

**PARTICIPATING ADDENDUM
U.S. COMMUNITIES/OMNIA PARTNERS**

**Workforce Management Systems and Related Products
Cobb County, Georgia
(hereinafter "Lead Agency")**

**Master Agreement
Contract Number: 18220**

**Kronos Incorporated
(hereinafter "Contractor")**

and

**State of Arkansas
(hereinafter "Participating State/Entity")**

This Participating Addendum ("PA") is by and between the State of Arkansas, acting by and through the Office of State Procurement (hereinafter referred to interchangeably as "OSP," "the State," or "Participating State/Entity") and U.S. Communities/OMNIA Partners, in partnership with Kronos, Inc., (hereinafter referred to collectively as "Contractor") (hereinafter, the State of Arkansas and the Contractor are referred to collectively as "the Parties" or individually as a "Party").

1. **U.S. COMMUNITIES/OMNIA PARTNERS CONTRACT TERM:** The initial term of the U.S. Communities/OMNIA Partners contract for Workforce Management Systems and Related Products by Cobb County Purchasing of Cobb County, GA, Contract Number 18220 (the "Master Agreement"), is March 18, 2019 through March 17, 2022 with three (3) additional one (1) year renewals.
2. **EFFECTIVE DATE AND TERM OF PARTICIPATING ADDENDUM:** This Participating Addendum shall be effective as of the date of the last signature below. The term of this Participating Addendum shall run through the termination of the U.S. Communities/OMNIA Partners Master Agreement or until the termination of this Participating Addendum, whichever occurs earlier.
3. **SCOPE:** The State of Arkansas is eligible to procure Time Clocks and related support services, as specified in this PA, for use by State agencies and other entities located in the State of Arkansas as authorized by Arkansas law to utilize cooperative contracts. Contractor may incorporate changes to their product offering, however; any changes must be within the scope of the Time Clock products and related support services awarded. Contractor may not offer services to State agencies under this contract.
4. **PARTICIPATION:** All eligible purchasers within the State of Arkansas including State agencies, educational institutions, and local public procurement units or political subdivisions are authorized to purchase commodities under the terms and conditions of this PA.
5. **ORDER OF PRECEDENCE:**
 - A. This PA;
 - B. The Master Agreement including;
the Solicitation, including all Addendums; and
Contractor's response to the solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above, including but not limited to conflicting order of precedence provisions. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and incorporated in or attached to the Master Agreement as an Exhibit, Attachment, Appendix, or Amendment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor shall become a part of this PA as to the products listed on the ordering document only. No other terms and conditions shall apply, including terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the Master Agreement).

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6. **INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a Participating Entity, that participates in the Workforce Management Systems and Related Products Program, will be treated as if they are individual customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each agency and political subdivision individually.
7. **PAYMENT AND INVOICE PROVISIONS:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Participating Entity. The Contractor shall not invoice the State in advance of delivery and acceptance of any goods. Payment will be made only after the Contractor has successfully satisfied the ordering Participating Entity as to the goods purchased or rented. Contractors should invoice the ordering Participating Entity by an itemized list of charges. Contractor shall submit invoices to the Participating Entity (name and address) as referenced on the Purchase Order. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payment will be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest will be paid on the unpaid balance due to the Contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency will make a good-faith effort to pay within thirty (30) days after date of invoice.
8. **PURCHASE ORDER INSTRUCTIONS:** Except to the extent modified by this PA, all Participating Entities issuing valid Purchase Orders will be bound by the terms and conditions of the U.S. Communities/OMNIA Partners Master Agreement including, without limitation, the obligation to pay the Contractor for commodities provided. The Parties acknowledge and agree that orders submitted to the Contractor from a Participating Entity through the Participating Entity's business P-Card or authorized Purchase Order under the U.S. Communities/OMNIA Partners Master Agreement are valid and no extension of credit whatsoever will be required for purchasing. Contractor agrees to accept the State of Arkansas's Purchase Orders and P-Cards as valid methods of payment.
9. **CONTRACT NUMBER:** All Purchase Orders issued by the Participating Entity within the jurisdiction of this PA will include the U.S. Communities/OMNIA Partners Contract Number 18220, and the Participating Entities State Contract Number, agency name, address, name of contact person, phone number, and a reference to the applicable Order Form. The PA and the U.S. Communities/OMNIA Partners Contract Number 18220, (administered by Cobb County, GA) together with its exhibits, set forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
10. **REPORTING:** The State may request a quarterly report, via electronic mail to OSP Buyer: Brandi Schroeder brandi.schroeder@dfa.arkansas.gov, or other State personnel as determined necessary by the State, within thirty (30) days following the quarter being reported. Contractor shall include the following data in the reports: agency name address, product description, quantity ordered, unit prices, and extended prices.

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11. **RECORD RETENTION:** The Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to all State of Arkansas transactions under this PA in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted, upon request, to State or Federal Government entities or any of their duly authorized representatives.

Contractor shall make financial and accounting records available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof and for five (5) years from expiration date and final payment on the contract or extension thereof.
12. **DELIVERY:** Delivery shall be FOB shipping unless otherwise agreed upon on an Order Form.
13. **TAXES:** Personal Property tax will not be charged to Arkansas State agencies.
14. **CANCELLATION:** The State may cancel this PA for any reason, with or without cause, by giving the Contractor and U.S. Communities/OMNIA Partners written notice of such cancellation thirty (30) days prior to the date of cancellation. Any Order Forms or purchase orders issued prior to cancellation may not be canceled.
15. **GOVERNING LAW:** The laws of the State of Arkansas shall govern this agreement.
16. **VENUE AND JURISDICTION:** Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.
17. **SOVEREIGN IMMUNITY:** Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.
18. **DISCLOSURE:** Under Arkansas law, OSP is required to have a copy of an EO 98-04 Disclosure Form on file for the Contractor. Contractor shall submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this PA. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the State.
19. **RESTRICTION OF BOYCOTT OF ISRAEL:** By signing this PA, Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.
20. **CERTIFICATIONS:** Contractor shall promptly provide any and all certifications and supporting documents, required under this Agreement, and in the time and manner, requested by the State of Arkansas.
21. **INSPECTION AND ACCEPTANCE:** In the event a Participating Entity leases or purchases products from the Contractor, the Participating Entity will provide notice to the Contractor of any defects no later than the thirtieth (30th) business day following the date of delivery. Such notice of defects may be delivered electronically or in writing, at the discretion of the Participating Entity. If the Participating Entity does not provide notification of defects and/or non-acceptance of the products to the Contractor within thirty (30) days of the date of delivery, the products shall be deemed accepted by the Participating Entity.

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22. **INDEMNIFICATION:** The following indemnification clause is in addition to the Indemnification clause specified in the Master Agreement.

INDEMNIFICATION - The Contractor shall be fully liable for the actions of its agents and employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Purchasing Entity, the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from personal injury and damage to real or personal property, to the extent caused by the Contractor, its agents, or employees. Language in this clause shall not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

23. **ARKANSAS CLAIMS COMMISSION:** The Parties acknowledge that any claims, liability, costs, expenses, demands, settlements, or judgments arising from the negligence, acts or omissions of a Participating Entity or its employees or agents in the performance of this PA must be presented to the Arkansas State Claims Commission ("Claims Commission"). Participating Entity agrees that: (1) it will cooperate in the defense of any third -party claim to the Claims Commission brought against Contractor seeking damages or relief; (2) it will cooperate in good faith should Contractor present any claims to the Claims Commission; and (3) it will not take any action to frustrate or delay the prompt hearing on claims, although it reserves the right to assert all claims and defense available to it.
24. **TERMS:** The State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with this PA and/or Arkansas law.
25. **RESTOCKING FEES:** The State of Arkansas shall not be charged restocking fees.

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26. **PRIMARY CONTACTS:** The primary contacts for this Participating Addendum are as follows (or their named successors):

Lead Agency Contact

Name:	Cobb County, Georgia
Address:	122 Waddell Street NE Marietta, GA 30060
Telephone:	770-528-8400
E-Mail:	purchasing@cobbcounty.org

Contractor's Contact

Company Name:	Kronos Incorporated
Contact Person	David Herndon
Address:	900 Chelmsford Street Lowell, MA 01851
Telephone:	901-484-0874
E-Mail:	David.herndon@kronos.com

Participating Entity Contact

Name:	Brandi Schroeder, Statewide Procurement Specialist
Address:	State of Arkansas DFA-Office of State Procurement 1509 W. 7 th Street, Suite 300 Little Rock, AR 72201
Telephone:	501-682-4169
E-Mail:	brandi.schroeder@dfa.arkansas.gov

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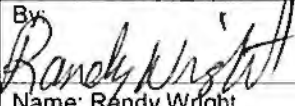
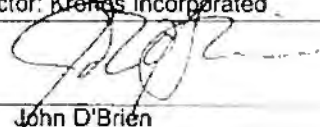
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This Participating Addendum and Contract 18220 (administered by Cobb County, GA) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, together with its exhibits, shall not be added to or incorporated into this Addendum and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Arkansas	Contractor: Kronos Incorporated
By: 	By: 
Name: Randy Wright	Name: John D'Brien
Title: Deputy Director of OSP	Title: Chief Revenue Officer
Date:	Date: June 19, 2019