** Scheduling and communication functionality is integrated in the UKG solution, thus eliminating manual phone calls and expediting scheduling. The right employees are contacted in the right order, and all communications are automatically tracked.
 - **Improved productivity:** Automate position, shift and vacation bidding. Free supervisors and administrative personnel by ensuring fair and accurate auctions. Configurable queue bids or preference bids ensure you conform to applicable department policies and union rules.
 - **Improved emergency response:** Identify and contact certified, qualified and available employees by phone, text and email for quick scheduling and deployment. Vacant positions are automatically filled. The UKG solution also tracks hours related to emergency response and prepopulates the built-in FEMA report for faster completion, submission and reimbursement.
- **Activities:**
 - UKG Pro Workforce Management Activities is a powerful solution that addresses the challenges of tracking labor against activities. With a focus on people in everything it does, UKG's Workforce Management Activities for participating agencies to gain real-

time visibility into organizational data to power more intelligent decision making, optimize efficiency, increase employee productivity, and ultimately improve operational performance. Here's how it benefits participating agencies:

- **Key Benefits for Managers:**
 - Identify and deploy your most productive performers
 - Gain real-time visibility into items that are a work in progress
 - Streamline operations by identifying and removing bottlenecks
 - Quickly reallocate and optimize critical labor resources to meet production deadlines
 - Assess critical KPIs such as productivity, efficiency, and direct vs. indirect time
 - Simplify system interaction with the logical guided workflow for your people with pre-built templates
 - Develop accurate labor standards by understanding variances between actual and standard performance
 - Automate reconciliation of labor hours to payroll
- **Key Features of UKG Activities:**
 - Stay in sync with external Enterprise Resource Planning (ERP) systems through bi-directional interface capabilities providing seamless communication and preserving data integrity. Improved accuracy by introducing logic to show only necessary fields with Smart Forms
 - Robust API integration powered by Boomi with easier access to API set expansions
 - Accurate activity selection with new business structure framework
 - Activity data directly integrated into employee timecard
 - Activity exceptions highlight relevant missing data such as orphan, idle, or missing result
 - 3rd party integration with ERP systems which only sends and receives what is relevant or changed
 - Enables employees to view and track relevant, tailored information to their specific role and location on the device of their choice
 - Visibility into allocated versus actual hours

- **Forecasting:**

- **Forecasting** informs effective scheduling by making accurate and timely predictions. Its self-tuning and patented Machine Learning (ML) algorithm automatically learns from trends and data unique to each participating agencies. With unprecedented forecast accuracy, it identifies validated patterns, creates best-fit schedules, and optimizes workforce planning. Here are some key features:
- **Demand Forecasting:** Predict future staffing needs based on historical data, sales trends, and upcoming events.
- **Labor Cost Forecasting:** Estimate future labor costs based on projected staffing needs and labor rates.

- **Strategic Workforce Planning:**

- **Strategic Workforce Planning** helps participating agencies predict, analyze, and address gaps between their current frontline workforce and future human capital needs. It accurately calculates long-term workforce requirements, facilitates effective decision-making, and promotes participating agencies alignment and agility. Here are some key features:
- **Skills Gap Analysis:** Identify gaps between current employee skills and future business needs.
- **Workforce Modeling:** Simulate different workforce scenarios to make informed decisions about staffing levels and strategies.

Workforce Strategy Solutions

These strategic solutions go beyond just core HR, Payroll and Workforce Management functionalities and delve into creating a positive work environment while leveraging data for better decision-making. Here's how each element contributes:

- **Great Place to Work:**
 - **Hub:** This is a data-driven platform that analyzes your HR data and employee sentiment surveys (potentially including the annual Great Place to Work Trust Index survey). It provides insights, recommendations, and best practices to help you build a culture of trust, belonging, and high performance.
 - **Best Practices & Benchmarks:** leverages the vast amount of data from Great Place to Work to provide industry-specific benchmarks and best practices. This allows participating agencies to compare their agency's culture to similar agencies and identify areas for improvement.
- **HR and Payroll Resource Library:**
 - UKG customers have access to the HR and Payroll Resource Library, a searchable database containing legislative updates, easy to understand breakdowns of labor standards, and hundreds of benchmarks, checklists, forms, and sample policies. This database is updated daily and provides key compliance information to help minimize risk and reduce administrative task time around employment policy.
- **Employee Voice:**
 - Employee Voice is a survey and analysis tool that utilizes Natural Language Processing to streamline the collection and analysis of employee feedback. Surveys may be fully anonymous or confidential, giving employees peace of mind as they respond to surveys that touch every stage of the employee life cycle: 30-, 60-, or 90-day check-ins, engagement, pulse, onboarding and exit surveys, and more. Results may be processed in seconds, allowing participating agencies to be agile in collecting and responding to priority issues affecting their human capital. Here are some key features:
 - **Multilingual Support:** It can handle over 130 languages and provides automated translation of responses.
 - **Emotion Interpretation:** Using Natural Language Processing, Employee Voice interprets more than 15 emotions and identifies 70 themes and topics.
 - **Content and Templates:** In addition to in-house content, it includes 30 survey templates, a vast question library, and industry benchmarks developed by Mercer. These benchmarks cover various sectors, including High Tech, Manufacturing, Financial Services, Energy, Retail, Life Sciences, Health Care, Consulting & Professional Services, Government & Public Administration, Education & Research, Hospitality,

Telecommunications & Wireless & Broadband, Real Estate & Rental & Leasing, Consumer Products, and Transportation.

- **Analytics:**
 - Provides robust analytics tools to analyze and interpret your HR, Payroll and Workforce Management data. This can include data on employee engagement, performance, turnover, labor, and more. You can use these insights to identify trends, track progress toward goals, and make data-driven decisions.
- **Talk:**
 - This communication and collaboration tools facilitate open communication between employees and managers. This can help foster a sense of belonging and empower employees to share their ideas and concerns. Talk allows users to post announcements, take polls, promote events and track anticipated attendance, engage in group conversations, and allow one-on-one chats. Talk uses translation features to enable communication between users who may prefer different languages.
- **Bryte AI:**
 - Bryte AI is an artificial intelligence engine that uses machine learning to analyze data and provide personalized recommendations. Bryte is a generative AI-powered sidekick that makes the hard things easy, helps you and your people feel more connected, and shines a light on insights that transform the way you make decisions.
 - **AI Assisted Search:** Discover meaningful insights as Bryte AI delivers answers to workplace questions instantly.
 - **Employee Insights:** Keep frontline workers connected with insights into teams, schedules, and workplace happenings.
 - **Great Place to Work Leadership Recommendations:** Create actionable steps based on Great Place To Work resources, best practices, guides, articles, and more.
- **Employee Engagement:**
 - Employee Engagement encompasses a variety of tools and resources aimed at boosting employee Satisfaction and commitment. Some examples include:
 - **Recognition and Rewards Programs:** Acknowledging and rewarding employees for their contributions and achievements.
 - **Learning and Development Opportunities:** Providing training, skill-building, and growth opportunities.

- **Employee Wellness Programs:** Initiatives that promote physical, mental, and emotional well-being.
- **Goal Setting and Performance Management Tools:** Tools to set objectives, track progress, and evaluate performance.
- **Thought Leadership:**
 - Offers public sector industry experts and resources, as well as expertise to build a great place to work. This might include articles, webinars, or conferences focused on fostering employee engagement, diversity, and inclusion.

UKG Attachment 2 – UKG Public Sector Cobranded Collateral FY24



OMNIA Partners

Public Sector Government Purchasing Alliance

A better way to purchase technology

UKG is on a mission to inspire every organization to become a great place to work with technology built for all. Human capital management and workforce management solutions are an effective way to handle the entire employee lifecycle from recruitment to retirement. But, going out to bid for a technology solution can be a time-consuming process or the idea of an RFP may force you to forgo the project entirely.

With OMNIA Partners, there's no cost to participate, no cost to register, no commitments, and no minimum orders.

Does this contract satisfy my procurement process?

All agreements offered through OMNIA Partners have been awarded via a thorough request for proposal (RFP) competitive solicitation by a public agency/governmental entity. The lead agencies that currently solicit and award cooperative contracts are considered the most elite procurement teams in the nation.

Can I see copies of all the bidding documents?

All documents related to the solicitation process can be found online at <https://www.omniapartners.com/publicsector/suppliers/ukg>.

Is the pricing competitive?

The pricing available via OMNIA Partners is the best available pricing for participating public agencies.

Key Benefits

Gain access to solutions that meet the needs of organizations of all sizes

Choose a vendor with a proven track record in the public sector

Take advantage of competitive pricing through open solicitation

Eliminate the need for RFPs and accelerate the procurement process

Save taxpayer money — no fees to register



Accelerated
timeline



Proven track
record



Cost-saving
benefits



Lead Agency: Cobb County, GA
Contract Numbers: 18220, 18221

Summary Scoring
Sealed Proposal #24-6833
RFP - Human Resource Information Systems and Related Products and Services

Vendor 1: Dayforce

	Experience/ Performance	Product Options/Variety	Financial Stability	Response to Nat'l Program	Cost	Total
Evaluator 1	28	25	4	30	14	101
Evaluator 2	31	23	4	25	14	97
Evaluator 3	33	29	4	25	14	105
Evaluator 4	25	25	4	28	14	96
Evaluator 5	32	25	4	26	14	101
					Final Score	500

Vendor 2: DLT Solutions

	Experience/ Performance	Product Options/Variety	Financial Stability	Response to Nat'l Program	Cost	Total
Evaluator 1	5	3	4	20	13	45
Evaluator 2	26	25	4	26	13	94
Evaluator 3	30	27	4	25	13	99
Evaluator 4	10	10	4	15	13	52
Evaluator 5	5	10	4	20	13	52
					Final Score	342

Vendor 3: Inovium

	Experience/ Performance	Product Options/Variety	Financial Stability	Response to Nat'l Program	Cost	Total
Evaluator 1	28	21	4	10	12	75
Evaluator 2	20	27	4	20	12	83
Evaluator 3	29	30	4	25	12	100
Evaluator 4	14	25	4	20	12	75
Evaluator 5	15	15	4	25	12	71
					Final Score	404

Vendor 4: NeoGov

	Experience/ Performance	Product Options/Variety	Financial Stability	Response to Nat'l Program	Cost	Total
Evaluator 1	28	30	3	26	22	109
Evaluator 2	32	25	3	27	22	109
Evaluator 3	33	29	3	25	22	112
Evaluator 4	31	25	3	20	22	101
Evaluator 5	35	30	3	28	22	118
					Final Score	549

Vendor 5: UKG

	Experience/ Performance	Product Options/Variety	Financial Stability	Response to Nat'l Program	Cost	Total
Evaluator 1	33	28	3	30	25	119
Evaluator 2	32	28	3	29	25	117
Evaluator 3	33	29	3	25	25	115
Evaluator 4	30	30	3	30	25	118
Evaluator 5	35	30	3	28	25	121
					Final Score	590



Procurement Services

Roger Ball, Director

Districts All

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Roger Ball, Director
Stephen White, Agency Director

DATE: July 8, 2025

PURPOSE

To approve the award of a contract with UKG Kronos Systems LLC for human resource information systems and related products and services.

BACKGROUND

Cobb County Government participates in programs of the OMNIA Partners, Public Sector (OMNIA) cooperative purchasing program. OMNIA Partners, Public Sector is a purchasing organization that assists public agencies in reducing the cost of purchased goods and services through pooling the purchasing power of public agencies nationwide. With input from participating public agencies throughout the country, products and services are identified to be competitively solicited on behalf of OMNIA by a governmental entity serving as the “lead agency.” Cobb County offered to serve as the lead agency in developing a competitive solicitation for the specified equipment.

In compliance with Cobb County procurement policies, the Procurement Services Department publicly advertised and issued the national solicitation. The solicitation required detailed discount pricing for various solutions, and responses to questions to determine nationwide servicing and delivery capability.

Five proposals were received and evaluated by the evaluation committee. The following individuals served on the evaluation committee for this solicitation: Aleah Hawks, Human Resources Department; Joseph Bryant, Fire Department; Maureen Claffy, Finance Department; Jon Robinson, formerly of the Water System and Tara Crisp, formerly of the Information Technology Services Department.

The term of the contract is for four years with three one-year extension options. Prices are fixed for the first year. Subsequent price adjustments are subject to Cobb County’s response to requests based upon producer/consumer market indexes and/or documented manufacturer price adjustments. The contract has been reviewed by the County Attorney’s Office.

Approval of this contract does not represent any obligation on the part of Cobb County Government. Cobb County has a choice at any time to either bid for these solutions or to use this competitively bid contract. Cobb County will over the course of the contract earn a contract administrative fee based upon the contract’s utilization value.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve the award of a contract with UKG Kronos Systems LLC for human resource information systems and related products and services that will be available to Cobb County Government but also, on a national level, to all state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit under the auspices of the OMNIA Partners, Public Sector cooperative purchasing program, and authorize the Chairwoman and the Procurement Services Director to execute the necessary documents and any subsequent amendments such as renewals, price changes, etc.

ATTACHMENTS

1. UKG Lead Agency MSA Cobb County 2025 07 02 final
2. UKG Cobb County Rider 2025 07 01