

RESOLUTION OF THE CITY COUNCIL

No. 464

Approved October 22, 2019

RESOLVED, That the Members of the Providence City Council
hereby Authorize Approval of the following Change Order Contract Award by the
Board of Contract and Supply, in accordance with Section 21-26 of the Code of
Ordinances of the City of Providence.

Kronos, Inc.
(Commissioner of Public Safety)

\$32,967.59

IN CITY COUNCIL

OCT 17 2019

READ AND PASSED

Sabrina Mats
PRES.

Shawn Sellsch
CLERK

I HEREBY APPROVE.

[Signature]
Mayor

Date: 10/22/19

City Hall, Room 310
25 Dorrance Street
Providence, RI 02903
P: 401.421.7740, ext 577
F: 401.351.1056



Office of the Internal Auditor

May 8, 2019

Mr. Shawn Selleck
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Shawn:

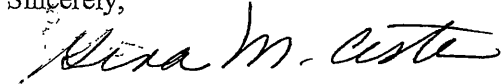
I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval:

- **Public Property:**
 - Award to **American Safety Programs & Trainings, Inc** for "Facility Lease for Public Safety Training Facility for the Police and Fire Departments" for amount of **\$876,508 for FY2020 to FY2023** in accordance with the Code of Ordinance, Section 21-26 (c);
- **Healthy Communities Office**
 - Request to award **The Nature Conservancy** for "playspace and green infrastructure project management services" for an amount of \$613,000 (Fund 277) in accordance with the Code of Ordinance, Section 21-26 (a);
- **Law Department:**
 - Request to enter into a three-year contract with **West Publishing Corporation (Thomas Reuters)**, sole source vendor, for various print publications and
 - Request to enter into a three-year contract with **West Publishing Corporation (Thomas Reuters)** for its online legal research for a total amount not to exceed \$40,989.72, in accordance with Code of Ordinance, Section 21-26 (b);
 - Hiring of new outside legal counsel, Sharon G Gardner (no hourly rate or funding cap identified)
- **Water Supply Board:**
 - Authorization to extend contract with D-3 Inc. for two years in an amount not to exceed \$600,000 in accordance with the Code of Ordinance, Section 21-26 (a);
- **Commissioner of Public Safety**
 - Request a change orders in the amount of **\$27,626.25** with **Kronos Inc.** for a total amount of \$138,536.25 in accordance with the Code of Ordinance, Section 21-26;
 - Request a change order in the amount of **\$32,967.59** with **Kronos, Inc.** for cloud hosting platforms in accordance with the Code of Ordinance, Section 21-26;

CITY HALL • 25 DORRANCE STREET, ROOM 310 • PROVIDENCE, RHODE ISLAND 02903
Phone: (401) 521-7477 • Fax: (401) 521-3920
COUNCIL@PROVIDENCERI.COM

- Request to extend the contract with **Kronos. Inc.** for annual support service in the amount of **\$59,176.13** in accordance with the Code of Ordinance, Section 21-26.

Sincerely,



Gina M. Costa

Internal Auditor

Cc: Jeff Dana, City Solicitor
Steven M Pare, Commissioner of Public Safety
Michael Borg, Director of Public Property
Ellen Cynar, Director, Healthy Communities Office
Molly Hannon Associate Director of Purchasing
James J. Lombardi, III, Treasurer/Senior Advisor to City Council



OFFICE OF THE COMMISSIONER OF PUBLIC SAFETY
Steven M. Paré, Commissioner of Public Safety | Jorge O. Elorza, Mayor

May 2, 2019

The Honorable Jorge O. Elorza
Chairman, Board of Contract & Supply
City Hall
Providence, RI 02903

RE: (#24471) Kronos Inc- Cloud hosting platform and associated fees

Contractor: Kronos Incorporated, 900 Chelmsford St Lowell, MA 01851

Dear Mayor Elorza:

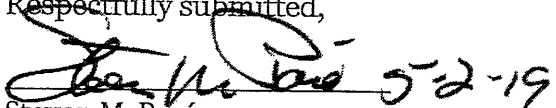
On October 2, 2017, the Board of Contract and Supply authorized the upgrade to the time and attendance reporting system utilized by all departments under the Department of Public Safety. With two approved change orders and one pending approval, the total for the upgrade was \$138,536. The Police Department was the last department to "go live" with the new software upgrade on February 22nd, 2019.


An additional requisite of the contract with Kronos is the new Cloud hosting platform and associated fees at \$1,939.27 per month which began once all the departments were upgraded to the new software platform that being February 22nd, 2019. These fees are in addition to the annual maintenance fees associated with the contract.

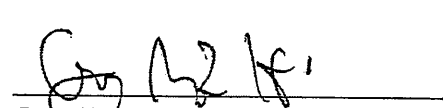
The Commissioner's Office and Information Technology Office respectfully requests \$9,696.35 for FY 2019 and \$23,271.24 for FY 2020 for the Cloud hosting platform fees.

Funding is through account: **101-301-52911 (pending budget approval).**

Respectfully submitted,


Steven M. Paré
Commissioner of Public Safety


Wayne Hannon
Fiscal Approval


Greg Haroian
Manager, Information Services, PS

PROVIDENCE THE CREATIVE CAPITAL
Public Safety Complex | 325 Washington Street | Providence, RI 02903
401-243-6021 phone | 401-243-6444 fax
www.providencetri.com

REMIT CHECKS TO:
PO BOX 743208
ATLANTA, GA 30374- 3208

ELECTRONIC TRANSFERS TO:
Bank of America
ABA 121000358
Account 1499687277

INVOICE

Invoice Number: 11416248

Page: 1 of 1

Invoice Date: 07- FEB- 19

Due Date: 09- MAR- 19

TAX ID 04- 2640942

Please forward your remittance advice to cash- receipts@kronos.com

Bill To: 6106064
Attn: Accounts Payable
PROVIDENCE POLICE
325 WASHINGTON ST
PROVIDENCE, RI 02903

Ship To: 6106064
PROVIDENCE POLICE
325 WASHINGTON ST
PROVIDENCE, RI 02903

Solution ID: 6106064

Contact:
Email:
Telephone Number:

Sales Order Number:
Contract Number: 1207429 S24- JUL- 18
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

HOSTING SERVICES

Service	Start Date	End Date	Days	Taxable	Amount
Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month	22- FEB- 2019	21- MAR- 2019	28	NO	1,300.00
Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	22- FEB- 2019	21- MAR- 2019	28	NO	51.67
Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	22- FEB- 2019	21- MAR- 2019	28	NO	587.60
Subtotal					1,939.27

INVOICE SUMMARY

Description	Total Price
Subtotal:	1,939.27
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	1,939.27



REMIT CHECKS TO:
PO BOX 743208
ATLANTA, GA 30374- 3208

ELECTRONIC TRANSFERS TO:
Bank of America
ABA 121000358
Account 1499687277

INVOICE

Invoice Number: 11438486
Page: 1 of 2

Invoice Date: 07- APR- 19
Due Date: 07- MAY- 19

TAX ID 04- 2640942

Please forward your remittance advice to cash- receipts@kronos.com

Bill To: 6106064
Attn: Accounts Payable
PROVIDENCE POLICE
325 WASHINGTON ST
PROVIDENCE, RI 02903

Ship To: 6106064
PROVIDENCE POLICE
325 WASHINGTON ST
PROVIDENCE, RI 02903

Solution ID: 6106064

Contact:
Email:
Telephone Number:

Sales Order Number:
Contract Number: 1207429 S24- JUL- 18
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

HOSTING SERVICES

Service	Start Date	End Date	Days	Taxable	Amount
Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month	22- APR- 2019	21- MAY- 2019	30	NO	1,300.00
Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	22- APR- 2019	21- MAY- 2019	30	NO	587.60
Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	22- APR- 2019	21- MAY- 2019	30	NO	51.67
Subtotal					1,939.27



Invoice Number:

11438486

Page:

2 of 2

Invoice Date:

07- APR- 19

Due Date:

07- MAY- 19

INVOICE SUMMARY

Description	Total Price
Subtotal:	1,939.27
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	1,939.27

Dear Valued Kronos Customer,

Kronos is changing to e- mail invoicing in support of Green initiatives. In doing so, you will receive your billing documents quicker, saving valuable time and resources. To accomplish this, we do need the address of your general AP e- mail box for billing purposes added to our system. This can be accomplished simply by you sending an e- mail to CustomerReg@Kronos.com requesting to change your billing preference to e- mail only. This message should also include: your company name, general AP e- mail address for billing purposes, and the Bill to customer number on your invoice. You may also include all Kronos account numbers for which you would like your billings sent electronically. Your support is anticipated and very much appreciated.

Go- Green! Go Paperless!



REMIT CHECKS TO:
PO BOX 743208
ATLANTA, GA 30374- 3208

ELECTRONIC TRANSFERS TO:
Bank of America
ABA 121000358
Account 1499687277

INVOICE

Invoice Number: 11426504
Page: 1 of 1

Invoice Date: 07- MAR- 19
Due Date: 06- APR- 19

TAX ID 04- 2640942

Please forward your remittance advice to cash- receipts@kronos.com

Bill To: 6106064
Attn: Accounts Payable
PROVIDENCE POLICE
325 WASHINGTON ST
PROVIDENCE, RI 02903

Ship To: 6106064
PROVIDENCE POLICE
325 WASHINGTON ST
PROVIDENCE, RI 02903

Solution ID: 6106064

Contact:
Email:
Telephone Number:

Sales Order Number:
Contract Number: 1207429 S24- JUL- 18
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

HOSTING SERVICES

Service	Start Date	End Date	Days	Taxable	Amount
Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month	22- MAR- 2019	21- APR- 2019	31	NO	1,300.00
Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	22- MAR- 2019	21- APR- 2019	31	NO	587.60
Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	22- MAR- 2019	21- APR- 2019	31	NO	51.67
Subtotal					1,939.27

INVOICE SUMMARY

Description	Total Price
Subtotal:	1,939.27
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	1,939.27



ORDER FORM

Quote#: 577938 - 1
Expires: 30-SEP-2017
Sales Executive: Kim, Jessie H

Order Type: Upgrade US
Date: 15-AUG-2017
Page: 1/2

Bill To:	Attn:PUBLIC SAFETY PROVIDENCE POLICE 325 WASHINGTON ST PROVIDENCE RI 02903 United States	Ship To:	Attn:PUBLIC SAFETY PROVIDENCE POLICE 325 WASHINGTON ST PROVIDENCE RI 02903 United States
Solution ID:	6106064	Contact:	Greg Haroian
		Email:	gharoian@providenceri.gov
		Ship To Phone:	
Payment Terms:	N30	FOB:	Shipping Point
Currency:	USD	Ship Method:	
Customer PO Number:		Freight Term:	Prepay & Add

Order Notes:
Customer will continue support on the Web Access TSG Hosted and Reporting products. Customer may renew or terminate the Web Access TSG Hosted and Reporting product support services in accordance with the terms of the Agreement.

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.

Initial Term: 1 Year
Data Center: US
Total Monthly Service Fees: \$1815
Billing Start Date: Upon execution of Order Form
Billing Frequency: Monthly in Advance
Renewal Term: 1 Year

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF GLOBAL ACCESS V6	1130	
WORKFORCE TELESTAFF IVR SERVICE	1	
WORKFORCE TELESTAFF INSTITUTION FOCUS V6	1130	
Total Price		40,680.00

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	10,170.00
Total Price		10,170.00

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



Quote#: 577938 - 1

Page: 2/2

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
TSG TECHNICAL SERVICES	45 Hours	215.00	9,675.00
Technology Consultant	45 Hours	215.00	
TSG PROFESSIONAL SERVICES	146 Hours		26,280.00
Project Manager	31 Hours	180.00	
Solution Consultant	115 Hours	180.00	
KNOWLEDGE PASS	1 Each	0.00	0.00
ED SERVICES SUBSCRIPTION	1 Contract	2,325.00	2,325.00
Total Price			38,280.00

Item	Quantity	Total Price
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE BASE FEE PER MONTH	12	15,000.00
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH	12	6,780.00
Total Price		21,780.00

QUOTE SUMMARY

Description	Total Price
Subtotal	110,910.00
Deposit	0.00
Tax	0.00
Grand Total	110,910.00

PROVIDENCE POLICE

Signature: Steven M. Pare

Name: STEVEN M. PARE

Title: COMMISSIONER

Effective Date: 10/31/17

Kronos Incorporated

Signature: Jonathan Perez

Name: _____

Title: _____

Effective Date: _____

Jonathan Perez
Order Processing Analyst
Nov 17 2017 4:13 PM

cosign

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.

Approved as to form and correctness: Jeff Dana

Jeff Dana - City Solicitor



ORDER FORM

Quote#: 589550 - 1
Expires: 30-DEC-2017
Sales Executive: Kim, Jessie H

Order Type: Upgrade US
Date: 21-DEC-2017
Page: 1/2

Bill To: Attn:PUBLIC SAFETY
PROVIDENCE POLICE
325 WASHINGTON ST
PROVIDENCE
RI 02903
United States
Solution ID: 6106064

Ship To: Attn:PUBLIC SAFETY
PROVIDENCE POLICE
325 WASHINGTON ST
PROVIDENCE
RI 02903
United States
Contact: Greg Haroian
Email: gharoian@providenceri.gov
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

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

Order Notes:

Initial Term: 12
Data Center: US
Total Monthly Service Fees: \$50.00
Billing Start Date: Upon execution of Order Form
Billing Frequency: Monthly in Advance
Renewal Term: 1 Year

This order is subject to the Terms and Conditions for the Sales, Software License and Services Agreement between Kronos and Customer dated 10/31/2017 and Cloud Hosting Addendum signed 10/26/2017.

Customer will continue support on the Web Access TSG Hosted product. Customer may renew or terminate the Web Access TSG Hosted product support services in accordance with the terms of the Agreement.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF GLOBAL ACCESS V6	100	
WORKFORCE TELESTAFF INSTITUTION FOCUS V6	100	
	Total Price	4,610.00

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	1,152.50
	Total Price	1,152.50

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

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
TSG PROFESSIONAL SERVICES	50 Hours		9,000.00
Project Manager	10 Hours	180.00	
Solution Consultant	40 Hours	180.00	
	Total Price		9,000.00



Quote#: 589550 - 1

Page: 2/2

Item	Quantity	Total Price
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH	12	600.00
Total Price		600.00

QUOTE SUMMARY

Description	Total Price
Subtotal	15,362.50
Deposit	
Tax	0.00
Grand Total	15,362.50

PROVIDENCE POLICE

Signature: [Signature]
Name: STEVEN M. PARE
Title: COMMISSIONER
Effective Date: 12/12/17

Kronos Incorporated

Signature: _____
Name: Mary Layton
Title: _____
Effective Date: _____

Signed by: Mary Layton, Business Project Manager, DM
Date & Time: Dec 26 2017 3:51 PM

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.

CLOUD HOSTING ADDENDUM SUPPLEMENTAL TERMS AND CONDITIONS

This Cloud Hosting Addendum of Supplemental Terms and Conditions (the "*Addendum*") is made by and between Kronos and the Customer signing this Addendum ("*Customer*").

WHEREAS, Customer has entered into a license agreement (the "*License Agreement*") with Kronos to acquire licenses to certain Kronos software applications, as well as equipment and related services;

WHEREAS, Customer desires to use those Kronos software applications in Kronos' managed cloud environment (the "*Kronos Private Cloud*") in accordance with the License Agreement and upon the supplemental terms and conditions herein, and Kronos desires to assist Customer in doing so.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the parties agree as follows:

1. DEFINITIONS

"**Acceptable Use Policy**" means the Kronos policy describing prohibited uses of the Cloud Services as further described at: <https://www.kronos.com/policies/acceptable-use>

"**Application(s)**" means those Kronos software applications set forth on the applicable Order Form (or a schedule to the Order Form if Customer is only hosting a portion of the Applications for which Customer has a perpetual license) and which are made accessible to Customer for use in the Kronos Private Cloud under the terms of this Addendum.

"**Billing Start Date**" means the date on which billing for the Cloud Services will commence, as indicated on the Order Form.

"**Cloud Services**" means access to the password protected customer area of the Kronos Private Cloud and those services related thereto, all as further described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

"**Customer Content**" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Kronos Private Cloud.

"**Initial Term**" means the initial billing term of the Cloud Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Cloud Services prior to the commencement of the Initial Term.

"**Monthly Services Fee(s)**" means the monthly fees described in the applicable Order Form.

"**Order Form**" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos, including without limitation the prices and fees to be paid by Customer.

"**Personally Identifiable Data**" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"**Production Environment**" means the environment established for Customer's daily use of the Applications in a live environment throughout the Term.

"**Renewal Term**" means the renewal billing term of the Cloud Services as indicated on the Order Form.

"**SLA(s)**" means a service level agreement offered by Kronos for the Production Environment and attached to this Addendum as **Exhibit A** which contains key service level standards and commitments that apply to the Kronos Private Cloud.

"**SLA Credit**" means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages or interruptions in the delivery of the Cloud Services that result in a failure to meet the terms of the applicable SLA.

"**Supplier**" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Cloud Services. Kronos may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Cloud Services delivered by Kronos under this Agreement.

"**Temporary Environment**" means a transient, non-production environment created to serve limited purposes for a limited time period, and identified on the applicable Order Form as a Temporary Environment.

"Term" means the Initial Term and any Renewal Terms.

2. CLOUD SERVICES AND TERM

2.1 During the Term, Kronos will provide the Cloud Services for the Applications. Unless the Order Form indicates that the Applications are to be implemented in a Temporary Environment, the Applications will be deemed to be implemented in a Production Environment.

2.2 Billing for the Cloud Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Cloud Services shall renew upon execution of a renewal quote for an additional Renewal Term unless either party provides notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Term.

2.3 Kronos may suspend or terminate the Cloud Services upon notice in the event of any breach by Customer of this Addendum if such breach is not cured within thirty (30) days of the date of Kronos' written notice. No interruption shall be deemed to have occurred during, and no credits shall be owed for, any authorized suspension of the Cloud Services.

2.4 Customer may terminate the Cloud Services by written notice at any time during the term of the Addendum if Kronos materially breaches any provision of this Addendum, and such default is not cured within thirty (30) days after receipt of written notice from Customer. In the event of such termination by Customer, Customer shall pay Kronos within thirty (30) days all fees then due and owing for the Cloud Services prior to the date of termination.

2.5 Customer may terminate any or all of the Cloud Services for convenience on no less than ninety (90) days prior written notice to Kronos. In the event of termination of any of the Cloud Services by Customer for convenience or by Kronos for cause during the Initial Term, Customer will pay to Kronos any out of pocket expenses incurred by Kronos in terminating the Cloud Services plus an early termination fee based on the following calculation: one (1) month of the then-current Monthly Services Fees for every twelve (12) month period (or portion thereof) remaining in the Initial Term. By way of example only, if Customer terminates the Cloud Services for convenience with fifteen (15) months remaining in the Initial Term, Customer will be responsible to pay Kronos two (2) months of the then-current Monthly Services Fees.

2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.

2.7 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

3. CLOUD SERVICES, FEES AND PAYMENT

3.1 In consideration of the delivery of the Cloud Services, Customer shall pay Kronos the Monthly Services Fee for such Cloud Services as defined in the applicable Order Form. The Monthly Services Fee shall commence on the Billing Start Date and will be invoiced on the "Billing Frequency" indicated on the Order Form. When billed annually in advance, Kronos will invoice Customer an amount equal to twelve (12) months of the Monthly Services Fees for the Cloud Services annually in advance for each year during the Term commencing on the Billing Start Date. The Billing Start Date for the Monthly Service Fees for any Cloud Services ordered by Customer after the date of this Agreement which are

incremental to Customer's then-existing Cloud Services shall be the date the applicable Order Form is executed by Kronos and Customer.

3.2 All fees payable for the Cloud Services shall be sent to the attention of Kronos as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Cloud Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege. Customer may be required to purchase additional Cloud Services to address infrastructure requirements as released by Kronos for a new version of a particular Application.

3.3 If any amount owing under this or any other agreement for Cloud Services is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Cloud Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Cloud Services.

3.4 At the commencement of each Renewal Term, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the invoice following the effective date of such increase without additional notice. Customer may be required to purchase additional Cloud Services to address increased infrastructure requirements for a new version of a particular Application as released by Kronos. Any additional Cloud Services will be set forth on an Order Form to be mutually agreed upon by Customer and Kronos.

4. ACCEPTABLE USE

4.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Cloud Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Cloud Services.

4.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Cloud Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.

4.3 Customer will not (a) use, or allow the use of, the Cloud Services in contravention of the Acceptable Use Policy.

4.4 Kronos may suspend the Cloud Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

5. MAINTENANCE

Monthly Service Fees are in addition to the fees Customer pays for annual maintenance and support under the License Agreement. Customer must maintain the Software under an active maintenance plan with Kronos throughout the Term. If Kronos, its Suppliers, or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair access to the Kronos Private Cloud, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary.

6. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Cloud Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

7. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Kronos Private Cloud (including any and all related hardware, software, third party services and related equipment and components required for access); and (b) provide Kronos and Kronos' representatives with physical or remote access to Customer's computer and network environment as mutually agreed upon may be reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

8. INDEMNIFICATION

8.1 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that: (a) employment-related claims arising out of Customer's configuration of the Cloud Services; (b) Customer's modification or combination of the Cloud Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

8.2 The Kronos Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

9. SERVICE LEVEL AGREEMENT

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE CLOUD SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

10. LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE LICENSE AGREEMENT, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL CLOUD SERVICES (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR

APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

11. DATA SECURITY

11.1 As part of the Cloud Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Cloud Services and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Cloud Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

AGREED AND ACCEPTED

DATED: 10/26/2017

CUSTOMER: City of Providence

BY: Stevens M. Pare

NAME: STEVENS M. PARE

TITLE: Commissioner

KRONOS

BY: Mary Lavoie Signed by: Mary Lavoie, Business Project Manager, OM
Date & Time: Dec 31 2017 10:34 AM

NAME: Mary Lavoie

TITLE: _____ 

Approved as to form and correctness:

Adrienne Southgate
Adrienne Southgate, Deputy City Solicitor

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Applications, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Cloud Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Cloud Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

- Customer will choose one of the following time zones for their Maintenance Period:
 - United States Eastern Standard Time,
 - GMT/UTC, or
 - Australian Eastern Standard Time (AEST).
- Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
- Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and

February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.

4. Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
5. Excluding any customer requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.
6. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and Kronos.
7. In absence of instruction from Customer, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

Kronos anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Cloud Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Customer must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Cloud Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Cloud Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

**KRONOS ADDENDUM
WORKFORCE TELESTAFF IVR SERVICE
(Licensed or User Based)**

This is an Addendum to the agreement between Kronos and Customer governing those certain Kronos Workforce Telestaff software applications whether on a perpetual license basis or in a software as a service model (the "Agreement") between City of Providence ("Customer") and Kronos.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to the Workforce Telestaff IVR offering ("Telestaff IVR"), a subscription service Kronos is authorized to resell. Telestaff IVR can be ordered either on a licensed basis with Port (in which case Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Workforce Telestaff IVR License Per Port") or on a per minute basis ("Workforce Telestaff IVR Service"). The applicable designation for Telestaff IVR will be indicated on the applicable Order Form.

1. Description. Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Customer may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."
2. Maintenance. Telestaff IVR maintenance will entitle Customer to Telestaff IVR phone support and software updates and shall commence upon the execution of the Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Customer's Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Customer wants maintenance for the Workforce Telestaff IVR License Per Port, Customer must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).
3. Implementation. To initiate and setup administration of the required communications, Kronos will perform the standard implementation of Telestaff IVR, including configuration, as described in the Statement of Work ("SOW") signed by the Customer. Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.
4. Payment. Kronos will invoice Customer for the Telestaff IVR implementation/configuration professional services fees set forth in the applicable SOW and Order Form, pursuant to the Agreement and on the payment terms set forth therein. Kronos will invoice Customer as follows: (i) for the license fees and annual maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the 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, subject to Section 7 below. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

Unless otherwise indicated on the Order Form, Customer will pay invoices issued by Kronos hereunder within thirty (30) days of receipt.

5. Restrictions on Telestaff IVR Services; Additional Responsibilities. Customer agrees that Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Kronos shall have no liability for any delays, failures or unavailability of Telestaff IVR due to transmission or other delays, errors or problems beyond Kronos' control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the provider's Acceptable Use Policy found at:

Rev 01222016
JWC 101217

<http://voxeo.com/aup> and Customer agrees that it shall be liable for all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

6. **Telestaff IVR Security.** The Telestaff IVR service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Customer and its employees through Telestaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

Security of Your Personal Information

Kronos' provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of Kronos and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

7. **Renewal and Termination.** The initial term is twelve months commencing upon the execution of the Order Form. At the expiration of the initial term, unless the Order Form provides as different renewal period, the term shall renew on an annual basis upon execution of a renewal quote with Kronos. At any time: (i) Customer may terminate the Telestaff IVR service for convenience upon thirty (30) days prior written notice, and (ii) Kronos may terminate the Telestaff IVR service for convenience upon one hundred and twenty (120) days prior written notice. Kronos may increase the per minute rate upon renewal with sixty (60) days prior written notice for use based Telstaff IVR.

AGREED AND ACCEPTED

DATED: 10/26/17

CUSTOMER: City of Providence

BY: Steven M. Pare

NAME: STEVEN M. Pare

TITLE: COMMISSIONER

KRONOS

Jonathan Perez

Order Processing Analyst

Nov 17 2017 4:05 PM

BY: Jonathan Perez

NAME: _____

TITLE: _____

cosign

Approved as to form and correctness:

Adrienne Southgate
Adrienne Southgate, Deputy City Solicitor



CITY OF PROVIDENCE

Jorge O. Elorza, Mayor

September 30, 2019

Hon. John J. Igliazzi
Chairman, Finance Committee
Providence City Council
City Hall
Providence, RI 02903

Re: Kronos contracts

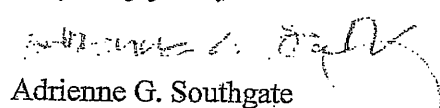
Dear Chairman Igliazzi:

On September 26, 2019, the Finance Committee raised concerns about three resolutions authorizing change orders and a contract extension for the Public Safety Departments (police/fire communication/PEMA) doing business with Kronos, Inc. I write to provide some legal guidance.

Kronos supplies a proprietary software program, Telestaff, to all the Public Safety Departments. This software is used for time tracking and attendance reporting. The Board of Contract and Supply approved a Telestaff software system upgrade and consolidation with Kronos in October 2017, and in May 2018, approved an extension of the contract through June 30, 2019. The currently pending contract extension and change orders involve (a) upgrades to the software; (b) cloud data storage of FY19 and FY20; and (c) service fees for FY20. With the extension, the Kronos contract and these ancillary purchased services all will expire on June 30, 2020. **The City intends to RFP these services for competitive pricing for FY21.** To be certain that appropriate alternative vendors have been identified in a timely manner, the Commissioner of Public Safety has directed his fiscal officer to immediately begin the process with a Request for Information.

If I can be of any further assistance, please do not hesitate to contact me.

Very truly yours,


Adrienne G. Southgate
Deputy City Solicitor

Copies to: Commissioner Pare
Elaine Richards, Deputy

CITY SOLICITOR'S OFFICE

444 Westminster Street, Suite 220, Providence, Rhode Island 02903

401 680 5333 ph | 401 680 5520 fax

www.providenceri.gov