CETS# 19853
RFP# 3516

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	**DEPARTMENT OF CORRECTIONS**
Address:	**5500 Snyder Avenue, Bldg. 7**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Michele Killian, Contracts Manager**
Phone:	**(775) 887-3333**
Fax:	**(775) 887-3343**
Email:	**mlkillian@doc.nv.gov**

Contractor Name:	**Kronos Incorporated**
Address:	**900 Chelmsford Street**
City, State, Zip Code:	**Lowell, MA 01851**
Contact:	**Murtz Kizilbash, Regional Sales Executive**
Phone:	**(408) 97-5374**
Fax:	-
Email:	**Murtz.kizilbash@kronos.com**

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.**

   A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

   B. "Contracting Agency" – means the State agency identified above.

   C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.

   D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.

   E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.

   F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10. Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Date August 14, 2018).

Effective from:	August 15, 2018	To:	June 30, 2021

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATED TERMS TO RFP 3516 and STATEMENT OF WORK FOR NEVADA DEPARTMENT OF CORRECTIONS
ATTACHMENT BB:	COST SCHEDULE
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	STATE SOLICITATION OR RFP 3516 and AMENDMENTS #1 AND #2
ATTACHMENT EE:	CONTRACTOR'S RESPONSE
ATTACHMENT FF:	NDOC SECURITY REGULATIONS ACKNOWLEDGEMENT
ATTACHMENT GG:	NDOC PREA CONTRACTOR AND VOLUNTEER QUESTIONNAIRE FORM
ATTACHMENT HH:	AGENCY PREA ZERO TOLERANCE POLICY
ATTACHMENT II:	CONTRACTOR BACKGROUND CHECK APPLICATION
ATTACHMENT JJ:	ORDER FORM and KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5. Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Invoices will be paid upon acceptable completion of services and submission of invoices. Project Implementation Cost Schedule totaling $151,158.50 will be paid per the following deliverables: Project Plan for $44,546.50, Install Software for $14,002.19, Solution Development Readiness Checkpoint for $46,891.05, User Acceptance Testing Completion and Sign-Off for $33,702.95, and Go Live Support and Project Closure for $12,015.81. The Software Perpetual License is $202,000.00, Platinum Support Service is $50,536.00 in Year 1, $50,536.00 in Year 2, and $50,536.00 in Year 3. Instructor Lead Training is $825.00 in Year 1. Knowledge Pass subscription is provided at no-cost for Year 1, $4,810 in Year 2 and $4,810 in Year 3. Interactive Voice Response (IVR) feature will be billed up to $20,000.00 for Year 1, $20,000.00 for Year 2 and $20,000.00 for Year 3 of the contract at a rate of $0.13/minute based on actual usage.

Total Contract Not to Exceed:	$575,211.50 for the three-year contract period.

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars ($100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. **INSPECTION & AUDIT.**

   A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

   B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

   C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

   A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

   B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any

reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars ($150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive, incidental or consequential damages, or for any lost profits or lost revenues. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Except for liability for indemnity and defense (Section 14 of this Contract and Section 13 of Kronos' Terms and Conditions), infringement of intellectual property (Section 13 of Kronos' Terms and Conditions), or data breach (Section 12.4 of Kronos' Terms and Conditions), and except for any damages or liability of any kind caused by Contractor's gross negligence or willful misconduct, or for any death, personal injury or damage to tangible personal property for which Contractor is legally liable, Contractor's liability in connection with this Contract shall be limited to proven direct damages, such damages not to exceed Two hundred percent (200%) of the total Contract "not to exceed" value.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION AND DEFENSE.**

A. General Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out any alleged grossly negligent or willful acts of Contractor, its officers, employees and agents.

B. Indemnity for Personal Injury and Property Damage. Notwithstanding Section 14A, in case of any claim for death, personal injury or damage to tangible property, to the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out any alleged negligent or willful acts of Contractor, its officers, employees and agents.

C. Other Indemnity Obligations. Notwithstanding Sections 14A and 14B, Contractor's obligations in the event of a claim for indemnity for infringement of intellectual property rights are set forth in Kronos' Workforce Central – Software as a Service Terms and Conditions Section 13. Contractor's Indemnity for data breach is governed by Kronos' Workforce Central – Software as a Service Terms and Conditions Section 12.4.

D. Terms and Conditions Applicable to Indemnity Obligations. Contractor's obligation to indemnify the State shall apply in all cases except to the extent that claims are caused by the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract. If the defense of such claim is materially prejudiced by a delay in providing such notice, Contractor shall be relieved from providing such indemnity to the extent of the delay's impact on the defense.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by

reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment CC*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment CC*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

1) Final acceptance by the State of the completion of this Contract; or
2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage.*

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements.*

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in additional to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. Contractor and it subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

    A. Any federal, state, county or local agency, legislature, commission, council or board;

    B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

    C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; and that all Applications, 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 of this Contract.

Customer's remedy for any breach of the foregoing warranty is that Contractor shall promptly make reasonable commercial efforts to correct the non-conforming Services at no additional charge. In the event that Contractor is unable to correct material deficiencies in the Services arising during the Warranty Period after using commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement and pursue its remedies at law. Contractor's obligations hereunder for breach of warranty are conditioned upon Customer notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

Remedies for interruption of service are set forth in the Service Level Agreement.

EXCEPT AS PROVIDED FOR IN THIS SECTION, CONTRACTOR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS CONTRACT, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

[Automated telephone notification services] will be supplied through [Aspect], a third party vendor that provides services compatible with Contractor's system. Contractor does not warrant [Aspect's] services, products or equipment, but Contractor will pass through to the State [Aspect's] customer warranty, and State shall look to [Aspect] for any warranty claims applicable to Aspect's services, products or equipment.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.

30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

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CETS# 19853
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31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

KRONOS INCORPORATED

July 9, 2018
John O'Brien — Date

Sr. VP, Global Sales
Independent Contractor's Title

NEVADA DEPARTMENT OF CORRECTIONS

7/10/18
John Borrowman — Date

Deputy Director, Support Services
Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: 8/14/2018
Date

Approved as to form by:

On: 9 July 18
Deputy Attorney General for Attorney General — Date

ATTACHMENT AA
NEGOTIATED ITEMS TO RFP 3516 and
STATEMENTS OF WORK FOR
NEVADA DEPARTMENT OF CORRECTIONS

ATTACHMENT AA

Negotiated Terms to RFP 3516

Section 3.2.8 The contractor will not provide hardware under this contract.

Section 3.3.2 The following is added to clarify the manner of the contractor's compliance with this section:

> Workforce TeleStaff utilizes Microsoft SQL Server as the database engine. Workforce TeleStaff is predominantly a database-read solution where logic is performed at the application level, which keeps database utilization as low as possible for increased application speed and performance. While the application is a proprietary solution, the database is not — a distinction that enables organizations to maintain their own databases and access data using standard SQL queries.
>
> Definition of "distributed database model": A distributed database is a database in which storage devices are not all attached to a common processor. It may be stored in multiple computers, located in the same physical location; or may be dispersed over a network of interconnected computers.

Section 3.5 Kronos cannot make any representation or warranties for Aspect (IVR solution); refer to Section 26 (General Warranty) of contract.

Sections 3.5.5, 3.5.7, and 3.5.8 The following is added to clarify that the NDOC's overall Security plan and evaluation/test procedures will be developed by the State.

Section 3.5.9 Agency will have the opportunity to configure the solution to best meet its legal obligations of preservation, discard and destruction.

Section 3.5.10 Service (excluding Aspect) can meet 'State Information Security Consolidated Policy 100, Section 4.7' with Revision date of March 30, 2017 and 'Software Development and Maintenance and State Standard 131, "Security for System Development' with effective date of 08/6/2012. Changes to these requirements would require good faith discussions and if parties cannot agree than Agency can cancel this contract.

Section 4.7.2.2 The following is added to clarify the manner of the contractor's compliance with this section: Kronos would be willing to come onsite by mutual agreement in addition to what is committed to in the vendor's Technical Proposal, with State to bear reasonable pre-approved travel costs. The vendor's travel costs will be reimbursed based on approved GSA rates.

Section 4.7.2.7 Change Management services for Nevada DOC's staff is in scope as defined in the Statement of Work.

Sections 6.1.2.3, 6.1.2.5, 6.1.3.3, 6.1.3.5, 6.1.4.3, 6.1.4.5 shall not apply if the State executes and submits an Order Form to purchase products; the following shall not apply to implementation

services delivered on a milestone basis, which shall be invoiced upon completion and sign off by the parties.

Section 7.1.1 The State and contractor agree to NET 30 terms upon the State's receipt of the contractor's invoice for approved work.

Section 7.2.2 shall be modified as follows: Except for maintenance fees, which are payable in advance, payment for services shall only be made after completed deliverables are received, reviewed and accepted in writing by the State.

Section 7.4 Kronos agrees to 10% holdback on implementation costs only.

Section 12.2.6 shall be replaced by Section 5 of the State contract.

Section 12.3.3 shall be limited to tangible property.

Section 12.3.10.1 shall be modified as follows: The contractor agrees that in addition to all other rights set forth in this section the State shall have a nonexclusive, royalty-free and irrevocable license to use and authorize employees to use all software, procedures, files and other documentation comprising the Workforce Scheduling Implementation at any time during the period of the contract and thereafter. In the event that the parties desire to engage in custom development work, they will negotiate a separate custom software agreement.

Section 12.3.10.3 shall include A through H; however, F shall require an additional fee for training programs. The contractor agrees to provide training for one year at no charge, with subsequent years at $4,810/year.

Sections 12.3.10.4 shall be modified as follows: All computer source and executable programs, including development utilities, and all documentation of the installed system enhancements and improvements shall be provided as non-exclusive, world-wide, perpetual licenses to the State and may not be copied or removed by the contractor or any employee of the contractor without the express written permission of the State.

Section 12.3.10.7 shall be modified as follows: The parties acknowledge that the Contractor software solution is a commercially available off the shelf or a COTS solution, the contractor shall be required to provide sufficient information regarding the objectives and specifications of any proprietary software to allow its functions to be duplicated by other commercial or public domain products, if the State purchases source code escrow and a release condition occurs. In the event that the parties desire to engage in custom development work, they will negotiate a separate custom software agreement.

Section 12.3.10.12 shall be modified as follows: Non-exclusive, world-wide, perpetual licenses to all portions of the system shall be transferred to the State including portions (e.g., documentation) as they are created, changed and/or modified. In the event that the parties desire to engage in

custom development work, they will negotiate a separate custom software agreement.

Section 12.3.10.13 shall be modified as follows: The parties acknowledge that the Contractor software solution is a commercially available off the shelf or a COTS solution. If the State purchases source code escrow and a release condition occurs, the contractor shall convey to the State, upon request and without limitation, copies of all interim work products, system documentation, operating instructions, procedures, data processing source code and executable programs that are part of the system, whether they are developed by the employees of the contractor or any subcontractor as part of this contract or transferred from another public domain system or contract. In the event that the parties desire to engage in custom development work, they will negotiate a separate custom software agreement.

Section 12.3.11.6 The following is added to clarify the manner of the contractor's compliance with this section: Release Conditions are to be defined as -

1. Failure of the contractor to carry out maintenance or support obligations imposed on it pursuant to the license agreement or other agreement between the contractor and State;

2. Failure of the contractor to continue to do business in the ordinary course; or

3. Existence of any one or more of the following circumstances, uncorrected for more than sixty (60 days): entry of an order for relief under Title 11 of the United States Code; the making by the contractor of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of contractor's business or property; or action by the contractor under any state insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation. The occurrence of the described events will not constitute a Release Condition if, within the specified sixty (60) day period, the contractor (including its assignee or its receiver or trustee in bankruptcy) provide to the State adequate assurances, reasonably acceptable to the State, of its continuing ability and willingness to fulfill all of its maintenance and support obligations.

Section 12.3.12.1 is subject to the limitations of the software license agreement between the parties governing the State's use of the Contractor's software license.

Section 12.3.12.3 is modified to read as follows: Contractor agrees to abide by all federal and State confidentiality requirements including providing at Contractor's expense without limitation all notices or other corrective or mitigating measures required by law in the event of a breach of data security caused by Contractor's failure to abide by its security obligations.

Section 12.3.13.1 and 12.3.13.2 are not applicable and will not apply to the software licenses purchased by the State under the software license agreement, which are off the shelf or a COTS solution. In the event that the parties desire to engage in custom development work, they will negotiate a separate custom software agreement.

ATTACHMENT AA

Please see below the list of areas that deviated from the RFP and RFP response. Please refer to the Kronos RFP submittal.

Attachment	Section #
R	19
R	46
R	54
R	55
R	41
Q	Bandwidth friendly – LCC is currently limited to approx. 20 meg/sec for the entire facility
Q	Use of force reviews not completed (Date, and when cleared)
Q	Use of force reviews not completed (Date, and when cleared)
Q	Allow facility administrators to track actual staffing expenses verses budgeted staffing expenses in real time.
Q	Import past leave history from NSIS
Q	When entering S/L, a warning of prior denied A/L
Q	Identify individuals who will be in a use-it or lose-it situation for Annual Leave
Q	Electronic DOC 1000's for sick/annual/FMLA
Q	By entering sick leave in the system, the system will automatically insert an alert of ineligibility for overtime that pops up when an employee's information page is brought up. No more asking, verifying, or having an argument over when or when not an employee is eligible for overtime due to sick leave use. The only exception would be for that employee that pre- plans the sick leave and can provide that information to Supervisors which is required already. The program would be set to make the "employee ineligible for overtime" alert to automatically cancel itself once they are eligible once again per the AR governing this.
Q	FMLA eligibility dates and parameters pop up for each employee.
Q	When entering overtime, a warning of prohibited by AR 326
Q	Popup should staff be on overtime when should not be, range failure, denied leave.
Q	Show when evaluations are due, completed by supervisor, served to officer?
Q	Work Performance Standards signed date.
Q	Equipment inventory capabilities.
Q	IR and OIC reports not completed (Similar to Use of Force report not completed – submitted by FMWCC)
Q	When entering overtime, in excess of two consecutive double shifts.
Q	Warning if staff are scheduled for more than 16 hours
Q	Staff Information (Name, address, phone, pictures, emergency contact, 1043/1048 information.
Q	Evaluation tracking
Q	Document Generation - Stop Order, Perf Card, LOI, LOR using department template
Q	Mandatory training tracking - map to position requirements, override capable
Q	Send automated e-mail reminders to staff (Training, A/L, timesheets due, upcoming physical, etc.)

3.2.8	NDOC's virtualization standard is currently XEN, Citrix XenServer. If appliance-based servers will be provided, they must be comparable with this virtualization standard.
3.3.2	The application shall be available regardless of WAN status (i.e. Internet down or up, it must work) as NDOC does not have redundant network connectivity at any location. The application should support the distributed database model to ensure independent site operation and synchronization of data between sites to ensure consistent scheduling.
3.5.1	System shall meet State security standards for transmission of personal information as outlined in NRS 205.4742 and NRS 603A.
3.5.2.3	Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
3.5.10.1	Separate development, test and production environments shall be established on State systems.
3.5.10.4	Access to compilers, editors and other system utilities shall be removed from production systems.

Professional Services exceptions to RFP:

Section #	Exception
1.4.2.3	Kronos' proposal includes 2 total environments; 1 Production and 1 Non-Production
4.3	Kronos will deliver a fully functional solution that meets the defined functional requirements using our methodology called Paragon.
4.4.1.1 B	Kronos' proposal includes 2 total environments; 1 Production and 1 Non-Production
5.4	Kronos has a rigorous selection process to assemble a team of experts best suited for the deployment, with the necessary experience and skills. Kronos will ensure mutual agreement and NDOC will have final approval.

Statement of Work for Nevada Department of Corrections

Workforce TeleStaff Implementation

Sales Executive	Murtz Kizilbash
Author	Howard Stohlman
Expiration Date	6/14/2018
Quote Number	2018-43620
Revision #	7
Opportunity ID	Opp-122758
Status	Approved
Customer SID	

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Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful implementation, the customer will provide the required internal project resources.

Project Objectives

The Nevada Department of Corrections (NDOC) issued a Request for Proposal (RFP) RFP:3516 for a Workforce Scheduling Solution. This SOW describes the implementation services for Workforce TeleStaff that align with Kronos' response to the RFP.

Kronos implementation services are not in full alignment with the State's suggested Blueprint process. Kronos is recommending that the State follow best practices and follow our standard implementation methodology. While Kronos fully appreciates the State's objective with the Blueprint, using the tasks described in the Blueprint as a template, will add risk and cost to the implementation. Therefore, this SOW relies upon Kronos's best practice Paragon implementation methodology. The requirement for a Requirements Traceability Matrix described in the RFP will be satisfied by use of the online workspace provided by Kronos prior to the Authorization to Proceed to Solution Development Signoff.

Summary:
NDOC operates 17 facilities, prisons, camps, and transitional housing throughout the state. Their current scheduling system was developed in house and is not supportable into the future. The NDOC has evaluated the Kronos Workforce TeleStaff solution and determined that it would meet their future business requirements and exceed the capability of the existing system.

Each of the NDOC facilities has Correctional Officers, Case Workers, Medical staff, Maintenance staff, and Administrative staff assigned to them. NDOC also staffs a Control Office to handle radio traffic. The Correctional Officers, Control Office, and Medical employee groups have more complex rules/requirements for scheduling.

As requested in the RFP, only the Correctional Officers are included in this implementation.

To help ensure a successful implementation, Kronos has included training for NDOC. Kronos will assist by providing remotely delivered Train the Trainer training for the project's core team members and by providing 4 days of onsite training for staffers and system administrators. The training will be conducted in two, two-day sessions and occur once in Carson City and once in Las Vegas.

Additionally, Kronos has included 2 days of onsite testing support to assist the Nevada DOC team during the testing phase.

Other than the onsite services described above, the implementation will be remotely delivered.

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Proposed Solution

Module	Project Type
Workforce TeleStaff Enterprise	New
Workforce Telestaff Global Access	New
Workforce Telestaff Gateway Manager	New
Workforce Telestaff Institution Focus	New
Workforce Telestaff Contact Manager	New
Workforce TeleStaff Bidding	New

Project duration is expected to be 48 weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources.

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KnowledgePass

KnowledgePass™ is a subscription to an online educational portal. It provides enterprise access to tutorials, task simulations, job aids, sandboxes, webinars, and additional educational documents to help your team succeed.

Self Paced Training

Project Team Fundamentals Core Team training will help your key functional and technical users to make informed solution design, configuration decisions and provide core product knowledge.

Module	Description
Workforce TeleStaff	Self paced training for 3

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Project Approach

Kronos implementations use an iterative approach - driven by value and realized through collaboration. This approach, focused on accelerated time to value, is bolstered by tools and techniques, such as set-up specific to industry and region, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The implementation will be completed in three iterative phases: Initiate, Collaborate, and Adopt.

Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the progress of the implementation.

Initiate

This first phase of the project lays the foundation for the project.

During this phase, the Kronos team will work together with the customer team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will gather information and establish baseline configuration according to recommendations by industry and refine to meet customer-specific policy and practice requirements. The Kronos Project Manager will also introduce the concepts of change management, testing, and end user education.

Once these items are complete, the Collaborate phase will begin.

Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the customers' organization. Kronos will recommend practices and configuration based on industry and geography and fine tune those recommendations iteratively, to meet customer-specific needs and desired outcomes. This approach helps to define and refine the final solution. During this phase, the Kronos team will share the solution in action, which better allows informed decisions about the processes to be instituted. In turn, there is a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, both teams will focus heavily on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. Kronos will provide baseline standard test scripts while the customer-side team creates test scripts specific to the relevant use cases, integrations, and processes. The customer team will execute these scripts and record the result, reporting successes and issues. To maximize visibility into acceptance testing progress, the project teams will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

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Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 3 deployment group(s). A deployment group is a group of employees who are trained and moved into production at the same time. After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.

Project Team Responsibilities

Customer team participation is key to the success of the project. Early on, it is important to select a well-suited project team. Selecting the right project team and ensuring availability to work with various project team members and end users will ensure project success.

In the instance an organization is comprised of multiple businesses and/or locations, it will be important to select team members who are knowledgeable of the policies and practices utilized within each of those groups.

The information below will help with planning the team's responsibilities and time commitments.

Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of customer tasks and deliverables		•		
Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Identifies and supplies interface/integration information		•	•	•
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•

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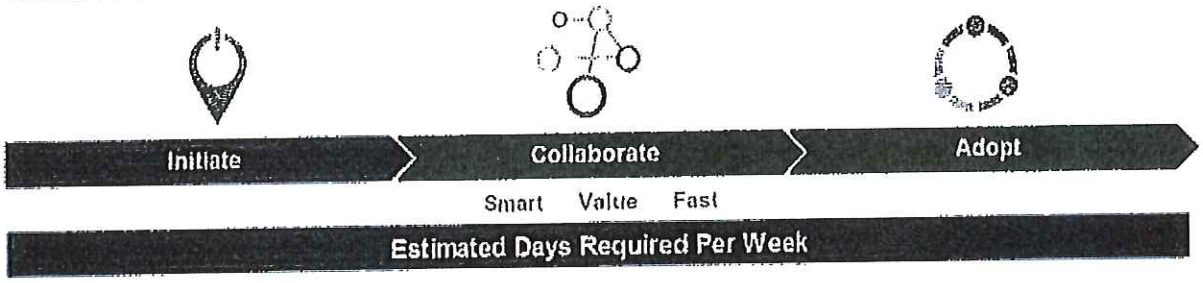
Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Attends important meetings including milestone meetings and phase reviews	•	•	•	•
Endorses the Kronos system to other managers/departments	•	•	•	•

Project Team Availability

The chart below outlines the commitment for each of the customer team resources in the project. Keep in mind that more than one Subject Matter Expert may be needed, or there may be one Expert with experience in multiple areas. Customer resource requirements may need to be scaled based on the size and complexity of the project.

There may also be occasion throughout the project to engage Subject Matter Experts from select businesses/locations as determined by the customer, as a supplement to the project team.



Estimated Days Required Per Week			
Executive Sponsor	>1 day	>.5 day	.5 day
Project Manager	3+ days	3+ days	3+ days
Subject Matter Expert1	1.5 - 2 days	3+ days	3+ days
Subject Matter Expert2	1.5 - 2 days	3+ days	3+ days
Technical Expert	> .5 day	> .5 day	1 day

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Solution Assumptions

Workforce TeleStaff Enterprise

- 2 Workforce TeleStaff environment(s) included in this deployment
- Solution development readiness
- Solution development workshop
- 2 scheduling groups without fill rules
- 1 scheduling groups with fill rules
- 17 sites/locations
- 2 additional days of user acceptance testing support
- 4 additional days for training
- 2 standard feeds
  - Crown Pointe - feed certifications into Workforce TeleStafff
  - NEATS -- feed Accruals into Workforce TeleStaff
- Customer will implement hosted IVR
- 2 distinct Bid configurations
- Customer is implementing on-premise
- This statement of work includes services necessary to meet the requirements the Customer has provided in Attachments Q and R in the contract.

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Services Investment Summary

This SOW represents a fixed fee engagement. Travel expenses are included.

Service Type	
Professional Services	$151,158.50
Educational Services	$825.00
	$151,983.50

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APPENDIX

EXHIBIT A
Sample Project Team Tasks

Workforce TeleStaff - Nevada Department of Corrections	Kronos Project Team	Nevada DOC Project Team
Initiate Phase		
Project Initiation		
KTM preparation	Project Manager, Solution Consultant	
Knowledge Transfer Meeting (KTM)	Project Manager, PreSales, Services Architect, Solution Consultant, Account Executive	
Solution Overview meeting	Solution Consultant, Project Manager, Technology Consultant	
Executive sponsor introduction	Project Manager	Sponsor
Project Planning		
Produce initial project plan	Project Manager	
Project plan review session	Project Manager	Sponsor, Project Lead
Publish project plan	Project Manager	
Review Online Workspace	Project Manager	Project Lead
Project Kickoff		
Project Team Education Overview (PTF, KPass)	Project Manager	Project Lead
Prepare Kickoff presentation	Project Manager	
Kickoff meeting	Project Manager	Project Lead, Scheduling SME, Sponsor, IT, Payroll SME, Training Lead, Testing Lead
Testing Strategy meeting	Project Manager	Project Lead, Testing Lead
Education Strategy Planning		

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Education Strategy meeting	Project Manager	Project Lead, Training Lead
Develop education roll out plan (end users, staffers, admin)		Training Lead
Review Kpass End User Training Kit		Training Lead
Customer Preparation		
Product training - KnowledgePass		Project Lead, Scheduling SME, Payroll SME, Training Lead, Testing Lead
Complete Project Team Fundamentals		Project Lead, Scheduling SME, Sponsor, IT, Payroll SME
Online Workspace: Populate Solution Survey		Project Lead, SME, Sponsor, IT , Payroll SME
Online Workspace: Populate Process Section		Project Lead, SME, Sponsor, IT , Payroll SME
Review Solution Development Readiness Checklist	Project Manager, Solution Consultant	Project Lead, Scheduling SME
Supplemental PTF Instruction		
Additional Instruction - PTF Personnel Session 1	Solution Consultant	Project Lead, Scheduling SME
Complete PTF Worksheets		Project Lead, Scheduling SME
Additional review - PTF Personnel Session 2	Solution Consultant	Project Lead, Scheduling SME
Finalize PTF Worksheets and return		Project Lead, Scheduling SME
Staffing Diagram Instruction	Solution Consultant	Scheduling SME
Complete Staffing Diagram		Scheduling SME
Solution Development Readiness Checklist deliverables complete		Project Lead
Solution Development Readiness	Solution Consultant	Project Lead, Scheduling SME
Solution Development Readiness - Breakout sessions	Solution Consultant	Project Lead, Scheduling SME
Solution Development Readiness (File Transfer Overview)	Solution Consultant	Project Lead
Workforce TeleStaff Installation	Technology Consultant	
Complete installation report	Technology Consultant	

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Checkpoint: Authorization to Proceed to Solution Development	Project Manager	Project Lead, Sponsor
Collaborate Phase		
Database Creation and Configuration		
Complete database build and configuration	Solution Consultant	
Deliver TeleStaff database	Solution Consultant	
Solution Development Workshop preparation	Solution Consultant	
Prepare Test Case Worksheet (with initial test cases)	Solution Consultant	
Solution Development Workshops		
Solution Development Workshop(s)	Solution Consultant	Project Lead, Scheduling SME
Complete database changes, if applicable	Solution Consultant	
File Transfers		
Standard File Export (if applicable)	Solution Consultant	Project Lead, Scheduling SME
Standard File Import (if applicable)	Solution Consultant	Project Lead, Scheduling SME
WFTS Solution Walkthrough	Solution Consultant	Project Lead, Scheduling SME
Solution Testing Preparation		
Prepare Testing Readiness presentation	Project Manager	
Testing Readiness	Project Manager	Project Lead, Testing Lead
Customer Testing Preparation		
Create test cases/scenarios		Project Lead, Scheduling SME, Testing Lead
Identify testers and availability		Testing Lead
Assign testers to KPass Learning Path		Testing Lead
Test Team Education - Complete KPass Learning Path		Project Lead, Testing Lead, Testing Team
Deliver finalized test cases		Project Lead, Testing Lead
OpenProject - import test cases	Solution Consultant	
OpenProject - Walkthrough	Solution Consultant	Project Lead, Testing Lead
Checkpoint: Authorization to Proceed to User Acceptance Testing	Project Manager	Project Lead
Guided Solution Testing		
Train-the-Tester	Solution Consultant	Project Lead, Testing Lead, Testing Team

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Unit Testing session 1	Solution Consultant	Project Lead, Testing Lead, Testing Team
Unit Testing session 2	Solution Consultant	Project Lead, Testing Lead, Testing Team
User Acceptance Testing session 1	Solution Consultant	Project Lead, Testing Lead, Testing Team
User Acceptance Testing session 2	Solution Consultant	Project Lead, Testing Lead, Testing Team
Payroll Export		Scheduling SME, IT
Other files		Scheduling SME, IT
Determine training dates, start/end times, locations		Training Lead, Training Team
Prepare KPass End User Training Kit		Training Lead, Training Team
Create training materials		Training Lead, Training Team
Create scenarios in training database		Project Lead, Scheduling SME
Train-the-Trainer preparation	Solution Consultant	
Prepare for Go-Live Checklist meeting	Project Manager, Solution Consultant	
Go-Live Preparation meeting	Solution Consultant, Project Manager	Project Lead
Launch Approval signoff	Project Manager, Technology Consultant	
Checkpoint: Authorization to Proceed to Adopt	Project Manager	Project Lead
Adopt Phase		
Deploy Payroll Export		Project Lead, IT
Deployment Go Live		
Train-the-trainer	Solution Consultant	Project Lead, Training Lead
Staffer/administrator education		Training Lead, Training Team
End User education		Training Lead, Training Team
Go Live Support		Project Lead, Scheduling SME

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Go live support review session	Solution Consultant	Project Lead, Scheduling SME
Checkpoint - Readiness to Proceed to Support	Project Manager	Project Lead
Project Close	Project Manager	Project Lead, Sponsor

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EXHIBIT B
Sample Project Schedule

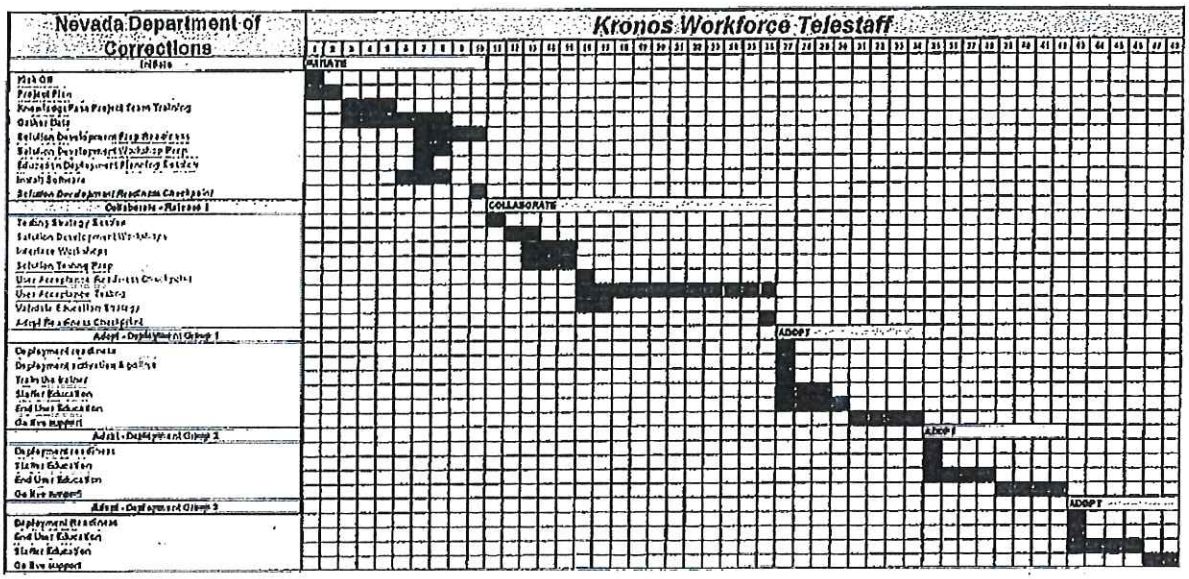

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EXHIBIT C

Professional Services Milestone Schedule

Professional Services Milestones are fixed and invoiced on a milestone basis.
Services will be invoiced, following mandatory customer sign-off, based upon the following schedule:

Service Deliverable Acceptance Process

At specified milestones throughout the project, we will deliver completed project service deliverables for review and approval. Service deliverables shall be accepted or rejected within five (5) consecutive business days from the time of submittal for acceptance. Service deliverables shall be deemed accepted in the absence of review or response of acceptance within this specified time. The use or partial use of any service deliverable other than for testing purposes constitutes acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope and shall follow the Change Management Process outlined in this SOW.
The Service Deliverable Acceptance Process is described below.

Submission of Service deliverables

- The Kronos Project Manager, or his designee, will prepare a Service Deliverable Acceptance Form and forward with the respective service deliverable to the Customer Project Manager, or Customer designee, for consideration.

Acceptance / Rejection

- After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the Kronos team. If feedback from multiple Customer representatives is received, then the Customer Project Manager, or Customer designee, will consolidate that feedback before delivering it to the Kronos team.

Correction of Service Deliverables

- Kronos will correct in-scope problems found with the service deliverable and will address the correction of out-of-scope changes according to the Change Management Process. Kronos will submit a schedule for making changes to the service deliverable within five (5) business days of receiving a rejected Service Deliverable Acceptance Form. Once Kronos corrects all previously identified in-scope problems, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it as described above.

Monitoring and Reporting

- The Kronos project team will track service deliverable acceptance. Updates on service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee or as otherwise agreed to during the project initiation phase.

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Professional Services – Milestone Table

Task	Milestones and Deliverables	Amount Due
Project Plan	Based on discovery to date, an initial project plan, including a, schedule, change management, communications, change control, resource and risk plans	$44,546.50
Install Software	Kronos Installs Workforce TeleStaff software that will be configured per Nevada DOC's requirements and provides Nevada DOC access to it.	$14,002.19
Solution Development Readiness Checkpoint	Project team agrees that the deliverables associated with the initiate phase are complete.	$46,891.05
User Acceptance Readiness Checkpoint	Authorization to Proceed to User Acceptance Testing	$33,702.95
Go live support	Kronos Project Team available to support go-live issues - deemed complete after 2 payroll cycles	$12,015.81

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ATTACHMENT BB
COST SCHEDULE

ATTACHMENT BB

Kronos Workforce Scheduling Application Costs

Item	FY19	FY20	FY21
Integration Implementation (Professional Technical Services)	$151,158.50		
Workforce Telestaff perpetual license *	$202,000.00		
Platinum Support Service	$50,536.00	$50,536.00	$50,536.00
Instructor Lead Training	$825.00	$0.00	$0.00
Knowledge Pass subscription	$0.00	$4,810.00	$4,810.00
Annual Cost (sub-total)	$404,519.50	$55,346.00	$55,346.00
Interactive Voice Response (IVR) Feature **	$20,000.00	$20,000.00	$20,000.00
Total Annual Cost	$424,519.50	$75,346.00	$75,346.00
		Maximum Contract Total:	$575,211.50

* One-time license fee for contract term to be paid within 30 days from the date of Board of Examiner's approval.
** IVR to be charged at a rate of $0.13/minute in US and Canada; NDOC to be invoiced in arrears upon actual usage ONLY (rounded to the closest minute).

Project Implementation Cost Schedule

Milestone Task/Deliverable	Payment Amount
Project Plan	$44,546.50
Install Software	$14,002.19
Solution Development Readiness Checkpoint	$46,891.05
User Acceptance Testing Completion and Sign-Off	$33,702.95
Go Live Support and Project Closure	$12,015.81
Implementation Cost:	$151,158.50

Note: The vendor must send NDOC an invoice for payment processing with Net 30 days upon receipt.

ATTACHMENT CC
INSURANCE SCHEDULE

INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability - can be waived if contract does not involves use of motor vehicle.**

   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	

Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Technology E&O/Professional Liability**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. **Network Security (Cyber) and Privacy Liability:**

For Contracts under $5 Million

Per Occurrence	$1,000,000
Annual Aggregate	$2,000,000

For Contracts greater than $5 Million

Contact Risk Management Division

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

a. The retroactive coverage date shall be no later than the effective date of this contract.

b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6. **Fidelity Bond or Crime Insurance** **(contracts involving financial accounts or data)**

Bond or Policy Limit (contact Risk Management) _____

a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.

c. The bond or policy shall include coverage for extended theft and mysterious disappearance.

d. The bond or policy shall not contain a condition requiring an arrest and conviction.

e. Policies shall be endorsed to provide coverage for computer crime/fraud.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Department Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

KRONOS

Vendor Signer, Position John O'Brien Date July 9, 2018

NEVADA DEPARTMENT OF CORRECTIONS

7/10/18

John Borrowman, Deputy Director Support Services Date

ATTACHMENT FF
NDOC SECURITY REGULATIONS ACKNOWLEDGEMENT

Attachment FF

Nevada Department of Corrections (NDOC)

Security Regulations Acknowledgement

KRONOS INCORPORATED
Printed Name of the Employing Company

John O'Brien, Sr. VP, Global Sales
Printed Employee Name

All outside contractors/subcontractors should understand that they are coming into a correctional facility (or institution) to work. As such, safety and security are our primary responsibility. It is the responsibility of each contractor/subcontractor to adhere to the facility's security regulations. These regulations are not all inclusive. Good judgment and communication should be used at all times. Violations of these regulations may result in immediate removal from the premises or possible prosecution under applicable State laws NRS 209.417, 212.100, 212.140, 212.150, 212.160, 212.165, 212.170 & 212.187.

Please read and initial every item and sign at bottom to indicate you understand and will follow these regulations. This form is required before a background check will be processed.

General Rules

JO 1. Background checks will be completed prior to access to any NDOC facility property. Access will not be granted until a background check is passed. Applicants are approved under the company name on the application only.
A. Background checks will be renewed each year to ensure both the NDOC and contractor have the most up-to-date information. Contractors will disclose on the background application if they know an incarcerated individual.
B. Ex-felons will not be allowed entry to prison grounds without the express written approval of the Director of the Department of Corrections or the Warden of the institution.

JO 2. Any contractor who finds he/she knows an inmate incarcerated at the institution he/she is working at must report it immediately to the facility and Northern Administration (where the background checks are done) so it can be documented.
A. Access to the institution, if an inmate is known, will be Approved/Denied by the Warden.

JO 3. Contractors will not communicate (talk) or fraternize with inmates unless required.

JO 4. Items that are prohibited (forbidden/illegal) from a State Correctional property which includes inside AND outside of the fence include, but are not limited to:
A. All Tobacco Products;
B. All Narcotics, Drugs, Alcohol, Firearms, Explosives or other Weapons;
C. Cameras are not allowed without prior written permission from the Warden of the institution;
D. Metal or Glass Objects (e.g., Eating Utensils, Bottles, etc.); and
E. Do not bring valuables onto institutional property. These items must be locked in your vehicle outside.

JO 5. Telecommunications devices including, but not limited to Cell Phones and Laptop Computers will only be allowed upon prior written approval from the NDOC Director. Approvals from the Warden or Associate Warden(s) are on a per visit basis only.
A. NDOC forms DOC 003 and DOC 006 must be filled out, signed, and approved prior to bringing any telecommunications or computer items in to any correctional facility.

JO 6. Non-essential keys should not be brought into the institution (e.g., multiple key rings.)

(NDOC Security Regulations Continued)

7. Any unauthorized items will be secured in the contractor vehicle at all times.

Vehicles

1. All contractor vehicles entering and leaving the institution are subject to search.

2. Vehicles may be searched while on the facility's grounds as well.

3. All contractor vehicles will be parked in employee parking lot (in front of the gatehouse)

4. All vehicles will remain locked when unattended.

5. Keys will remain with owner/operator of the vehicle.

6. If the facility allows you to use your vehicle to transport tools or materials, your vehicle will be searched before and after delivery and immediately returned to the employee parking lot after such delivery.

7. Do not exceed posted speed limits around perimeter or on facility property.

8. Vehicle traffic must be kept to a minimum. Please carpool whenever possible.

Access To and From Facility Property

1. **ALL Blue clothing is strictly prohibited (e.g., Blue Jeans, Blue Shirts, Blue Shorts). Orange Jumpsuits are also prohibited.**

2. All contractors will:
   A. Sign in and out at the Gatehouse
   B. Show and surrender his/her picture identification (Driver's License or ID Card) to the Gatehouse Officer. This item will be returned upon departure.
   C. Submit personal items for inspection (e.g., Tool Bags, Lunch Boxes, etc.). A written inventory of tools is required.
3. Contractors will be under escort at all times.

Tool Control

1. Contractors/Subcontractors are responsible for all tools, equipment and materials brought onto facility property.

2. All loose tools and equipment MUST be secured within a locked vehicle or assigned storage area.
   A. All hand tools MUST be stored outside the security area overnight.

3. Construction materials and equipment may be stored at the facility site in a designated secure area only.
   A. The NDOC Facility Supervisor will advise contractors/subcontractors of the designated area(s).
   B. Construction huts/Buildings outside the perimeter MUST be a minimum of 100 feet away from fence.
   C. Equipment on the inside of the perimeter fence MUST be a minimum of 50 feet away from fence.
   D. Placement of "Job Boxes" will be determined by the NDOC Facility Supervisor.

4. All Power Tools will be inventoried in and out each day.

(NDOC Security Regulations Continued)

13. Contractors/Subcontractors are responsible for ensuring all storage areas are secured prior to departing from the facility.

6. Items that are lost or turn up missing will be reported immediately to the Associate Warden(s) of Operations (AWO) or shift command.

7. Contractors should maintain a clean and orderly workplace at all times and remove all refuse daily.

8. Work schedules will be established and NDOC (Warden at institution or Camp Lt.) must be notified 48 hours in advance of any change.

In signing this form, I have read and understand the security rules and regulations that have been brought to my attention. I understand that should I break any of these rules I may be escorted off prison property, banned from prison property or prosecuted under NRS 209.417, 212.100, 212.140, 212.150, 212.160, 212.165, 212.170, & NRS 212.187.

Vendor (Employee) Signature **Date**	John O'Brien **Printed Vendor (Employee) Name**
978-250-9800 **Company Phone Number**	978-367-5900 **Company Fax Number**

This form must be accompanied by Contractor Background Clearance Application (DOC 560) and PREA Contractor and Volunteer Questionnaire Form (DOC 052) and mailed to:
NDOC Northern Administration
Contractor/Vendors
P.O. Box 7011
Carson City, NV 89702

ATTACHMENT GG
NDOC PREA CONTRACTOR AND VOLUNTEER QUESTIONNAIRE FORM

State of Nevada
Department of Corrections

PREA Contractor and Volunteer Questionnaire Form

The Nevada Department of Corrections, in compliance with the Department of Justice, National Standards to Prevent, Detect, and Respond to Prison Rape 42 U.S.C. § 15601, *et seq.* and 28 C.F.R., §115.17 (a) requires all contractors and volunteers who may have contact with inmates to complete this questionnaire.

Providing false or misleading statements, including material omissions regarding such misconduct shall be grounds for termination from entry into all NDOC institutions and volunteer/contractor status will be rescinded.

1. Have you engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, or have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse, or have you been civilly or administratively adjudicated to have engaged in the activity described in any part of this question?

   YES ☐ NO ☒

2. Have you been adjudicated as having engaged in any type of inmate Sexual Harassment, which includes as a staff member, volunteer, contractor, or as any type of service provider coming in contact with an inmate in the facilities mentioned in question 1? Sexual Harassment includes but is not limited to:

   - Repeated verbal comments of a sexual nature to an inmate; or
   - Demeaning references to gender; or
   - Derogatory comments about body or clothing; or
   - Repeated profane or obscene language or gestures

   YES ☐ NO ☒

Signature

July 9, 2018
Date

John O'Brien
Print Name

ATTACHMENT HH
AGENCY PREA ZERO TOLERANCE POLICY

Attachment HH

State of Nevada
Department of Corrections

Agency PREA Zero Tolerance Policy

The Nevada Department of Corrections, in compliance with the Department of Justice, National Standards to Prevent, Detect, and Respond to Prison Rape 42 U.S.C. § 15601, *et seq.* and 28 C.F.R., §115.32 requires volunteers and contractors be advised of the agency Zero Tolerance Policy and how to report violations of this policy.

The Department of Corrections has a Zero Tolerance policy for any form of sexual misconduct to include staff/contractor/or volunteer on inmate or inmate on inmate sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any staff member/contractor/volunteer who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between inmates shall be subject to disciplinary action and may be subject to criminal prosecution. The Department shall take a proactive approach regarding the prevention, detection, response and punishment of any type of sexual contact.

You are required to report if you hear of, observe, or receive a report of any of the above actions by staff towards inmates or inmates towards another inmate. You can report to any NDOC employee and/or by the options listed below.

NDOC PREA Hotline: 775-887-3152
Email: prea@doc.nv.gov
Mail: NDOC, Office of the Inspector General, P.O. Box 7011, Carson City, NV 89702
www.doc.nv.gov: Inspector General, PREA management division, PREA incident report form

I acknowledge I have read and understand NDOC has a "Zero Tolerance" policy, I was given an opportunity to ask questions and that I am required to report. I also understand failure to abide by the Zero Tolerance policy could result in removal as a NDOC volunteer/contractor.

Signature: _____ Date: July 9, 2018

Print Name: John O'Brien

ATTACHMENT II
CONTRACTOR BACKGROUND CHECK APPLICATION

Mail Applications To:
NDOC Contracts
P.O. Box 7011
Carson City, NV 89702

Nevada Department of Corrections

Attn: Contracts

Contractor Background Check Application

Please PRINT all information

Phone (775) 887-3252
Or (775) 887-3345
Fax (775) 887-3225

1. NAMES/ADDRESSES/PROJECT

Applicant Name_____
Last First MI

Please complete this questionnaire in its **ENTIRETY** and mail it back to the address listed above. **BE ADVISED: ANY omission or false statement is SUFFICENT REASON FOR DENIAL.**

List any other names (alias) you are known by. Include your maiden name and any nicknames, if applicable)
(Failure to include all names will result in denial)

_____ _____

Current Physical Address_____
Full Street City State Zip

Current Mailing Address_____
Full Street City State Zip

Previous Address_____
Full Street City State Zip

Home Phone Number (_____)_____

List any other states you have lived in:_____

Occupation or Business_____Employer_____

Business Phone (_____)_____Contact Name: _____

Have you worked/volunteered in a correctional setting? ☐ Yes ☐ No If Yes, When/Where?_____

Will your project/duties involve direct inmate contact? ☐ Yes ☐ No If Yes, in what capacity? _____

Indicate which institutions you will work at: _____

2. IDENTIFIERS

Drivers License and or ID number _____State_____

Date of Birth_____ Place of Birth_____ Age_____

SSN_____ Gender: Male ☐ Female ☐

Race_____ Marital Status: Married ☐ Single ☐

Height_____ Weight _____ Hair Color_____ Eye Color_____

Scars Marks or Tattoos_____

_____

For NDOC Use Only

Application Review

Approved ☐ Denied ☐

_____
Signature of Authorized Personnel Date

Please complete the 2nd page

3. Criminal History: **ALL arrests must be listed, whether there was a conviction or not**. You must also list arrests in other states and countries. Do not exclude anything; any omission of an arrest is grounds for an automatic denial.

Have you ***EVER*** been arrested? Yes ☐ or No ☐

Have you ***EVER*** been convicted of a Felony? Yes ☐ or No ☐

If yes, complete the following, attach additional sheets if necessary.

Charge_____ Disposition_____ Date of Arrest_____ City/State_____

Charge_____ Disposition_____ Date of Arrest_____ City/State_____

Charge_____ Disposition_____ Date of Arrest_____ City/State_____

Charge_____ Disposition_____ Date of Arrest_____ City/State_____

Charge_____ Disposition_____ Date of Arrest_____ City/State_____

Are you currently on Probation? Yes ☐ or No ☐ If yes, in what state?_____

4. Do you or have you ever visited or corresponded with an inmate incarcerated in a Nevada Department of Corrections Facility? Yes ☐ or No ☐

If yes, complete the following section and attach additional sheets if necessary.

Name and Back Number	Relationship	Indicate whether you visit or write this inmate

5. Authorization

Chapter 179A of the Nevada Revised Statutes permits an Agency of the Criminal Justice to obtain records of criminal history regarding a prospective employee. Consent is not required in order to obtain information reflecting only convictions. Consent is required in order to obtain a complete record of criminal history.

The applicant's signature on this consent form will permit the Department of Corrections to obtain complete information regarding arrests, detention, indictments, information or other formal criminal charges and disposition of charges, including dismissals, acquittals, convictions, sentences, correctional supervision and release.

This information will be used only for purposes of determining employability. Chapter 179A of NRS prohibits an employer from dissemination of this information.

Applicants Signature_____ **Date** July 9, 2018

_____ _____

Agency Authorization for Records Check Date

ATTACHMENT JJ
ORDER FORM AND KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

KRONOS

ORDER FORM

Quote#: 606555 - 1
Expires: 30-JUN-2018
Sales Executive: Kizilbash, Murtz H

Order Type: Standard US
Date: 31-MAY-2018
Page: 1/2

Bill To: Attn:VENUS FAJOTA
NEVADA DEPARTMENT OF CORRECTIONS
PO BOX 7011
CARSON CITY
NV 89702
United States

Solution ID: 6154390

Ship To: Attn:VENUS FAJOTA
NEVADA DEPARTMENT OF CORRECTIONS
5500 SNYDER AVE BLDG 17
CARSON CITY
NV 89702
United States

Contact: VENUS FAJOTA
Email: VFAJOTA@doc.nv.gov
Ship To Phone: 1 775 887-3285

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

Kronos will invoice Customer each month in arrears for Workforce Telestaff IVR service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of $0.13 per minute.

The one year Knowledge Pass subscription listed herein is being sold to customer free of charge as a one time concession. Upon renewal, customer will be charged $4,810.

For the services set forth in the Statement of Work (or "SOW") and this Order Form, Kronos agrees to complete the services, as described in the SOW for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, Customer delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into the SOW. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SOW and the fixed fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced for the entire fixed fee amount as set forth in the SOW (and any Change Orders, if applicable) upon completion of the services, Kronos will invoice Customer for any remaining fees up to the fixed fee amount and Customer shall pay such fees upon the payment terms agreed upon by the parties. A 20.0% professional services risk premium for the fixed fee scope has been added for unforeseen complexities required to complete the scope as defined in the SOW. All services shall be invoiced in accordance with the terms of the Agreement unless otherwise specified in the SOW.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF ENTERPRISE V6	1900	
WORKFORCE TELESTAFF GLOBAL ACCESS V6	1900	
WORKFORCE TELESTAFF GATEWAY MANAGER V6	1	
WORKFORCE TELESTAFF INSTITUTION FOCUS V6	1900	
WORKFORCE TELESTAFF CONTACT MANAGER V6	1900	
WORKFORCE TELESTAFF BIDDING V6	1900	
WORKFORCE TELESTAFF IVR SERVICE	1	
	Total Price	202,000.00

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	50,536.00
	Total Price	50,536.00

*Support values listed above are total for all applicable products in each section of this order form

KRONOS

Quote#: 606555 - 1

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
BILL-AS-YOU-GO INSTRUCTOR LEAD TRAINING	825 Points	1.00	825.00
KNOWLEDGE PASS	1 Each	0.00	0.00
ED SERVICES SUBSCRIPTION	1 Contract	0.00	0.00
FIXED FEE SERVICES	1 Each	151,158.50	151,158.50
Grouped	1 Each	151,158.50	
		Total Price	151,983.50

QUOTE SUMMARY

Description	Total Price
Subtotal	404,519.50
Deposit	0.00
Tax	0.00
Grand Total	404,519.50

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. 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.Shipping and handling charges will be reflected on the final invoice.

Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851
Phone: (978)250-9800

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT Rev KR-022811.1

Customer and Kronos agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Lowell, Massachusetts. 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.

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") Kronos 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. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

2. GENERAL LICENSE TERMS
Kronos 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 Kronos' 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. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos 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 Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos 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 Agreement.

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 Kronos.

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 Agreement. 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. Customer shall indemnify and hold harmless Kronos for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

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 Kronos 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 Kronos 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. 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 and shall indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

8. FIRMWARE
Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has

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Lowell, MA 01851
Phone: (978)250-9800

9. 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 sessions are listed at http://customer.Kronos.com and each session has the Training Points value indicated. Training 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 Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

10. ACCEPTANCE
For Customer's initial purchase of each Equipment and Software product Kronos 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 Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos 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, Kronos 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 Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos 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.

11. LIMITED WARRANTY
Covered in State contract.

12. INDEMNIFICATION
Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) 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 Kronos, provided that: i) Kronos 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 Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

13. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) TRAVEL EXPENSES
Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos Travel and Expense Policies. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Kronos Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

(b) ENGAGEMENTS
Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. 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 Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos 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 the parties.

(c) WARRANTY
Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's sole remedy and Kronos' exclusive 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.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES
Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

14. SOFTWARE SUPPORT SERVICES

(a) 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 Kronos 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. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: http://www.kronos.com/Legal/EquipmentSupportAgr.aspx .

Customers purchasing the Extended Support Program (as indicated on the Order Form) for their Dell servers purchased from Kronos shall receive a specialized, bundled set of Kronos Support Services. Because of the specialized nature of these services, the terms and conditions located at http://www.kronos.com/Legal/SupplementalTerms.aspx shall supersede the provisions of this Agreement for the Extended Support Program.

(c) 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 shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos 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.

(d) GOLD SERVICE OFFERINGS
Customer shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.

(ii) Telephone and/or electronic access to the Kronos 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 Kronos holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at http://www.kronos.com/services/support-services.aspx .

(iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(e) 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, Kronos 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 Kronos product training for the Software covered under this Agreement 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, Kronos 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. Travel and expenses are not included and shall be paid by Customer.

(f) 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.

(g) ADDITION OF SOFTWARE
Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement 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, and any such addition shall be automatically renewed as provided in these terms.

(h) RESPONSIBILITIES OF CUSTOMER
Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' 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 Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(i) DEFAULT
Customer shall have the right to terminate Kronos support services in the event that Kronos 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, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos 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.

(j) WARRANTY
Kronos warrants that all support services shall be performed in a professional and competent manner.

http://www.kronos.com/Support/SupportServicesPolicies.htm ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:
The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (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

(b) Term of Subscription: The 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.

(c) 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. Kronos 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.

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. 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 Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

(e) 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.

16. 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, the terms, conditions and pricing contained in this Agreement and the Order Form, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. 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. 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; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

17. MARKETING ACTIVITIES
Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists. Upon Kronos' request, Customer will participate in mutually beneficial marketing and public relations activities with Kronos. All content shall be subject to the prior review and approval of Customer, such approval not to be unreasonably withheld.

18. LIMITATION OF LIABILITY
Covered in State Contract

19. GENERAL
(a) This Agreement shall be governed by Nevada 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.
(b) 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.
(c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
(d) 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.
(e) All notices given under this 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.

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Phone: (978)250-9800

(h) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
(i) 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 Kronos 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.
(j) 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 Kronos Incorporated, 900 Chelmsford Street, Lowell, MA.

DATED:_

CUSTOMER:

BY:_____

NAME:_____

TITLE:_____

KRONOS INCORPORATED

BY:_____

NAME: John O'Brien

TITLE: Sr. V.P. Global Sales