

Amendment No. 1
to
Contract No. MA 5600 NC170000049
for
Time & Attendance, Labor Scheduling, & Leave Management Solution
between
NEOS Consulting Group, LLC ("Contractor")
and the
City of Austin, Texas ("City")


- 1.0 The City hereby amends the above referenced contract incorporate Change Order 0320-1 (at attachment 1) and affirm those corresponding roles.
- 2.0 The Contract actions are recapped below:

Action	Action Amount	Total Contract Amount
Basic Term: 09/28/2017 – 09/27/2020	\$6,019,605	\$6,019,605
Amendment No.1: Change Order 0320-1 Additional Testing Support for Kronos Workforce Dimensions Implementation (\$201,392.50)	none	\$6,019,605

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Signature & Date

4/17/2020

Printed Name: Karon Irby
Authorized Representative

NEOS Consulting LLC
504 Lavaca Street, Suite 1005
Austin, Texas 78701

Signature & Date:



Signature & Date

4/17/2020

Jim Howard, IT Procurement Manager
City of Austin Purchasing Office

Attachments

1. Change Order 0320-1, Additional Testing support for Kronos Workforce Dimensions Implementation



City of Austin - Change Order 0320-1

Requestor:	Request Date: 3/26/2020	
Vendor: Neos Consulting 504 Lavaca St Austin, TX 78701		
DIR Contract No. DIR-TSCO-3925	Target Release: ASAP	
Priority: High		
Functional Area: Additional Testing Support for Kronos Workforce Dimensions Implementation		
<p>Description of Change: Provide support for additional testing from October 2019 – February 17, 2020 after UAT was conditionally approved on October 24, 2019.</p> <p>The additional testing cycles were not scoped in the original SOW. The scope included following activities:</p> <ul style="list-style-type: none"> Project Management Test case management Revisions to scripts and creation of new scripts in each testing cycle Tester training and support Triage of failed cases Ongoing solution development Additional changes to configuration including ongoing persona changes Configuration and process documentation. 		
Reason for Change: See the description above and deliverables to be provided below.		
<p>Assumptions: Currently, issues still remain to complete UAT. Those issues have been recorded and communicated to the Kronos team via the issues log dated April 15, 2020 as well as documented in the QAComplete tool. Additionally, Change Order 0320-2 will include the requirement to develop detailed planning for the approval of UAT, resolution plans of the critical issues, an updated Project Charter, an updated testing plan to better define exit criteria, implement a requirements and code freeze all of which will be pre-requisites to starting the parallel testing event.</p>		
Schedule Impact: The project testing schedule extended from October 24 to February 2020 .		
Deliverables:		
Deliverable	Due Date	Fees
Complete Additional UAT Test Cycles	03/26/20	201,392.50



City of Austin - Change Order 0320-1

Cost Impact	\$201,392.50		
Approvals:			
Name	Title	Initials	Date Approved
Karon Irby	President	Karon Irby ki	4/17/2020
JAMES T. HARROLD	IT Project Mgr	JT	4/17/2020

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
NEOS CONSULTING GROUP, LLC ("Contractor")
FOR
Time & Attendance, Labor Scheduling, & Leave Management Solution
MA 5600 NC170000049**

This Contract is between NEOS CONSULTING GROUP, LLC having offices at 504 Lavaca Street, Suite 1005 Austin, TX 78701 and the City, a home-rule municipality incorporated in the State of Texas. Solicitation requirements are met by using Contractor's Department of Information Resources Contract No. DIR-TSO-3925.

1.1 This Contract is composed of the following documents in the following precedence:

- 1.1.1 These contract cover pages 1-2
- 1.1.2 DIR-TSO-3925 *DIR TSO 2585 9th*
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Neos Consulting Group, LLC Offer
- 1.1.5 Exhibit C, Support Agreement
- 1.1.6 Exhibit D, Non-Discrimination Certification
- 1.1.7 Exhibit E, Non-Suspension or Debarment Certification

1.2 Quantity. Quantity of goods or services as described in Exhibit B.

1.3 Term of Contract.

The Contract shall be in effect on the date executed by the City ("Effective Date") for an initial term of 36 months and may be extended thereafter for up to 1 additional 24 month extension option(s), subject to the extension of the cooperative contract (as referenced in Section 1.1.1 above), approval of the Contractor and the City Purchasing Officer or his designee.

1.4 Compensation.

The Contractor shall be paid a total Not-to-Exceed amount of \$6,019,605.00 for the initial Contract term and \$2,579,280.00 for each extension option for a total amount Not-to-Exceed \$8,598,885.00.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered

amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

NEOS CONSULTING GROUP, LLC

Karon Irby

Printed Name of Authorized Person

Karon Irby

Signature
President

Title:

9/26/2017

Date:

CITY OF AUSTIN

James T. Howard

Printed Name of Authorized Person



Signature

Corporate Purchasing Manager

Title:

9/28/17

Date:

- Exhibit A - Supplemental Terms
- Exhibit B – Standard Purchasing Terms and Conditions
- Exhibit C - Neos Consulting Group, LLC Offer
- Exhibit D – Support Agreement
- Exhibit E – Non Discrimination Certification
- Exhibit F – Non Suspension or Debarment Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Richard Carter, Email: richard.carter@neosconsulting.com, Phone: 512-799-2360. The City's Contract Manager for the engagement shall be Brian Hooper; Email: Brian.Hooper@austintexas.gov , Phone: 512-974-1414.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6. **Insurance:** The following insurance requirements apply.

6.1.1 **General Requirements.**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements** The contractor shall at a minimum carry insurance in the types and amount indicated below for the duration of the contract, including extension options and other hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

6.1.2.1.2 Contractor/Subcontracted Work.

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

6.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

6.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

6.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

6.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

Exhibit B

Standard Purchasing Terms and Conditions

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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STANDARD PURCHASE TERMS AND CONDITIONS

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-6-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/01067>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors, and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties);
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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46. **DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Exhibit C
Neos Consulting Group LLC, Offer

Neos' /AST/Kronos Response to Request for Best and Final Offer

August 9th, 2017

Jim Howard
IT Procurement Manager
City of Austin
Purchasing Office
Jim.howard@austintexas.gov

Re: RFQ 25461, Time & Attendance Labor Scheduling and Leave Management Solution

Dear Mr. Howard,

Please find attached the Neos' /AST/Kronos response to the City of Austin's request for a Best and Final Offer (BAFO) for RFQ 25461. We appreciate the City elevating us as a finalist and providing an opportunity to propose this BAFO, to meet the requirements set forth by the City of Austin for the Workforce Management System.

I would like to highlight the following items in our BAFO pricing to the City's Evaluation Team:

- Neos, AST and Kronos have worked closely to provide a significant reduction in the overall cost of phase 1 - Time & Attendance, Labor Scheduling, and Leave Management Solution our proposal of approximately **\$77,850 or about 2.5%** reduction of the Phase 1, cost as proposed on July 31, 2017.
- We have provided a fixed price, all-inclusive bid including travel for phase 1- Time & Attendance, Labor Scheduling and Leave Management Solution.
- For Phases 2-5 we have provided budgetary estimates inclusive of travel.
- We evaluate an RFP response based upon each customer's unique requirements and develop a targeted implementation approach based on our 21+ years of experience implementing these products for Public Sector customers. This implementation plan to the City of Austin reflects a substantial cost reduction from our original aggressive proposal. We fine-tuned our proposal based upon the information gained from the City in our presentation and subsequent interactions.

The following documents are attached:

- Revised Appendix D - Cost Worksheet

If you have any questions regarding this BAFO response, please feel free to contact me at (512) 299-5148 or via email at jquade@astcorporation.com. We look forward to partnering with the City of Austin, on this important initiative.

Sincerely,



Jeff Quade
Account Manager, AST LLC

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Appendix D: Cost Workbook

Total Cost Summary

Neos/AST/Kronos

Total Cost Summary: Phase 1: Time & Attendance, Labor Scheduling, and Leave Management Solution	
Description	Total One-time Costs
Deliverables	\$1,990,550.00
Maintenance & Operations Support	\$0.00
Software (Stage 1)	\$334,968.00
Software (Stage 2)	\$674,304.00
Subtotal	\$2,999,822.00

Total Cost Summary: Future Phases*			
	Software	Total - Payroll Option 1	Total - Payroll Option 2
Phase 2: Workforce Management (WFM) Extended	\$0.00	\$0.00	\$0.00
Phase 3: HR Core	\$564,300.00	\$2,118,500.00	\$2,118,500.00
Phase 4: Compensation	\$118,800.00	\$2,092,200.00	\$2,092,200.00
Phase 5: Recruitment	\$224,400.00	\$589,600.00	\$589,600.00
Phase 6: Talent Management	\$316,800.00	\$686,400.00	\$686,400.00
Phase 7: Case Management	\$51,372.50	\$394,572.50	\$394,572.50
Phase 8: Payroll Management	\$311,504.00	NA	\$2,580,704.00
Subtotal	\$1,587,176.50	\$5,881,272.50	\$8,461,976.50

Note: Does not include M&O costs for future phases as Respondents are not required to provide a project schedule for future phases at this time

Appendix D: Cost Workbook

Labor Rates

Neos/AST, LLC

Staff Position	Hourly Rate*	Respondent or Subcontractor Name
Project Executive/Program Manager	\$204.00	AST
Project Manager	\$204.00	AST
Change Management Lead	\$176.00	AST
Solution Architect	\$204.00	AST/Kronos
Functional Lead	\$194.00	AST/Kronos
Functional Consultant	\$194.00	AST
Technical Lead	\$205.00	AST/Kronos
Senior Technical Analyst	\$205.00	AST/Kronos
Technical Analyst	\$176.00	AST
Training Lead	\$205.00	AST/Kronos
Functional Lead (Offshore)	\$55.00	AST
Technical Analyst (Offshore)	\$55.00	AST

Travel related costs will be additional

Appendix D: Cost Workbook

Deliverables

Neos/AST, LLC

Phase 1 - Time & Attendance, Labor Scheduling, and Leave Management Deliverables		
ID	Description	Total One-Time Costs
1	Project Schedule	\$64,950
2	Project Status Reports and Monthly Project Steering Committee Reports	\$64,950
3	Project Kickoff Presentation	\$64,950
4	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	\$64,950
5	Configuration Management Plan	\$64,950
6	Training & Knowledge Transfer Plan	\$64,950
7	Project Management Plan	\$64,950
8	Organizational Readiness Assessment	\$64,950
9	Organizational Change Management Plan	\$64,950
10.1	Organizational Change Management Effectiveness Assessment (Stage 1)	\$64,950
10.2	Organizational Change Management Effectiveness Assessment (Stage 2)	\$64,950
11.1	Business Requirements Design Document (Stage 1)	\$64,950
11.2	Business Requirements Design Document (Stage 2)	\$64,950
12.1	System Design Specifications (Stage 1)	\$64,950
12.2	System Design Specifications (Stage 2)	\$64,950
13	System Security Plan	\$64,950
14	Business Continuity Plan	\$64,950
15.1	Test Plan and Test Scripts (Stage 1)	\$64,950
15.2	Test Plan and Test Scripts (stage 2)	\$64,950
16.1	Data Migration (Stage 1)	\$64,950
16.2	Data Migration (Stage 2)	\$64,950
17.1	System Test Execution Report (Stage 1)	\$64,950
17.2	System Test Execution Report (Stage 2)	\$64,950
18.1	Support User Acceptance Testing (UAT) - Stage 1	\$64,950
18.2	Support User Acceptance Testing (UAT) - Stage 2	\$64,950
19.1	Conduct Training and Provide Training Materials (Stage 1)	\$66,810
19.2	Conduct Training and Provide Training Materials (Stage 2)	\$105,150
20	Production Support Plan	\$64,950
21	Deployment Plan	\$64,950
22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	Deliverables	\$64,940

Notes:	
1	Weekly Status Reports are project management deliverables that will not be invoiced separately. The price for weekly status reports is included in the monthly status reports costs.
2	Respondents may insert additional rows for deliverables based on Respondent best practices and proposal. For example, if the Respondent is proposing multiple iterations of the solution to be implemented, then there will be multiple versions of the relevant deliverables. It is the responsibility of the Respondent to ensure that spreadsheet calculations are correct.
3	All costs/pricing must be tied to deliverables in this tab.

#	<Insert any additional deliverables proposed by Respondent>	\$0	
	Total Deliverables Cost for Phase	\$1,990,850	
		Total One-time Costs - Payroll Option 1	Total One-time Costs - Payroll Option 2
ID	Phase 2 - Workforce Management Extended		
	Description		
1	Project Schedule	\$0	\$0
2	Project Status Reports and Monthly Project Steering Committee Reports	\$0	\$0
3	Project Kickoff Presentation	\$0	\$0
4	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	\$0	\$0
5	Configuration Management Plan	\$0	\$0
6	Training & Knowledge Transfer Plan	\$0	\$0

7	Project Management Plan	\$0	\$0
8	Organizational Readiness Assessment	\$0	\$0
9	Organizational Change Management Plan	\$0	\$0
10	Organizational Change Management Effectiveness Assessment	\$0	\$0
11	Business Requirements Design Document	\$0	\$0
12	System Design Specifications	\$0	\$0
13	System Security Plan	\$0	\$0
14	Business Continuity Plan	\$0	\$0
15	Test Plan and Test Scripts	\$0	\$0
16	Data Migration	\$0	\$0
17	System Test Execution Report	\$0	\$0
18	Support User Acceptance Testing (UAT)	\$0	\$0
19	Conduct Training and Provide Training Materials	\$0	\$0
20	Production Support Plan	\$0	\$0
21	Deployment Plan	\$0	\$0
22	Go Live	\$0	\$0
	<Insert any additional deliverables proposed by Respondent>	\$0	\$0
Total Deliverables Cost for Phase		\$0	\$0

ID	Phase 3 - HR Core	Total One-time Costs - Payroll Option 1	Total One-time Costs - Payroll Option 2
	Description		
1	Project Schedule	\$70,200	\$70,200
2	Project Status Reports and Monthly Project Steering Committee Reports	\$70,200	\$70,200
3	Project Kickoff Presentation	\$70,200	\$70,200
4	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	\$70,200	\$70,200
5	Configuration Management Plan	\$70,200	\$70,200
6	Training & Knowledge Transfer Plan	\$70,200	\$70,200
7	Project Management Plan	\$70,200	\$70,200
8	Organizational Readiness Assessment	\$70,200	\$70,200
9	Organizational Change Management Plan	\$70,200	\$70,200
10	Organizational Change Management Effectiveness Assessment	\$70,200	\$70,200
11	Business Requirements Design Document	\$80,000	\$80,000
12	System Design Specifications	\$70,200	\$70,200
13	System Security Plan	\$70,200	\$70,200
14	Business Continuity Plan	\$70,200	\$70,200
15	Test Plan and Test Scripts	\$70,200	\$70,200
16	Data Migration	\$70,200	\$70,200
17	System Test Execution Report	\$70,200	\$70,200
18	Support User Acceptance Testing (UAT)	\$70,200	\$70,200
19	Conduct Training and Provide Training Materials	\$70,200	\$70,200
20	Production Support Plan	\$70,200	\$70,200
21	Deployment Plan	\$70,200	\$70,200
22	Go Live	\$70,200	\$70,200
	<Insert any additional deliverables proposed by Respondent>	\$0	\$0
Total Deliverables Cost for Phase		\$1,554,200	\$1,554,200

ID	Phase 4 - Compensation	Total One-time Costs - Payroll Option 1	Total One-time Costs - Payroll Option 2
	Description		
1	Project Schedule	\$89,700	\$89,700
2	Project Status Reports and Monthly Project Steering Committee Reports	\$89,700	\$89,700
3	Project Kickoff Presentation	\$89,700	\$89,700

4	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	\$89,700	\$89,700
5	Configuration Management Plan	\$89,700	\$89,700
6	Training & Knowledge Transfer Plan	\$89,700	\$89,700
7	Project Management Plan	\$89,700	\$89,700
8	Organizational Readiness Assessment	\$89,700	\$89,700
9	Organizational Change Management Plan	\$89,700	\$89,700
10	Organizational Change Management Effectiveness Assessment	\$89,700	\$89,700
11	Business Requirements Design Document	\$89,700	\$89,700
12	System Design Specifications	\$89,700	\$89,700
13	System Security Plan	\$89,700	\$89,700
14	Business Continuity Plan	\$89,700	\$89,700
15	Test Plan and Test Scripts	\$89,700	\$89,700
16	Data Migration	\$89,700	\$89,700
17	System Test Execution Report	\$89,700	\$89,700
18	Support User Acceptance Testing (UAT)	\$89,700	\$89,700
19	Conduct Training and Provide Training Materials	\$89,700	\$89,700
20	Production Support Plan	\$89,700	\$89,700
21	Deployment Plan	\$89,700	\$89,700
22	Go Live	\$89,700	\$89,700
	<Insert any additional deliverables proposed by Respondent>	\$0	\$0
Total Deliverables: Cost for Phase		\$1,973,400	\$1,973,400

ID	Phase 5 - Recruitment	Total One-time Costs - Payroll Option 1	Total One-time Costs - Payroll Option 2
	Description		
1	Project Schedule	\$16,600	\$16,600
2	Project Status Reports and Monthly Project Steering Committee Reports	\$16,600	\$16,600
3	Project Kickoff Presentation	\$16,600	\$16,600
4	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	\$16,600	\$16,600
5	Configuration Management Plan	\$16,600	\$16,600
6	Training & Knowledge Transfer Plan	\$16,600	\$16,600
7	Project Management Plan	\$16,600	\$16,600
8	Organizational Readiness Assessment	\$16,600	\$16,600
9	Organizational Change Management Plan	\$16,600	\$16,600
10	Organizational Change Management Effectiveness Assessment	\$16,600	\$16,600
11	Business Requirements Design Document	\$16,600	\$16,600
12	System Design Specifications	\$16,600	\$16,600
13	System Security Plan	\$16,600	\$16,600
14	Business Continuity Plan	\$16,600	\$16,600
15	Test Plan and Test Scripts	\$16,600	\$16,600
16	Data Migration	\$16,600	\$16,600
17	System Test Execution Report	\$16,600	\$16,600
18	Support User Acceptance Testing (UAT)	\$16,600	\$16,600
19	Conduct Training and Provide Training Materials	\$16,600	\$16,600
20	Production Support Plan	\$16,600	\$16,600
21	Deployment Plan	\$16,600	\$16,600
22	Go Live	\$16,600	\$16,600
	<Insert any additional deliverables proposed by Respondent>	\$0	\$0
Total Deliverables: Cost for Phase		\$365,200	\$365,200

ID	Phase 6 - Talent Management	Total One-time Costs - Payroll Option 1	Total One-time Costs - Payroll Option 2
	Description		

1	Project Schedule	\$16,800	\$16,800
2	Project Status Reports and Monthly Project Steering Committee Reports	\$16,800	\$16,800
3	Project Kickoff Presentation	\$16,800	\$16,800
4	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	\$16,800	\$16,800
5	Configuration Management Plan	\$16,800	\$16,800
6	Training & Knowledge Transfer Plan	\$16,800	\$16,800
7	Project Management Plan	\$16,800	\$16,800
8	Organizational Readiness Assessment	\$16,800	\$16,800
9	Organizational Change Management Plan	\$16,800	\$16,800
10	Organizational Change Management Effectiveness Assessment	\$16,800	\$16,800
11	Business Requirements Design Document	\$16,800	\$16,800
12	System Design Specifications	\$16,800	\$16,800
13	System Security Plan	\$16,800	\$16,800
14	Business Continuity Plan	\$16,800	\$16,800
15	Test Plan and Test Scripts	\$16,800	\$16,800
16	Data Migration	\$16,800	\$16,800
17	System Test Execution Report	\$16,800	\$16,800
18	Support User Acceptance Testing (UAT)	\$16,800	\$16,800
19	Conduct Training and Provide Training Materials	\$16,800	\$16,800
20	Production Support Plan	\$16,800	\$16,800
21	Deployment Plan	\$16,800	\$16,800
22	Go Live	\$16,800	\$16,800
	<Insert any additional deliverables proposed by Respondent>	\$0	\$0
	Total Deliverables Cost for Phase	\$369,600	\$369,600
ID	Description	Total One-time Costs - Payroll Option 1	Total One-time Costs - Payroll Option 2
1	Project Schedule	\$15,600	\$15,600
2	Project Status Reports and Monthly Project Steering Committee Reports	\$15,600	\$15,600
3	Project Kickoff Presentation	\$15,600	\$15,600
4	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	\$15,600	\$15,600
5	Configuration Management Plan	\$15,600	\$15,600
6	Training & Knowledge Transfer Plan	\$15,600	\$15,600
7	Project Management Plan	\$15,600	\$15,600
8	Organizational Readiness Assessment	\$15,600	\$15,600
9	Organizational Change Management Plan	\$15,600	\$15,600
10	Organizational Change Management Effectiveness Assessment	\$15,600	\$15,600
11	Business Requirements Design Document	\$15,600	\$15,600
12	System Design Specifications	\$15,600	\$15,600
13	System Security Plan	\$15,600	\$15,600
14	Business Continuity Plan	\$15,600	\$15,600
15	Test Plan and Test Scripts	\$15,600	\$15,600
16	Data Migration	\$15,600	\$15,600
17	System Test Execution Report	\$15,600	\$15,600
18	Support User Acceptance Testing (UAT)	\$15,600	\$15,600
19	Conduct Training and Provide Training Materials	\$15,600	\$15,600
20	Production Support Plan	\$15,600	\$15,600
21	Deployment Plan	\$15,600	\$15,600
22	Go Live	\$15,600	\$15,600
	<Insert any additional deliverables proposed by Respondent>	\$0	\$0
	Total Deliverables Cost for Phase	\$343,200	\$343,200

		Total One-time Costs - Payroll Option 1	Total One-time Costs - Payroll Option 2
ID	Phase 6 - Payroll Management		
	Description		
1	Project Schedule	NA	\$102,700
2	Project Status Reports and Monthly Project Steering Committee Reports	NA	\$102,700
3	Project Kickoff Presentation	NA	\$102,700
4	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	NA	\$102,700
5	Configuration Management Plan	NA	\$102,700
6	Training & Knowledge Transfer Plan	NA	\$102,700
7	Project Management Plan	NA	\$102,700
8	Organizational Readiness Assessment	NA	\$102,700
9	Organizational Change Management Plan	NA	\$102,700
10	Organizational Change Management Effectiveness Assessment	NA	\$102,700
11	Business Requirements Design Document	NA	\$112,500
12	System Design Specifications	NA	\$102,700
13	System Security Plan	NA	\$102,700
14	Business Continuity Plan	NA	\$102,700
15	Test Plan and Test Scripts	NA	\$102,700
16	Data Migration	NA	\$102,700
17	System Test Execution Report	NA	\$102,700
18	Support User Acceptance Testing (UAT)	NA	\$102,700
19	Conduct Training and Provide Training Materials	NA	\$102,700
20	Production Support Plan	NA	\$102,700
21	Deployment Plan	NA	\$102,700
22	Go Live	NA	\$102,700
	<Insert any additional deliverables proposed by Respondent>	NA	\$0
	Total Deliverables Cost for Phase	\$0	\$2,269,200

Appendix D: Cost Workbook

Maintenance Support and Operations Support

Neos/AST, LLC

Maintenance Support and Operations Support		Monthly Cost
Description		
Phase 1: Time & Attendance, Labor Scheduling, and Leave Management		N/A
Monthly Maintenance Support and Operations Support		
INSTRUCTIONS: Add an additional line for each month proposed in the Respondent's project schedule for Phase 1: Time & Attendance, Labor Scheduling, and Leave Management phase (including Stage 1 and Stage 2). Each line should quantify a monthly fixed cost for maintenance support and operations support that meets RFP requirements.		
The number of months must match the SOW timeline requirements and be consistent with the Respondent's proposed number of months of the project (e.g., proposed project plan, proposed number of monthly status reports).		
Month 1		
Month 2		
Month 3		
<Insert additional lines as needed>		
Total Maintenance and Support Costs for Phase 1		\$0
Future Phases		
Description		Monthly Cost
Phase 2	Workforce Management Extended	
Avg. Monthly Maintenance Support and Operations Support		
Phase 3	HR Core	
Avg. Monthly Maintenance Support and Operations Support		
Phase 4	Compensation	
Avg. Monthly Maintenance Support and Operations Support		
Phase 5	Recruitment	
Avg. Monthly Maintenance Support and Operations Support		
Phase 6	Talent Management	
Avg. Monthly Maintenance Support and Operations Support		
Phase 7	Case Management	
Avg. Monthly Maintenance Support and Operations Support		
Phase 8	Payroll Management	
Avg. Monthly Maintenance Support and Operations Support		

Notes:

- | | |
|---|--|
| 1 | Respondents may insert additional rows for additional monthly charges based on Respondent best practices and proposal. It is the responsibility of the Respondent to ensure that spreadsheet calculations are correct. |
| 2 | For future project phases, please provide the average expected monthly cost for Maintenance & Operations Support |

Appendix D: Cost Workbook
Maintenance Support and Operations Support

Neos/AST, LLC

Maintenance Support and Operations Support		Monthly Cost
Description		
Phase 1: Time & Attendance, Labor Scheduling, and Leave Management		N/A
Monthly Maintenance Support and Operations Support		
INSTRUCTIONS: Add an additional line for each month proposed in the Respondent's project schedule for Phase 1: Time & Attendance, Labor Scheduling, and Leave Management phase (including Stage 1 and Stage 2). Each line should quantify a monthly fixed cost for maintenance support and operations support that meets RFP requirements.		
The number of months must match the SOW timeline requirements and be consistent with the Respondent's proposed number of months of the project (e.g., proposed project plan, proposed number of monthly status reports).		
Month 1		
Month 2		
Month 3		
<Insert additional lines as needed>		
Total Maintenance and Support Costs for Phase 1		\$0
Future Phases		
Description		Monthly Cost
Phase 2	Workforce Management Extended	
	Avg. Monthly Maintenance Support and Operations Support	
Phase 3	HR Core	
	Avg. Monthly Maintenance Support and Operations Support	
Phase 4	Compensation	
	Avg. Monthly Maintenance Support and Operations Support	
Phase 5	Recruitment	
	Avg. Monthly Maintenance Support and Operations Support	
Phase 6	Talent Management	
	Avg. Monthly Maintenance Support and Operations Support	
Phase 7	Case Management	
	Avg. Monthly Maintenance Support and Operations Support	
Phase 8	Payroll Management	
	Avg. Monthly Maintenance Support and Operations Support	

Notes:

1	Respondents may insert additional rows for additional monthly charges based on Respondent best practices and proposal. It is the responsibility of the Respondent to ensure that spreadsheet calculations are correct.
2	For future project phases, please provide the average expected monthly cost for Maintenance & Operations Support

Appendix D: Cost Workbook Software

Neos/AST, LLC

Phase 1 System Software Licensing - Time & Attendance, Labor Scheduling, and Leave Management Solution				
ID	Description	Quantity (Use '1' for unlimited users)	Unit Price	Price
1	Stage 1 Core Licensing Cost - Stage 1 Prototype for Time, Attendance and Leave Management	4,600	\$50.16	\$230,736
2	Stage 1 Advanced Scheduling Cost - Stage 1 Prototype (1300 Fire licenses & 400 Austin Energy employees)	1,700	\$53.88	\$91,596
3	Stage 1 Advanced Bidding Cost - Stage 1 Prototype (for 1300 Fire 1300 employee Licenses)	1,300	\$9.72	\$12,636
4	Stage 2 Core Licensing Cost - Stage 2 Citywide for Time, Attendance and Leave Management	10,400	\$50.16	\$521,664
5	Stage 2 Advanced Scheduling Cost - Stage 2 Citywide (adds 2400 Police Dept Employees)	2,400	\$53.88	\$129,312
6	Stage 2 Advanced Bidding Cost - Stage 2 Citywide (for 2400 Police employee Licenses)	2,400	\$9.72	\$23,328
7	FY2019 Licensing Costs - Time, Attendance and Leave Management (15,810 licenses)	15,810	\$50.16	\$793,030
8	FY2019 Licensing Costs - Advanced Scheduling (4100 employee Licenses)	4,100	\$53.88	\$220,908
9	FY2019 Licensing Costs - Advanced Bidding for Fire & Police (3700 licenses)	3,700	\$9.72	\$35,964
10	FY2020 Licensing Costs - Time, Attendance and Leave Management (16,126 Licenses)	16,126	\$50.16	\$808,880
11	FY2020 Licensing Costs - Advanced Scheduling (4100 employee Licenses)	4,100	\$53.88	\$220,908
12	FY2020 Licensing Costs - Advanced Bidding for Fire & Police (3700 licenses)	3,700	\$9.72	\$35,964
13	FY2021 Licensing Costs - Time, Attendance and Leave Management (16,449 licenses)	16,449	\$50.16	\$825,082
14	FY2021 Licensing Costs - Advanced Scheduling (4100 employee Licenses)	4,100	\$53.88	\$220,908
15	FY2021 Licensing Costs - Advanced Bidding for Fire & Police (3700 licenses)	3,700	\$9.72	\$35,964
16	FG2022 Licensing Costs - Time, Attendance and Leave Management (16,778 licenses)	17,778	\$50.16	\$891,744
17	FG2022 Licensing Costs - Advanced Scheduling (4100 employee Licenses)	4,100	\$53.88	\$220,908
18	FG2022 Licensing Costs - Advanced Bidding for Fire & Police (3700 licenses)	3,700	\$9.72	\$35,964
	Other (specify)			\$0
5 Year System Software Licensing Cost Subtotal				\$5,355,496

Phase 2 Workforce Management Extended				
ID	Description	Quantity (Use '1' for unlimited users)	Unit Price	Price
				\$0
	Other (specify)			\$0
System Software Licensing Cost Subtotal				\$0

Phase 3 HR Core

ID	Description	Quantity (Use '1' for unlimited users)	Unit Price	Price
1	Technical Components (Required for Phases 2-8)			
1a	Data Visualization Cloud Service,	50	\$60	\$3,000
1b	Transparent Data Encryption for Oracle Fusion Security Cloud Service, Each	1	\$10,000	\$10,000
1c	Data Masking for Fusion Cloud Services, Each	1	\$10,000	\$10,000
1d	Oracle Load Testing Cloud Service for Fusion, 5 Business Flows	1	\$10,000	\$10,000
1e	Additional Test Environment 1-Oracle Cloud , Each Test Environment	1	\$16,500	\$16,500
	Fusion Human Capital Management Base Cloud Service, Hosted	15,000	\$34	
2	Employee			\$514,800
	Other (specify)			\$0
System Software Licensing Cost Subtotal				\$564,300

Phase 4 Compensation

ID	Description	Quantity (Use '1' for unlimited users)	Unit Price	Price
1	Fusion Workforce Compensation Cloud Service, Hosted Named User	15,000	\$8	\$118,800
2	Fusion Human Capital Management Base Cloud Service, Hosted Employee			Included in Phase 3
	Other (specify)			\$0
System Software Licensing Cost Subtotal				\$118,800

Phase 5 Recruitment

ID	Description	Quantity (Use '1' for unlimited users)	Unit Price	Price
1	Taleo Talent Acquisition Cloud Service, Hosted Employee	15,000	\$13	\$198,000
2	Taleo Scheduling Cloud Service, Hosted Employee	15,000	\$1	\$19,800
3	Additional Test Environment -Oracle Taleo Cloud Service, Test Environment	1	\$6,600	\$6,600
	Other (specify)			\$0
System Software Licensing Cost Subtotal				\$224,400

Phase 6 Talent Management

ID	Description	Quantity (Use '1' for unlimited users)	Unit Price	Price
1	Fusion Performance Management Cloud Service, Hosted Named User	15,000	\$5	\$79,200
2	Fusion Goal Management Cloud Service, Hosted Named User	15,000	\$5	\$79,200
3	Fusion Talent Review and Succession Management Cloud Service, Hosted Named User	15,000	\$3	\$39,600

ID	Description	Quantity (Use '1' for unlimited users)	Unit Price	Price
1	RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named User	20	\$420	\$8,400
2	RightNow Universal Core Tier 1 Sessions, 100 sessions Monthly capacity	200	\$19	\$3,840
3	RightNow Universal Tier 3 Sessions (Policy Automation), 100 sessions Monthly capacity	150	\$99	\$14,850
4	Policy Automation Collaboration Cloud Services, Hosted Named User	50	\$300	\$15,000
5	Policy Automation for Agents Cloud Services, Hosted Named User	10	\$328	\$3,283
6	Oracle RightNow Emails Sent Monthly, 100 Emails Sent	25	\$240	\$6,000
	Other (specify)			\$0
System Software Licensing Cost Subtotal				\$51,373

Phase 8 Payroll Management				
ID	Description	Quantity (Use '1' for unlimited users)	Unit Price	Price
1	Fusion Global Payroll Cloud Services, Hosted Named User	15,000	\$18.48	\$277,200
2	ADP Services for Tax Reporting	15,000	\$2.29	\$34,304
3	Fusion Human Capital Management Base Cloud Service, Hosted Employee			Included in Phase 3 Pricing
	Other (specify)			\$0
System Software Licensing Cost Subtotal				\$311,504

Note: If providing a per user cost, please assume:

Phase 1 Stage 1 - Prototype 6,865 users

Phase 1 Stage 2 - Citywide 15,000 users

Phase 1 FY2019 15,810 users

Phase 1 FY2020 16,126 users

Phase 1 FY2021 16,449 users

Phase 1 FY2022 17,778 users

Future Phases (2 - 8) 15,000 users

Phase 1 FY2022 17,778 users

Future Phases (2 - 8) 15,000 users

Phase 1 FY2022 17,778 users

Future Phases (2 - 8) 15,000 users

Appendix D: Cost Workbook

Cost Assumptions

Neos/AST, LLC

Item #	Proposal Section, Page, Paragraph	Description	Rationale	Cost Impact If the Assumption Turns Out Not to be Valid
1		During the Conduct Training and Provide Training Materials (Stage 2) an optional custom training package can be purchased. This cost is NOT represented in the investment summary provided.	To minimize customization effort for the City	\$ 87,320
2		Optional advanced testing services for the prototype and the citywide deployment can be purchased to provide additional testing support.	To assist the City with writing detailed scripts and conducting testing	\$ 125,475
3		Optional Citywide Assessment during the Prototype. This cost is NOT represented in the investment summary provided.	To identify global paramaters, naming conventions and identy likely structural changes in later phases due of change in HR and Payroll	\$ 7,175
4		The fixed fee for Phase 1 includes up to 42 onsite trips to the City of Austin for Phase 1 Time & Attendance, Labor Scheduling, and Leave Management Solution. Additional travel shall cost increase in fees and shall require a change order from the City		
5		The fixed fee for Phases 2-8 includes up to 280 onsite trips to the City of Austin. Additional travel shall cost increase in fees and shall require a change order from the City		
6		Cost for services was spread evenly across all deliverables during all phases.		
7		The deliverable tab does not reflect a billing schedule.	Kronos and City of Austin will need to collaborate to determine a milestone payment schedule. For example: Training is usually billed in the first milestone payment since training events will occur in multiple miltestones.	NA

8		The Oracle software pricing estimate is provided for budgetary purposes only. This pricing is intended to further our discussions, it is not eligible for acceptance by City of Austin and is not a part of a binding contract between the City of Austin and Oracle for the products and/or services specified. User minimums and licensing rules may apply to the products specified. If the City of Austin would like to purchase the products and/or services specified in this response, please ask Oracle to issue you a formal quote utilizing the Texas DIR contract DIR-TSO-2539 for your acceptance and execution and return to Oracle. Your order will be effective only upon Oracle's acceptance of the formal		
9		Service Costs for Phases 2-8 in the Deliverables tab have been stated with the assumption that each phase will be implemented separately. Service costs can potentially do down if some phases are combined together since the Management Costs will be consolidated.		TBD. Dependent on grouping of phases.
10		Software Costs for Phases 2-8 have been stated assuming all of the software licenses will be procured by the City of Austin. Discount has been provided based on bundled price. Removal of software need not necessarily result in reduction of costs		NA
11	2.3.2 Page 22	Payroll Option 1 has not been priced separately. Integration needs to Banner for Payroll Option 1 will be required in the Phases 2-7 when those phases are deployed. Since the integration efforts are included in the respective phases, Payroll Option 1 has not be stated as it would result in duplicaiton of costs.		NA
12		Pricing for Phases 2-8 includes offshore resources for some roles		
13		to reduce duplication of effort and to save money in phase 2, CRM portions will be implemented in phase 1 and phase 7		
14		The deliverable tab does not reflect a billing schedule.	AST/Kronos and City of Austin will need to collaborate to determine a milestone payment schedule. For example: Training is usually billed in the first milestone payment since training events will occur in multiple milestones.	N/A

Notes:

The Respondent is required to state all assumptions upon which its pricing is being determined. Assumptions that have no cost impact need not be specified here and should only be listed in the appropriate section of the Proposal. Insert as many lines as necessary to ensure all concerns are accurately expressed. Assumptions shall not conflict with the Terms and Conditions or Requirements of this DBITS SOW.



**Statement of Work (SOW)
For
Deliverables-Based Information
Technology Services**

City of Austin, TX

**Time & Attendance, Labor Scheduling, &
Leave Management Solution**

**Presented by:
Neos Consulting Group, LLC
DIR-SDD-1974**



July 7, 2017

Jane Neal
Procurement Specialist II
City of Austin Purchasing Office Financial Services
124 8th St., Third floor
Austin, 78701

Re: RFQ 25461, Time & Attendance Labor Scheduling and Leave Management Solution

Dear Ms. Neal:

This statement of work outlines the deliverables and timeline to be performed by Neos Consulting LLC ("Neos") for the City of Austin, TX ("Client" or "City") in the Time & Attendance Labor Scheduling and Leave Management Solution implementation. The document also captures the current understanding of the scope and time estimation, also contains details of the effort and responsibilities for both parties. Neos has selected Applications Software Technology, LLC ("AST") as its sole subcontractor. Due to AST's extensive background and capabilities with these type of services, AST will be responsible for all project activities for this SOW. Neos will perform contractual oversight and quality assurance.

Our proposed solution for the City of Austin includes Kronos Workforce Central (WFC) and Workforce TeleStaff (WFT) for Time, Attendance, Leave, Accruals and Public Safety Scheduling. Workforce Central is Kronos' flagship product designed for mid to large sized organizations with more complicated pay rules, organizational structures and deployments. Available via Software as a Service (SaaS), the product is robust enough to meet the needs of organizations no matter their size or complexity. Workforce TeleStaff is a unique scheduling application created specifically for the needs of public safety organizations. Deployed by over 950 departments, Sherriff's departments and correctional facilities choose TeleStaff to help their staff easily build rosters, and automatically backfill shift vacancies.

Although this first phase of the project is limited to the deployment of a new electronic timekeeping solution, we recognize the City's desire to make a major transformation of its Human Resources organization. In addition to the Kronos Timekeeping and Scheduling solution, we are also recommending the Oracle Human Capital Management and Talent Management Cloud solution for future phases 2-8. Oracle and Kronos have joined forces to offer Public Sector customers like Austin, TX a seamless, end-to-end HCM solution. The tight integration between these two industry leading HCM software packages provides a simplified deployment and quicker time to value through deeper functionality across all HCM and workforce management functions and a more engaging user experience.

Neos is pleased to partner with AST on this project. AST has a history of tackling the most challenging Municipal Government HCM implementation and support initiatives with an unprecedented record of achievement. AST will leverage its 20+ years' worth of experience implementing hundreds of HR solutions to help the City accelerate adoption and quickly realize the value of our proposed Kronos and Oracle Fusion HCM solution. The AST team has previously deployed the combined Kronos/Oracle solution for Public Sector customers including the largest shared Municipal implementation of the 2 solutions for Hillsborough County and the City of Tampa, FL.

NEOS CONSULTING GROUP, LLC
504 LAVACA STREET, SUITE 1005
AUSTIN, TX 78701



Even more important than AST's experience is the fact that their consultants have lead the way in migrating Public Sector customers to the cloud. AST was one of the first systems integrators to aggressively transform its business for cloud computing. And as early adopters of new Cloud technologies, our team is in close contact with Product Development teams for quick resolution of issues and release of software patches.

With Neos and AST as your trusted partners, the City of Austin, TX will benefit from proven and versatile solutions that minimize risk. Our proposed Kronos and Oracle solutions meet and exceed the timekeeping, scheduling, and workforce management requirements presented in the RFP. Both Kronos and Oracle offer configurable and tightly integrated commercial off the shelf solutions. This makes our proposed solution not only easy to own, but easy to implement. Our team's approach to this implementation will add tremendous value while realizing a quick return on your investment. We look forward to working with the City on this important initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Carter".

Richard Carter
Vice President
Neos Consulting Group, LLC
512 799.2360
richard.carter@neosconsulting.com



CITY OF AUSTIN, TEXAS
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

RFQ SOLICITATION NO: RFQ 25461

COMMODITY/SERVICE DESCRIPTION: Time & Attendance
Labor Scheduling and Leave Management Solution

DATE ISSUED: 5/11/2017

TENATIVE PRE-QUOTE CONFERENCE TIME AND DATE:
05/25/2017

COMMODITY CODE: Insert Code

LOCATION: City of Austin
1124 S. IH-35, Austin TX 78704

QUOTE DUE PRIOR TO: 06/22/2017 4:00 pm

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

Jane Neal
Procurement Specialist II
City of Austin Purchasing Office Financial
Services.

Phone: (512) 974-3398
E-Mail: jane.neal@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL OR FAX TO:

E-MAIL: jane.neal@austintexas.gov
Fax: (512) 974-3398

All vendors must be registered with the City prior to submitting a response to a City Solicitation.
Registration can be done through the City's on-line vendor registration system:
<http://www.austintexas.gov/departments/purchasing>

The vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

RFQ TABLE OF CONTENTS	PAGES
STANDARD PURCHASE DEFINITIONS - 0100	*
DEPARTMENT SOLICITATION INSTRUCTIONS – 0200D	74
STANDARD PURCHASE TERMS AND CONDITIONS-0300	*
SUPPLEMENTAL PURCHASE PROVISIONS- 0400D	3
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION - 0800	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Technical Issues Contact listed on the first page of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be emailed or faxed to you.

Instructions to Respondents of this RFQ

Your quote must be submitted with this form and the documents indicated in the Table of Contents above. Items quoted must meet or exceed City of Austin Specifications. The City reserves the right to determine "or equal" status. Quotes may be withdrawn at any time prior to the official closing by written notification. Quotes may not be altered, amended or withdrawn after the official closing.

The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the quoted price.

The City reserve the right to accept or reject, in part or whole, any quote submitted and to waive any minor technicalities that are in the best interest of the City.

All quotes must be submitted on FOB Destination basis, with all freight charges included in the item price.

Offers can either be faxed, emailed or mailed to the numbers or addresses listed in the solicitation.

Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Offer.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Neos Consulting Group, LLC

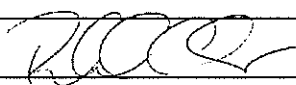
Company Address: 504 Lavaca Street, Suite 1005

City, State, Zip: Austin, TX 78701

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Richard Carter

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: 7/7/1

Email Address: richard.carter@neosconsulting.com

Phone Number: 512 799.2360

*** Completed Quote Sheet, must be submitted with this Offer Sheet to be considered for award.**

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4 EXECUTIVE SUMMARY

The City of Austin, TX (the City) is embarking on a complete transformation of their Human Capital Management process starting with SaaS-based Time & Attendance, Labor Scheduling, and Leave Management Solution. To do so, the City of Austin is seeking an experienced partner that will help make the transition from multiple, non-integrated applications across multiple organizations to a 21st Century SaaS solution. To provide the City of Austin the best cloud solution available in the market, Applications Software Technology, LLC (AST) has partnered with two highly integrated leaders in Human Management solutions-Kronos and Oracle.

Faced with the reality of today's challenging fiscal dynamics, city governments and their public safety organizations across North America are seeking ways to control labor costs, improve workforce productivity, and minimize compliance risk while sustaining quality and dependable services to their citizens and the general public. Experience has shown that public safety departments can address these challenges by effectively managing their most valuable — and expensive — strategic asset: their workforce. That's why for over a decade public safety organizations are continuing to implement the Kronos-TeleStaff Scheduling solution that is specifically designed to consolidate, centralize, and automate complex, policy-driven staffing mandates to meet the demands of 24/7 scheduling of City Police, Fire, EMS, Utility, Water and Energy Departments.

To resolve the City of Austin's needs for Austin Fire Department and Austin Energy, AST is proposing the TeleStaff Solution, a COTS automated scheduling system that has been battle-tested for nearly 20 years in the public safety arena.

As an existing Kronos customer with Austin EMS already using TeleStaff, adding TeleStaff to Austin Fire and Austin Energy will extend the value of automation Kronos delivers and offer you a solution from a trusted Workforce Management provider for Public Sector organizations. This solution comes standard with the ability for your Fire Department and Austin Energy personnel to record their time directly in the Telestaff solution and pass the data to Banner Payroll today.

Like many other cities ready to move past their manual workforce management processes, the City of Austin is at a transition point of automating its labor tracking and scheduling. AST, along with Kronos and Oracle are delivering you an integrated and automated solution that delivers accurate labor reporting, clear visibility into attendance, an easier way to staff to complex schedules and aids in compliance with labor laws including bargaining agreements for greater accountability.

AST is an elite Oracle Global Platinum Partner with 2 decades experience deploying Oracle HCM solutions. AST is also a trusted Kronos partner where we have both resold and successfully implemented (and integrated) Kronos and Oracle together. AST understands the nuances of these solutions and how best to configure them to support the City's specific business needs. We have implemented, upgraded, and supported Oracle's enterprise HR solutions since 1995 allowing us to bring unique insights into how functionality has evolved and how Fusion HCM can translate to the unique business processes of the City. We are working closely with Kronos on this project utilizing their expertise to augment our well-trained staff.

Our Human Capital Management (HCM) practice has completed hundreds of HCM transformation projects with clients that were facing similar challenges transitioning from disparate HR processes that result in duplicate data entry points, data inaccuracies, cumbersome reporting, and unreliable information. Over the years, our HCM practice has honed our capabilities during many projects working

with our clients on some of their most critical and strategic initiatives to achieve greater efficiency by reducing manual processes, improve productivity and fiscal stability.

Our consultants' expertise will be vital to fully realizing the improvements the City expects from its new integrated System. As both HR practitioners and technologists, they will provide expertise and insights into how best to re-design and align your business processes to the Kronos and Oracle Fusion Cloud capabilities. Working closely with your team they will help your staff learn to configure and adapt the solutions to your current and future business needs. Our extensive implementation experience, combined with the experience of our consultants, has helped AST build a repository of industry leading practices which we will leverage as part of your cloud implementation.

5 PRODUCT OVERVIEW

Section 1-Proposed Solution

Table 13. Proposed Solution by Phase

Phase 1 – Time & Attendance, Labor Scheduling, and Leave Management			
• Key Component	Proposed Solution(s)	Vendor(s)	Comments
• Time & Attendance	Workforce Central with Telestaff Scheduling Solution	Kronos Incorporated	Time & Attendance, Leave Management, Data collection, Telestaff Scheduling, Interface
• Labor Scheduling	Telestaff	Kronos Incorporated	
• Leave Management	Leave Management Module (WAM)	Kronos Incorporated	
• Core HR & Add-On Functionality			
Phase 2 – Workforce Management Extended			
• Key Component	Proposed Solution(s)	Vendor(s)	Comments
• Qualification Management	Fusion Human Capital Management Base Cloud Service	Oracle	See matrix responses for details
• Workforce Planning / Forecasting			
Phase 3 – HR Core			
• Phase	Proposed Solution(s)	Vendor(s)	Comments
• Personnel Administration	Fusion Human Capital Management Base Cloud Service	Oracle	See matrix responses for details
• Personnel Actions	Fusion Human Capital Management Base Cloud Service	Oracle	See matrix responses for details
• Position Management	Fusion Human Capital Management Base Cloud Service	Oracle	See matrix responses for details
Phase 4 – Compensation			

Phase	Proposed Solution(s)	Vendor(s)	Comments
• Benefits Administration	Fusion Human Capital Management Base Cloud Service	Oracle	See matrix responses for details
• Compensation Management & Planning	Fusion Human Capital Management Base Cloud Service	Oracle	See matrix responses for details
• Worker's Compensation Claim Management	Fusion Human Capital Management Base Cloud Service/Oracle RightNow Cloud Services/Oracle Policy Automation Cloud Services	Oracle	See matrix responses for details
Phase 5 – Recruitment			
Phase	Proposed Solution(s)	Vendor(s)	Comments
• Recruiting/ Applicant Tracking	Oracle Talent Acquisition Cloud Service	Oracle	See matrix responses for details
• Hiring/ Onboarding	Oracle Talent Acquisition Cloud Service	Oracle	See matrix responses for details
Phase 6 – Talent Management			
Phase	Proposed Solution(s)	Vendor(s)	Comments
• Performance Management	Oracle Goal Management and Performance Management Cloud Services	Oracle	See matrix responses for details
• Career & Succession Planning	Oracle Career Development and Talent Review and Succession Planning Cloud Services	Oracle	See matrix responses for details
• Learning / Training Management	Oracle Taleo Learn Cloud Service	Oracle	See matrix responses for details
Phase 7 – Case Management			

• Phase	Proposed Solution(s)	Vendor(s)	Comments
• Case Management (Complaint Tracking, Investigations, Grievances)	Oracle RightNow Cloud Services	Oracle	See matrix responses for details
Phase 8 – Banner Replacement			
• Phase	Proposed Solution(s)	Vendor(s)	Comments
• Payroll Management	Payroll Cloud Service for United States	Oracle	See matrix responses for details

Section 2-Product Overview for Phase 1: Time & Attendance, Labor Scheduling, and Leave Management

Like many other cities ready to move past their manual workforce management processes, the City of Austin, TX is at a transition point of automating its labor tracking and scheduling. An automated solution that delivers accurate labor reporting, visibility into attendance, an easier way to staff to complex schedules and aids in compliance with labor laws including bargaining agreements for greater accountability. It's important to select a vendor who meets the cities individual needs and has vast experience working with the Public Sector.

Kronos is that vendor and the solution provides a user-friendly experience for all who use it. The Kronos for Government solution not only addresses key problematic processes like payroll, benefits, and time-off requests, but also benefits those on the operations side by tracking labor to grants, interfacing with the Kronos TeleStaff product for public safety, and managing collective bargaining contracts. All with a real-time audit trail to ensure accountability.

Our proposed solution for the City of Austin includes Kronos Workforce Central (WFC) and Workforce TeleStaff (WFT) for Time, Attendance, Leave, Accruals and Public Safety Scheduling,

Workforce Central, provides a standard framework for the city to align operations and the workforce with all forms of demand – budget, services, security, and compliance. Through the implementation of Workforce Central, the city has the opportunity to achieve several benefits, including:

- ✦ Automated and accurate reporting of employee's time worked
- ✦ Prevention of Buddy Punching with Kronos's InTouch TimeClocks
- ✦ Visibility into labor costs such as overtime and leave accruals
- ✦ Reduced risk associated with FLSA, FMLA compliance and Union grievances

Workforce TeleStaff is designed to meet complex staffing needs such as those in 24/7 public safety organizations. The city will have the ability to consolidate, centralize, and automate complex, policy-driven staffing mandates by:

- ✦ Using criteria (skills, hours worked, seniority, etc.) to find the most qualified, certified, and available person for each task.
- ✦ Applying call-out features to contact employees automatically significantly freeing up Schedulers from making calls and managing overtime lists.
- ✦ Allowing employees' access to view their schedules, sign up for overtime and events, initiate trades, and request leave.
- ✦ Increased efficiencies for Public Safety from pre-processed payroll ready data

Kronos also interfaces with your existing Banner System today to provide the City of Austin an immediate increase in automation of Time & Attendance processes, but also to get an even greater return from the City's existing investment in the Banner Payroll System. Furthermore, Kronos offers tight integration to Oracle Fusion HCM which we have proposed for the Future Phases 2-8 of the City's HCM transformation.

Table 14. Product Capabilities and Features

Time & Attendance		
Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
<ul style="list-style-type: none"> Electronic Timesheets 	Y	Provides Electronic Timesheets out of Box
<ul style="list-style-type: none"> Time & Attendance Rule Engine (Complex) 	Y	Business rules engine uses a configurable building block approach to automating labor and pay policies.
<ul style="list-style-type: none"> Employee Self-Service 	Y	Workforce Central offers self-service capabilities on a PC, the InTouch Terminal (clock and self-service device), mobile app (iPhone & Android devices), tablet app (iPad). The PC or kiosk versions are accessed through a standard web browser
<ul style="list-style-type: none"> Manager Self-Service 	Y	Managers have their own Employee Home Page in addition to a Manager Home Page that provides them with easy access to employee data, based on who reports to who in Workforce. Manager self-service users can quickly access such information as pending performance reviews, compensation reports, and open positions. Managers can receive reminders of employee time-off requests, performance reviews, and other timely information.
<ul style="list-style-type: none"> Time Clocks & Integration 	Y	The Kronos InTouch provides an unrivaled user experience that reshapes the way you think about and the way employees interact with your workforce management system. All through a simple touch-screen time clock designed to meet your needs of tomorrow, today. See attached InTouch Datasheet in Appendix AA.

• Mobile App	Y	The Kronos® Workforce Mobile™ solution gives you a mobile connection to your Workforce Central® system Workforce Central offers process management/workflow capabilities that help
• Workflow	Y	You automate manual processes across your organization
• Ad-hoc Reporting	Y	Kronos® Workforce Central® provides 3 different options for reporting and all have some level of ad hoc selections. On-Line Interactive Reports called Workforce Genies Standard Reports discussed above that can be Viewed, Printed, Emailed, exported to Excel or even scheduled to be delivered when desired. Operational Reports designed to export to Excel and allow you to modify them as desired.
Key Questions		Vendor Provides Narrative Response
1. Year Software Solution Available	Kronos is proposing our Workforce Central Solution. Workforce Central has been on the market since 1998 and we are currently on Workforce Central version 8 which has been available since 2015.	
2. Current Release	The current release of Kronos Workforce Central is 8.0.13 and the current release of Kronos Workforce Telestaff is 6.2.	
3. If Acquired, Year Acquired	N/A	
4. # of Customers in Production	Widely recognized as a market and thought leader in managing the workforce, Kronos currently has, worldwide, over 7,000 Workforce Management customers and over 700 HR and Payroll customers. We have over 30,000 customer installations. These numbers are estimates, as Kronos does not specifically track this information. Kronos solutions are sold directly as well as through a third-party channel, which does not enable Kronos to maintain an accurate count of contracts or installs.	

5. # of Users in Production	Kronos has unrivaled reach with more than 40 million people using a Kronos solution every day.	
Labor Scheduling		
Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
<ul style="list-style-type: none">Basic Scheduling	Y	A basic scheduling within the Kronos Workforce Timekeeper allows standard schedules to be built. Schedule templates can be designed and used or free form schedules can be built.
<ul style="list-style-type: none">Complex Scheduling (Support Bargaining Agreements)	Y	Workforce Telestaff is designed with 24x7 agencies in mind and supports 24 hour shifts, critical area scheduling, ensuring that only qualified, certified, and available staff are scheduled, and other complexities such as FLSA requirements that Police, Fire, and EMS clients require.
<ul style="list-style-type: none">Employee Self-Service	Y	For Public Safety officers (Police, Fire, and EMS) as well as Utility employees, Workforce Telestaff also allows employee self service functions such as shift swap, time off requests, overtime, and special duty sign up.
<ul style="list-style-type: none">Manager Self-Service	Y	Workforce Manager™ adds key capabilities designed to empower your managers. Workforce Manager streamlines routine time and labor tasks, such as approving timecards or leave requests, and enabling managers to create, maintain, and edit schedules in real time.
<ul style="list-style-type: none">Pre-population of Timesheet with Schedule	Y	Kronos Workforce Timekeeper payrules can be configured to pre-populate the employees timesheet with the schedule. Additionally, Timekeeper allows exceptions to the schedule to be

		flagged (e.g. late in, absent, late out), as well as other rules to be applied such as overtime or call back pay for example.
• Mobile App	Y	Kronos Workforce Mobile and Tablet are native applications that allow employees to view their schedules and perform self service via their mobile devices.
• Workflow	Y	Automation of common business processes is standard functionality within the Workforce Central Suite. Process Manager, the Kronos configurable workflow engine, enables you to define process steps and routing through your organization.
• Ad-hoc Reporting	Y	
Key Questions Vendor Provides Narrative Response		
1. Year Software Solution Available	Kronos is proposing our Workforce Central Solution. Workforce Central has been on the market since 1998 and we are currently on Workforce Central version 8 which has been available since 2015.	
2. Current Release	The current release of Kronos Workforce Central is 8.0.13 and the current release of Kronos Workforce Telestaff is 6.2.	
3. If Acquired, Year Acquired	Kronos Incorporated is a privately held company. The company was founded by Mark S. Ain in 1977. His vision was to automate the employee timekeeping process by integrating microprocessor technology into time clocks. In 1979, Kronos shipped its first automated, standalone timekeeping system. The application became widely known as "time and attendance." This patented technology evolved into PC, client/server and Web-based solutions for labor management.	
4. # of Customers in Production	Workforce TeleStaff has been a trusted public safety scheduling and notification solution since 1997. As the industry leader, there are nearly 1,000 public safety customers to date across state, local, and federal markets that use Workforce TeleStaff. The technology and innovation behind TeleStaff will allow you to eliminate time and save money by enabling your organization to automate complex and labor- intensive workforce scheduling tasks, while increasing the capacity for strategic and tactical management of mission critical operations.	

5. # of Users in Production	Kronos typically does not track the requested data for scheduling. However, if Kronos is selected estimates could be delivered.	
Leave Management		
Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
<ul style="list-style-type: none">Absence Tracking via Electronic Timesheet	Y	Kronos Workforce Absence Manager solution automates and streamlines the application of your attendance and leave policies — no matter how complex — so you can enforce rules consistently and control the costs, risks, and productivity effects associated with employee absenteeism and leave.
<ul style="list-style-type: none">Leave Management (Tracking Leave Balances, Leave Requests)	Y	Kronos® Workforce Absence Manager™ includes Workforce Leave, which standardizes and streamlines the administration and enforcement of organizational, local, and City leave policies, for which noncompliance can put your organization at risk for costly fines and lawsuits. The solution allows you to control the abuse of intermittent leave time. This proven and configurable solution eliminates error-prone manual tasks so you can maintain current, accurate, and consistent employee leave records.
<ul style="list-style-type: none">Rule Engine (Support Complex Leave Rules and Calculations)	Y	Kronos Workforce Absence Manager includes Kronos Workforce Accruals which allows you to define and implement the City's various accrual policies. An accrual is any amount of time or money that employees earn or accrue, based on your company's accrual policies. Common examples are time for vacation, sick, personal and floating holidays. Employees can also

		accrue money for bonuses, travel allowances, or uniforms.
<ul style="list-style-type: none"> Employee Self-Service 	Y	Kronos Workforce Central offers self- service capabilities on a PC, the InTouch Terminal (clock and self-service device), mobile app (iPhone & Android devices), tablet app (iPad). The PC or kiosk versions are accessed through a standard web browser and supports, IE, Safari, Google Chrome, and Firefox.
<ul style="list-style-type: none"> Manager Self-Service 	Y	Workforce Manager™ adds key capabilities designed to empower your managers. Workforce Manager streamlines routine time and labor tasks, such as approving timecards or leave requests, and enabling managers to create, maintain, and edit schedules in real time.
<ul style="list-style-type: none"> Pre-population of Timesheet with Forecasted Leave 	Y	Workforce Leave allows you to track all types of leave, including paid and unpaid leave, automatically. It synchronizes absence-related data with schedules and timecards and updates them in real time. It enforces leave balances, limits unauthorized usage, and helps keep you in compliance. Workforce Leave checks for leave eligibility automatically, based on an employee's hours worked and hire date. Associated pay codes for both paid (e.g. sick) and unpaid (e.g. FMLA or State Leave) are validated against the leave case. At the same time it determines eligibility for state leave policies, which can have different rules that overlap FMLA.
<ul style="list-style-type: none"> Mobile App 		Employees can request both time off as well long term leave via the

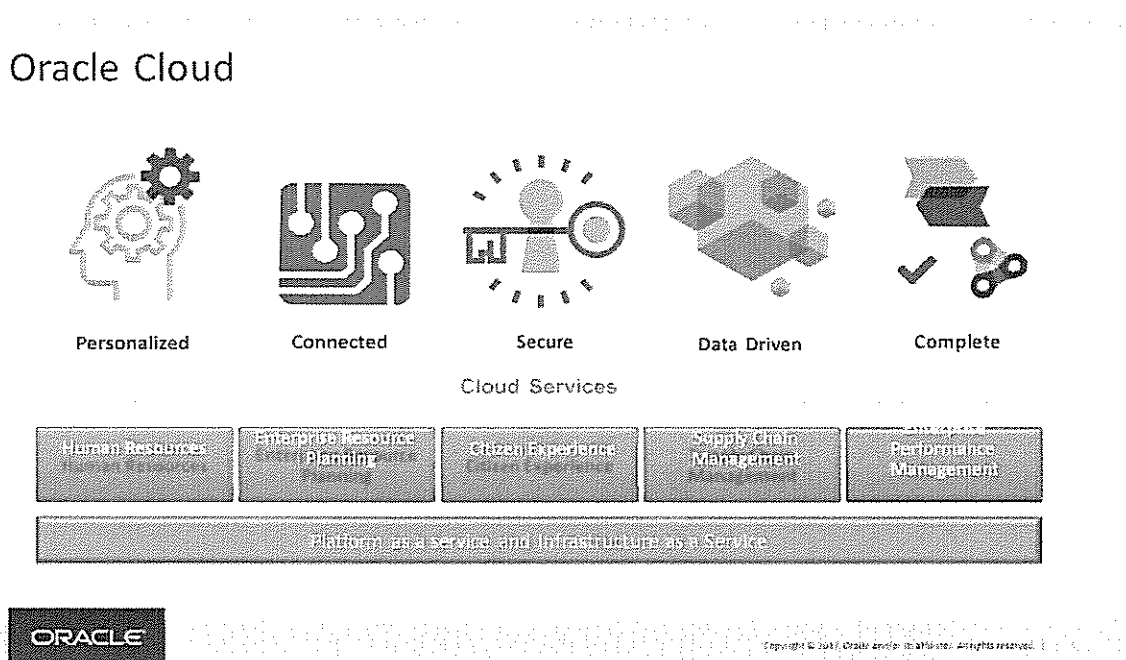
	Y	Kronos Mobile or Tablet application. Managers can review and approve time off requests as well.
• Workflow	Y	Workforce Leave can be configured with a leave case management workflow to include routing of leave cases, eligibility checks, document generation and due date tracking, reporting, and projection and commitment of leave time onto schedules and timesheets.
• Ad-hoc Reporting	Y	Kronos Workforce Absence Manager includes reports related to attendance, accruals (earnings, balances, takings), and leave reports. These are available within our standard reports and as part of online Genie view you can add reports with specific leave pay codes to the report on demand.

Key Questions	Vendor Provides Narrative Response
1. Year Software Solution Available	Kronos is proposing our Workforce Central Solution. Workforce Central has been on the market since 1998 and we are currently on Workforce Central version 8 which has been available since 2015.
2. Current Release	The current release of Kronos Workforce Central is 8.0.13
3. If Acquired, Year Acquired	N/A
4. # of Customers in Production	Widely recognized as a market and thought leader in managing the workforce, Kronos currently has, worldwide, over 7,000 Workforce Management customers and over 700 HR and Payroll customers. We have over 30,000 customer installations. These numbers are estimates, as Kronos does not specifically track this information.
5. # of Users in Production	Kronos has unrivaled reach with more than 40 million people using a Kronos solution every day.

Section 3-Product Overview(s) for Future Phases 2-8

Oracle Human Capital Management (HCM) Cloud is part of the Oracle Applications Cloud, which is an enterprise wide suite of application services that enable government agencies to operate more effectively and efficiently. Delivered on a common platform, the cloud services are designed to provide customers ongoing access to modern best business practices and best in class technology innovations ensuring the best outcomes for their organizations. Human Capital Management organizations are transforming as a result of evolving business practices that focus on attracting the best talent, engaging and developing workers, and providing an environment that enables the workers to align their performance with personal and organization goals and objectives.

Since the inception of the project to create the Oracle Cloud Services, billions have been invested in the creation of Oracle's solutions. As a result, the Oracle Human Capital Cloud Service has matured into a fully functional, enterprise solution that addresses the complete needs of Human Resource (HR) organizations.



Strategic HCM in the Cloud Age

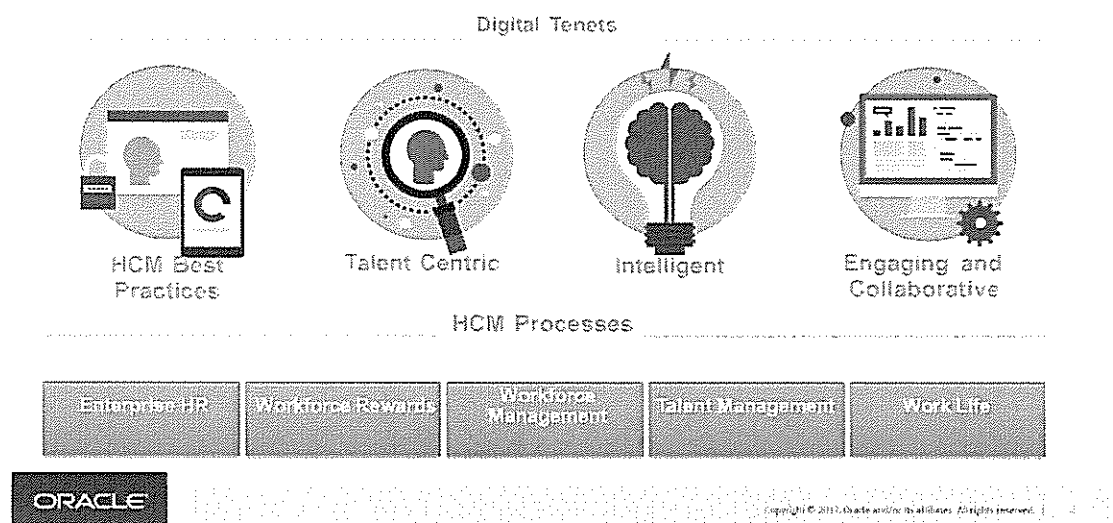
Oracle HCM Cloud is designed and built to be a single platform for next generation worker innovation. As the software service that touches the lives of the most workers in the enterprise, the HCM Cloud Service needs to not only 'get the attention' of workers, but must deliver superior results for them as well. New channels that connect workers to their managers, to their company, and to each other must mirror the way they collaborate with friends and family on public social networks. The information pushed to them must be relevant and tailored to their specific needs. Beyond keeping up with required information, HR must align culturally with workers and organizations to deliver the Work/Life experience they seek.

The shift in the HCM market is not merely a technology shift, it is a change in the way organizations and employees want to interact with each other. The current market transition is not about Cloud – but about transformation of the enterprise and of workforces. It is about seeking, hiring, developing and providing guidance to the current and future leaders of the organization. To that end, the Oracle HCM Cloud Service

continues to deliver solutions that enable organizations to provide workers with the best experience – aligned with their business and personal goals.

At its core, the Oracle HCM Cloud Service is a service built natively on one platform, architected to allow for innovation and flexibility as business needs change. It delivers an HR experience that is based upon common and modern HCM best practices, provides for a seamless talent sourcing, acquisition, and development experience. It is intelligent beyond reporting –and delivers the consumer user experience that workers demand.

A Foundation for Modern Government HR



- **HCM Best Practices:** Many of the business practices used to design and deliver the HCM cloud service are described on the oracle.com website (<https://www.oracle.com/applications/modern-best-practice/index.html>). These are best practices that customers and industry experts have indicated workers need to achieve the highest levels of performance in their jobs. Where regulated or statutory standards exist (e.g. Payroll reporting and taxes), the HCM Cloud Service enables these practices “out of the box”. For other HCM practices, the system supports recognized best practices while providing for a great degree of configurability to support a company’s current or future HCM needs.
- **Talent Centric:** Talent centric processes include worker sourcing, acquisition, development and ongoing management of worker relationship and are critical to delivering a complete worker life-cycle experience.
- **Intelligent:** Using all of the information available, the system makes recommendations and guides users. Intelligent HCM processes provide predictive information about worker performance; considers all HCM data including third party content to enrich HCM processes; and connects actions in one area of the cloud service to outcomes in another. Intelligent HCM assists HR administrators, managers and employees in achieving the best outcomes for their HCM activities.
- **Engaging and Collaborative:** Workers should not have go out of their way to complete HR related tasks. HCM is by nature a very collaborative process. Workers seek new ways to connect with each other, with their managers, and with the organization. Including HCM content seamlessly in

collaborative business processes streamlines HCM related interactions, enabling workers to quickly complete tasks and get on with the rest of their day.

Providing access to modern, best in class HCM business practices enables government organizations to align their workers' actions with their agency goals. Talent centric business processes connect HR activities with worker aspirations and the activities they perform every day. Delivering relevant information in an intelligent manner simplifies and streamlines once cumbersome employee self-service processes, connects the workforce in compelling ways, and expands the impact world class HR can have on the organization's success.

Along with the close working relationship and tight integration between Kronos and Oracle HCM Cloud, as outlined in the announcement at <https://www.kronos.com/about-us/newsroom/kronos-announces-global-cloud-collaboration-relationship-oracle>, these tenets make Oracle's enterprise-grade HCM Cloud the most complete, integrated, informative, modern and secure solution available to modernize and unify the City of Austin's HR management operations as detailed in the RFP.

Table 15. Product Capabilities and Features

Phase 2 – Workforce Management Extended		
• Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
• Qualification Management	Y	In general, functionality related to the topic of Qualification Management in the RFP is provided in the Oracle HCM Base Cloud service. Answer given addresses the general functional area. For detailed requirement fit, please refer to matrix responses.
• Workforce Planning / Forecasting		
1. Key Questions	Vendor Provides Narrative Response	
1. Year Software Solution Available	2011	
2. Current Release	Release 12	
3. If Acquired, Year Acquired	N/A	
4. # of Customers in Production	1600+	
5. # of Users in Production	15 million +	
Phase 3 – HR Core		
• Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
• Personnel Administration	Y	Answer given addresses the general functional area. For detailed

		requirement fit, please refer to matrix responses.
• Personnel Actions	Y	Answer given addresses the general functional area. For detailed requirement fit, please refer to matrix responses.
• Position Management	Y	Answer given addresses the general functional area. For detailed requirement fit, please refer to matrix responses.
2. Key Questions Vendor Provides Narrative Response		
1. Year Software Solution Available	2011	
2. Current Release	Release 12	
3. If Acquired, Year Acquired	N/A	
4. # of Customers in Production	1600+	
5. # of Users in Production	15 million +	
Phase 4 – Compensation		
• Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
• Benefits Administration	Y	Answer given addresses the general functional area. For detailed requirement fit, please refer to matrix responses.
• Compensation Management & Planning	Y	Answer given addresses the general functional area. For detailed requirement fit, please refer to matrix responses.
• Worker's Compensation Claim Management	P	Answer given addresses the general functional area. For detailed requirement fit, please refer to matrix responses.
3. Key Questions Vendor Provides Narrative Response		
1. Year Software Solution Available	2011	
2. Current Release	Release 12	

3. If Acquired, Year Acquired	N/A	
4. # of Customers in Production	1600+	
5. # of Users in Production	15 million +	
Phase 5 – Recruitment		
• Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
• Recruiting/ Applicant Tracking	Y	Answer given addresses the general functional area. For detailed requirement fit, please refer to matrix responses.
• Hiring/ Onboarding	Y	Answer given addresses the general functional area. For detailed requirement fit, please refer to matrix responses.
4. Key Questions Vendor Provides Narrative Response		
1. Year Software Solution Available	1999	
2. Current Release	15B	
3. If Acquired, Year Acquired	2012	
4. # of Customers in Production	1700+	
5. # of Users in Production	Not tracked. Subscription metric is hosted employee, which is not equivalent to user count.	
Phase 6 – Talent Management		
• Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
• Performance Management	Y	
• Career & Succession Planning	Y	
• Learning / Training Management	Y	
5. Key Questions Vendor Provides Narrative Response		
1. Year Software Solution Available	2011	
2. Current Release	Release 12	

3. If Acquired, Year Acquired	N/A	
4. # of Customers in Production	Due to the breadth of the Oracle HCM Cloud portfolio, metrics are not tracked for all module groupings.	
5. # of Users in Production	"	
Phase 7 – Case Management		
• Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
• Case Management (Complaint Tracking, Investigations, Grievances)	Y	
6. Key Questions	Vendor Provides Narrative Response	
1. Year Software Solution Available	1997	
2. Current Release	17.5	
3. If Acquired, Year Acquired	2012	
4. # of Customers in Production	2100+	
5. # of Users in Production	Specific user counts for Oracle Service Cloud are not tracked; however, the following metrics should be useful in this context: 1. Largest implementations have more than 3,000 agents concurrently. 2. Supports more than 12 million emails per day 3. Tested to deliver more than 1 million emails per hour. Knowledgebase provides over 1 million page turns per day for just one of Oracle Service Cloud's larger customers.	
Phase 8 – Banner Replacement		
• Key Features	Provided in Solution Out-of-the Box? (Y/N/P)	Vendor Comments
• Payroll Management	Y	
7. Key Questions	Vendor Provides Narrative Response	
1. Year Software Solution Available	2012	
2. Current Release	Release 12	
3. If Acquired, Year Acquired	N/A	
4. # of Customers in Production	100 +	
5. # of Users in Production	750k + payees	

6 FUNCTIONAL SOLUTION NARRATIVE RESPONSE

A completed copy of the Functional Requirements Matrix is provided as Appendix B: Functional Requirements Matrix Response under Tab 11 of his response. We have provided responses to the Functional solution essay questions below.

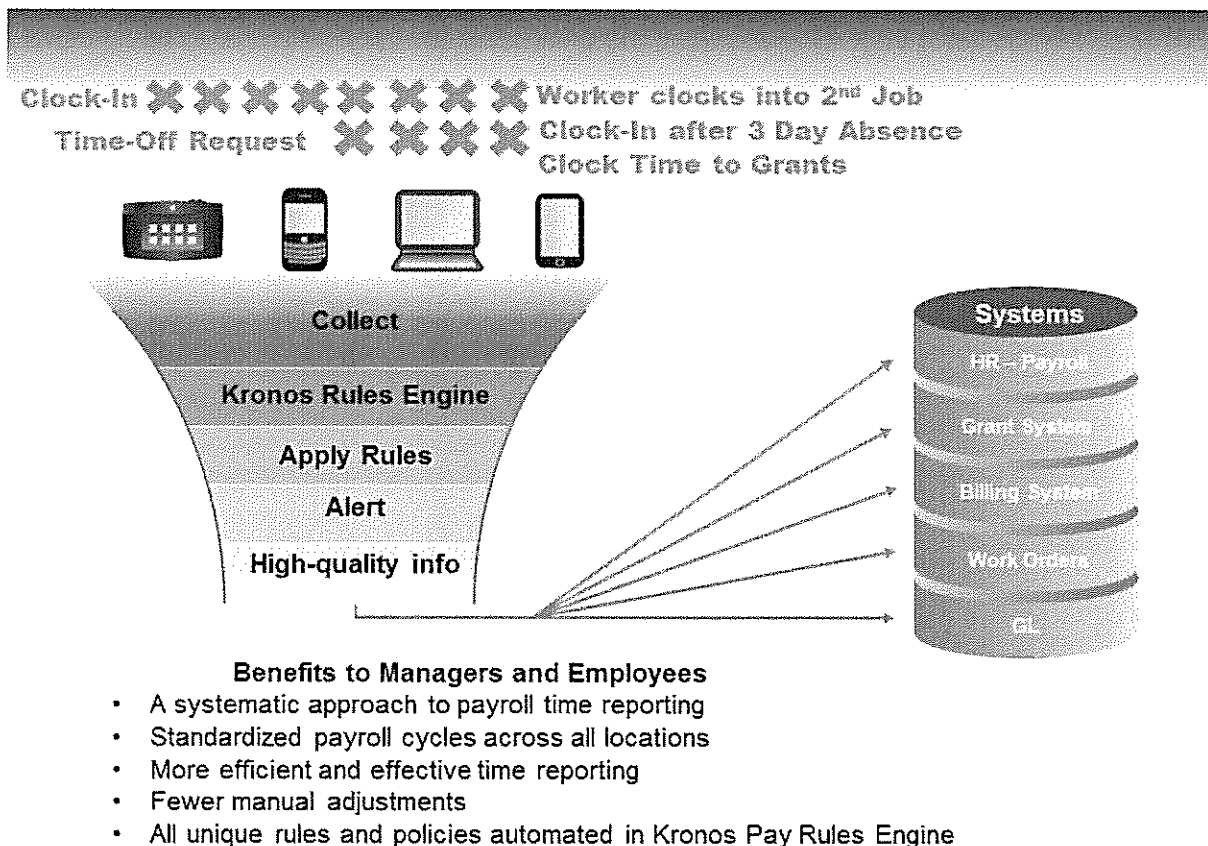
1. Describe the user experience for actors in the system working within and across any modules in the proposed solution, including:

a. Integration between the Time & Attendance, Leave Management, and Labor Scheduling modules/solutions

Workforce Central Suite

The Workforce Central Suite is the comprehensive workforce management solution. Workforce Central® provides complete automation, high-quality information and is easy to own. With Workforce Central, organizations will control labor costs, minimize compliance risk and improve workforce productivity. Kronos focuses on automation of timekeeping, scheduling, and leave management by collecting employee source data, validating the data and applying City specific rules and policies to the data to eliminate errors typically found in manual processes, and providing validated time and labor data (source to gross) to the City's other integrated systems (HRMS/Payroll/Financials) to provide validated employee paychecks (gross to net).

A high-level process depiction of how Kronos will help the City is illustrated below:

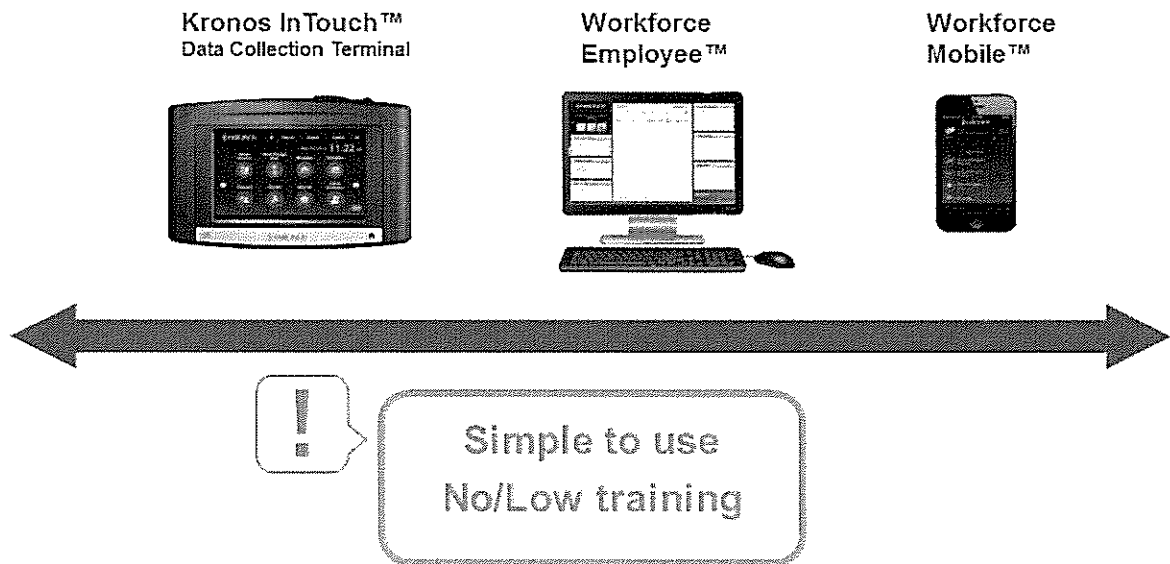


City Employee Daily Interaction - Data Collection

The City employees will interact with Kronos through a variety of data collection methods which will collect time and labor data, validate entries at the source, as well as allow for employee self-service across the devices in a seamless user experience.

Data Collection Options

Seamless Interaction Experience



InTouch™ Clock - designed specifically for Workforce Central provides an unrivaled user experience through a simple touchscreen time clock design. From clocking in with a quick scan of a badge to selecting your language of choice. Entries are instantly verified for accuracy. And with biometric identification capabilities, “buddy punching” can be prevented to help control labor costs associated with inflated payroll.

Workforce Mobile™ - is a mobile connection to your Workforce Central® system that lets your workforce complete common tasks right on their mobile devices. Wherever managers are, they can easily see and rapidly respond to potential workforce management issues via Workforce Mobile Manager. And through Workforce Mobile Employee, employees can perform their time management tasks when they need to, where they need to.

The Workforce Tablet™ solution provides managers with constant mobile access to their Workforce Central® system — all through the simple, convenient, and compelling user experience offered by today’s tablet devices. With the combined capabilities of Workforce Tablet and Apple® iPad® capabilities, Kronos delivers the power of a back-office PC to managers who don’t work in the office. Managers can easily record and access real-time labor data and streamline decision making by staying constantly connected to Workforce Central.

On-the-go access allows managers to maximize productivity for themselves and your employees by making critical workforce management decisions instantly — from the office or when traveling from location to location. Workforce Tablet

Workforce Employee™ is the intuitive, browser-based interface your employees use when entering time and scheduling data and processes. It allows them to view hours worked, approve timecards, trade shifts or enter preferences and availability, to view work schedules and current and projected leave balances. Here is an example of an employee's electronic timesheet and workspace.

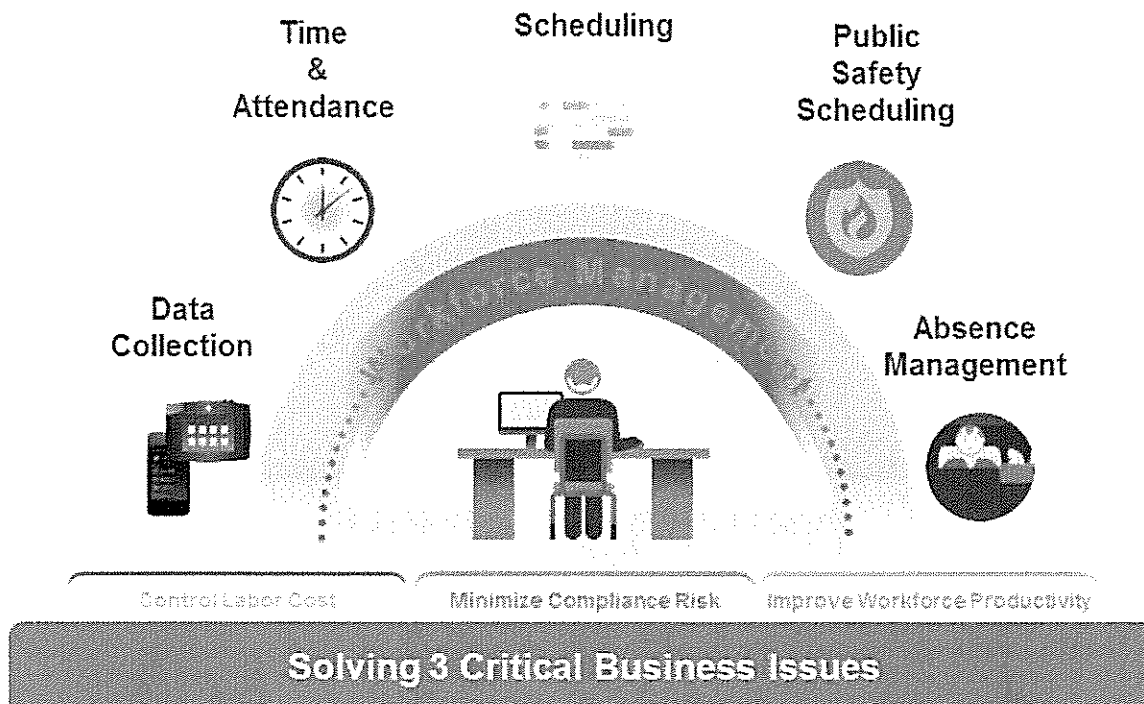
Date	Schedule	In	Transfer	Out	Pay Code	Amount	Daily	Period
Sat 9/17								
Sun 9/18								
Mon 9/19	8:00AM - 4:30PM	8:00AM		4:30PM		8.00	8.00	8.00
Tue 9/20	8:00AM - 4:30PM	8:00AM		4:30PM		8.00	8.00	8.00
Wed 9/21	8:00AM - 4:30PM	8:00AM		4:30PM		8.00	8.00	8.00
Thu 9/22	8:00AM - 4:30PM	8:00AM		4:30PM		8.00	8.00	8.00
Fri 9/23	8:00AM - 4:30PM	8:00AM		4:30PM		8.00	8.00	8.00
Sat 9/24								
Sun 9/25								
Mon 9/26								
Tue 9/27								
Wed 9/28								
Thu 9/29								
Totals								
Amount								
Pay Code								
Amount								
Wages								
12/01/2017 - 01/01/2018								
Holiday Pay								
12/01/2017 - 01/01/2018								
Regular								
12/01/2017 - 01/01/2018								
Holiday								

Workforce Manager™ adds key capabilities designed to empower your managers. Workforce Manager streamlines routine time and labor tasks, such as approving timecards or leave requests, and enabling managers to create, maintain, and edit schedules in real time. Workforce Manager enables management by exception, a significant time saver in that it alerts managers to the issues that require immediate attention, such as an employee approaching the overtime threshold.

Name	On	Punched	Missed Punch	Unexcused Absence	Excused Absence	Unexcused Hours	Mobile Phone	Work Phone	Supervisor
David Fernandez	✓						408-555-0128	408-555-0130	David Fernandez
Marietta Cruz	✓						408-555-0131	408-555-0133	Marietta Cruz
David Cruz	✓						408-555-0134	408-555-0136	David Cruz
David Cruz	✓						408-555-0135	408-555-0137	David Cruz
David Cruz	✓						408-555-0136	408-555-0138	David Cruz
David Cruz	✓						408-555-0137	408-555-0139	David Cruz
David Cruz	✓						408-555-0138	408-555-0140	David Cruz
David Cruz	✓						408-555-0139	408-555-0141	David Cruz
David Cruz	✓						408-555-0140	408-555-0142	David Cruz
David Cruz	✓						408-555-0141	408-555-0143	David Cruz
David Cruz	✓						408-555-0142	408-555-0144	David Cruz
David Cruz	✓						408-555-0143	408-555-0145	David Cruz
David Cruz	✓						408-555-0144	408-555-0146	David Cruz
David Cruz	✓						408-555-0145	408-555-0147	David Cruz
David Cruz	✓						408-555-0146	408-555-0148	David Cruz
David Cruz	✓						408-555-0147	408-555-0149	David Cruz
David Cruz	✓						408-555-0148	408-555-0150	David Cruz

Rules Engine Software Module Descriptions

Kronos is proposing the following software applications as part of the Timekeeping, Scheduling, and Leave Management Suite for the City of Austin, depicted here in a visual diagram.



Workforce Timekeeper™ streamlines the management, collection, and distribution of employee hours, making manual timesheets a thing of the past. Workforce Timekeeper has a robust pay rules engine that applies complex work and pay rules accurately and consistently throughout your organization.

For Public Safety and Utility Scheduling, **Workforce Telestaff** is an automated, rules based scheduling tool designed for the 24x7 agencies. Kronos Workforce TeleStaff is the time-tested and proven automated scheduling solution that public safety organizations around the country rely on. Kronos Workforce TeleStaff optimizes the scheduling, communications, and deployment of public safety and public sector personnel as well as other critical resources. Whether it is staffing the daily roster, deploying for a major disaster, coordinating off-duty work, or managing employee time, Kronos Workforce TeleStaff is uniquely designed to deliver. Packed with features that include the ability to pre-build schedules and rosters, track employee certifications and qualifications, send notifications over the telephone and email, manage complex overtime rules, and conduct automated bidding. Further, Workforce TeleStaff is an open architecture, hybrid solution of Web and installed technologies. TeleStaff offers an ideal solution of Web, touch-tone telephone and intranet access for all users within the organization. Software application that uses intelligent, rules-based automation to create employee schedules that align qualifications, certifications, and availability with staffing demands while adhering to organization policies, labor agreements, and HR rules. The Workforce TeleStaff Suite offers:

- + Workforce TeleStaff Contact Manager - Allows Workforce TeleStaff to communicate with employees via phone, text, and email.
- + Workforce TeleStaff Bidding - Add on module to Workforce TeleStaff that provides shift, position, job, vacation, time off, overtime bidding functionality.

- ✦ Workforce TeleStaff Gateway Manager - Add on module required to facilitate the exchange of data between Workforce TeleStaff, Workforce Central as well as other third-party systems.
- ✦ Workforce TeleStaff IVR (Interactive Voice Response) - Telephony technology that translates language from Workforce TeleStaff to messages that can be delivered over voice, email, and text devices.
- ✦ Workforce TeleStaff Global Access License - Provides access to Workforce TeleStaff inside and outside customer domain and on mobile devices.
- ✦ Workforce TeleStaff Institution Focus - Enables two or more institutions to exist within a single database while keeping each entity's employee, organization, staffing, shift-bidding, and vacation-bidding information separate.

Telestaff's associated components are visually depicted below:



Workforce Absence Manager™ - This total absence management solution lets you track and manage all types of employee absences automatically. Workforce Absence Manager solution is made of up three components:

1. **Workforce Accruals™** provides a tightly integrated module for calculating Accruals to complying with corporate policies or contracts (unions). It achieves accuracy across your organization with minimal management, enabling employees and supervisors to manage leave time easily and efficiently. It has the configurable building blocks to administer your organization's most complex policies.
2. **Workforce Attendance™** is a powerful application automates and streamlines the administration and enforcement of your attendance policies.

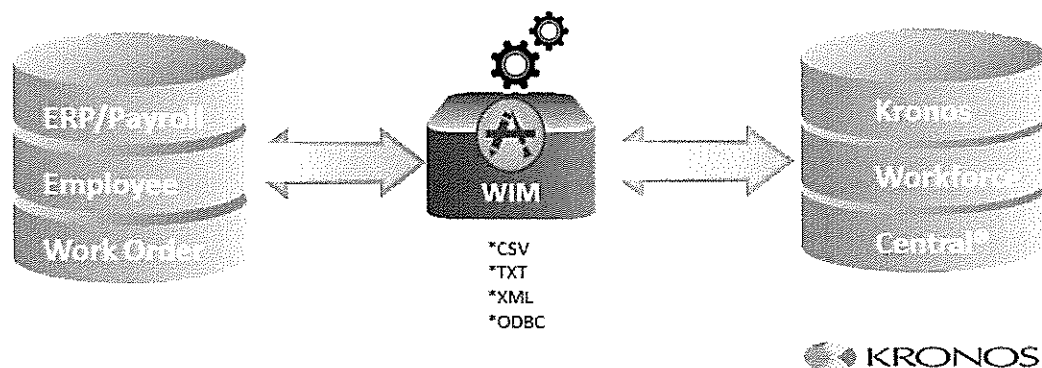
With Workforce Attendance, you can apply your specific disciplinary and/or reward policies consistently and fairly across the entire organization. All of this will reduce the administrative burden normally associated with tracking employee attendance. As a result, busy managers are free to spend their time on more productive tasks. Workforce Attendance gives managers the tools they need to increase their visibility into employee absence patterns and take proactive steps to improve attendance.

3. **Workforce Leave™** automates the tracking and administration of your paid and unpaid leave policies, so you can enforce and monitor all your leave policies consistently. This will help you reduce the cost and burden of administering leaves of absences. Workforce Leave gives you an all-in-one solution for a variety of leave types such as disability, FMLA, workers' compensation, and more. You can limit your leave liability and improve your ability to comply with federal, state, and local regulations. Workforce Leave also provides valuable decision support tools, so your managers can determine employees' leave eligibility and entitlement. And proactive alerts remind busy managers of due dates for documents and forms.

b. Integration between the Core HR module and other modules/solutions

Kronos provides a powerful utility to allow integration with a variety of 3rd party systems including major ERPs (Banner, Oracle, SAP, Tyler, etc.) as well as other systems such as Maximo. Workforce Integration Manager™ allows for one-step conversions of payroll files, HR employee master files, ERP system databases, MRP data, and general integration needs for the complete Kronos Suite of products. The program will automatically convert Kronos data accumulated by your Kronos software into a format specified by your integrated software. In addition, it can convert data from your various databases and integrate them into the Kronos product suites. Workforce Integration Manager can read a variety of formats, including: delimited, CSV, Text, fixed field ASCII files, as well as complete database SQL calls, which can be translated to other formats and XML documents. Workforce Integration Manager can also perform calculations on data extracted from the source program. Lookup tables and logic functions allow the interface to reconfigure the file layout, translate data elements, sorts and filters output.

Kronos Workforce Integration Manager



c. Integration between the Recruiting module/solution and the Core HR module to enable hiring/onboarding

The Kronos Talent Acquisition hiring module will utilize the standard integration to Kronos HRMS. This integration is a bi-directional set of feeds to share data between the two WFC modules that shares data and decreases the re-keying of information as well as syncs up detail like users, signed documents, internal candidates, rehire information, pay ranges, job codes, keys, and many other data points.

d. Other key features the Respondent would like to highlight

Kronos provides an integrated time and attendance system that handles all the heavy lifting and complex payments associated with employee's working multiple locations, multiple jobs, multiple shifts, and complex premium requirements. As the employee works, real time visibility is provided to their total accumulated hours.

Kronos' Workforce Central utilizes Workforce Integration Manager (WIM) which allows for bi-directional integration with all of your partner information systems and the complete Kronos suite of products. WIM will automatically convert Kronos data accumulated by your Kronos software, which includes summary or detail data by employee, position, regular hours, additional hours and overtime, into a format specified by your integrated software. In addition, it can convert data from your various databases and integrate them into the Kronos product suite. WIM can read a variety of formats, including: delimited, CSV, Text, fixed field ASCII files, as well as complete database SQL calls, which can be translated to other formats and XML documents.

When entering their time or a punch, employees can select a description for the hours worked from a predetermined list. This is configurable by employee or employee group so that your employees only see the descriptions that apply to them. This functionality is available regardless of the device the employee uses to record their time. For example, office staff may address an InTouch terminal or computer to record time while a bus driver may utilize an iPod Touch to record a change in route or activity. All devices will display the same list of descriptions for hours worked based on which employee is using the device. This detailed data is visible on the employee's timecard, if desired, and is available through all reporting methods listed above.

Data within Workforce Central will be controlled by the City of Austin. Archiving is available according to the needs of your organization. Archived data, although not visible in the software, may still be accessed for reporting purposes.

The Kronos Workforce Central Suite solutions are configured not customized. The technology built into Kronos solutions offers configuration options designed to accommodate the most challenging Work Rule scenarios. This provides each of our customers with security, stability, and the power to rely on a workforce management solution that is dependable, easy to upgrade, and cost effective.

2. The Respondent should indicate any restrictions (if any) on the order in which the City would be able to implement future project phases, with associated explanations.

N/A

a. If applicable, the Respondent should indicate at what phase it would be most beneficial to replace the Banner Payroll System prior to implementing later phases / additional technology, with associated explanations.

N/A

3. While the Respondent likely will recommend "best practices" for how the software should be configured and implemented, the Respondent should provide its experience helping its customers achieve industry business

process best practices. The Respondent should provide examples of proven business process transformation experience, and how the Respondent shall apply this experience to the City.

When your organization invests in a workforce management solution, you expect an industry-best deployment that's delivered as quickly as possible. But with traditional "waterfall" implementation approaches, it can take weeks or even months to build out a solution and get working software in your hands for review and testing. In today's competitive business environment, you can't afford to wait that long. That's why Kronos uses an agile implementation methodology that combines innovative technology, deep domain knowledge, and nearly 40 years of experience working with thousands of customers across industries and geographies. Kronos® Paragon™ streamlines your deployment of Kronos Workforce Central® in the cloud and speeds your time to value.

At the heart of Kronos Paragon is proprietary technology that leverages a vast matrix of proven industry configuration building blocks. These building blocks jump-start your deployment with working software configured for your profile — industry, geography, and more — and help our professional, industry-experienced consultants guide you to smart decisions early in the process. Plus, Kronos Paragon technology is constantly evolving to reflect changing regulations, our experiences with customers, and insights gained through our association with Public Sector industry experts.

4. Describe how the Respondent will approach design and configuration in Phase 1, knowing that the City will implement additional functionality in later phases that may be impacted. The Respondent should describe their approach to mapping future-state processes and master configuration requirements, in collaboration with key stakeholders in the organization, and how they will take future phases into account, such as the impact of decisions that affect position management, configuration of organizational structures in the system, and other known areas of challenge.

As part of our implementation, Kronos will deliver a City-Wide Solution Assessment. This phase will consist of a single Assessment and Design and build baseline where Kronos will collaborate with City of Austin's central Project Team and AST to create a recommended city-wide Workforce Management blueprint design, and prototype build which will serve as the baseline for each site's application configuration, integrations, as well as a roll-out and testing strategy.

- ✦ Discovery to provide a unique set of "Configuration: Standards & Guidelines" for Workforce Central System.
- ✦ Assess business processes, global parameters, goals and define standards
 - Naming conventions
 - Approval requirements
 - Shared data
 - Reporting
 - Provide guidance around deployment considerations
 - Global versus local requirements
 - Roll-out & testing strategy
- ✦ Technology considerations, needs and limitations
 - Department formats and settings
 - Technical standards for PC, mobile device, terminal access
- ✦ Assess Integration and define
 - Global integration standardization

- Integration strategy
- + Assess and define Education approach
- + Prototype build

5. Describe the available Time Clock products the City can choose to implement that are available with the proposed solution. Describe the degree to which the system can integrate with GPS and a geographic information system (GIS) to enable employees checking in/out at a location out in the field using a mobile device for time entry.

Both Kronos Workforce Mobile and Workforce Tablet allow for both geo-mapping and geofencing to be configured. Geomapping records the GPS coordinates of the employees' timestamp on a mobile device and this is reviewable by a supervisor. Geofencing allows the configuration of known locations within the County and allows for timestamp only within these boundaries preventing any timestamp outside the known boundaries.

Employees can also be associated with specific Kronos InTouch terminals which will allow the employee to only use the timeclock they are assigned to use.

6. Describe the Respondent's approach to ongoing upgrades, deployments, and the enhancement process, including how current customers have input into the future direction of the solution based on their functional needs, and how existing customers are impacted by new releases. Describe the Respondent's approach to providing documentation and/or training on new features to existing customers.

Kronos Major Product releases (cumulative releases) occur in a 12-18-month cycle, with service packs every 2-3 months. Software maintenance releases (bug fixes, patches) and product updates (within platform and employee level) are applied free to current Kronos Cloud customers. Product announcements are posted on the Kronos web site and distributed via Kronos Workforce Matters, alerting all customers to the availability of new releases. Your Kronos Cloud Customer Manager will work with you to determine the scheduling of these updates.

Requests for enhancements are submitted through our RFE program by Kronos Sales and Service Representatives and Kronos Global Support engineers. Requests are reviewed on a regular basis by Product Marketing and Engineering. Priority is given to those enhancements with the greatest broad impact and notification is sent to the requestor when the feature has been added.

Urgent customer specific requirements can often be handled by the Custom Engineering Group. This group provides Kronos customers with a channel to develop unique solutions to meet their business requirements, as well as access to resources that will help them to continually optimize their Kronos system.

Each release will have detailed release notes that provide detailed information about any feature changes. All product documentation is available on the Kronos Community. In addition, Kronos provide self-paced tutorials via KnowledgePass that provide an overview of new features.

7 TECHNICAL SOLUTION

A completed copy of the Technical Requirements Matrix is provided as Appendix C: Technical Requirements Matrix Response under Tab 12 of his response. We have provided responses to the Technical solution essay questions below.

1. Describe the level of integration currently available out of the box between the proposed products for Phase 1, and future phases, at the levels listed below from a technical perspective. Describe integration tools and approaches (for example, flat file versus Web-based APIs and XML), and clearly identify future roadmap integration investments versus what is available today.

Kronos will utilize Workforce Integration Manager (WIM) to integrate between Kronos applications and other third-party systems. These transfers enable you to seamlessly and securely move data between systems, such as uploading an employee master file for import into the Kronos workforce management system.

Certain integrations such as employee master file, accruals, and payroll exports are generally scheduled to run on a regular basis to keep data in sync between systems. Historical data may also be imported into Workforce Central to support functionality such as Workforce Absence Manager (Workforce Attendance and Workforce Leave).

Kronos has experience integrating with a wide variety of third party providers. A core set of integrations are assumed in our proposal. Further discovery will finalize the complete integration scope.

Workforce Integration Manager is a data configuration and conversion tool that allows you to quickly and reliably convert workforce management data into the appropriate format for a target application. Workforce Central adds value to analytical and decision-support applications by expanding access to labor and other key business data. WIM offers extensive data manipulation and conversion capabilities for the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos system to a destination system. Source data, like employee names or numbers, can be concatenated or parsed to meet import requirements. If your payroll or ERP system needs data that is stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

Workforce Interface Designer, included with Workforce Integration Manager, is the configuration tool used to create and modify interfaces in business language, saving time and reducing the learning curve. Users can also modify interface configurations using simple drop-down menus, without reprogramming code. WIM allows users to run interfaces and make minor modifications without entering configuration screens. Password-protected Administration mode ensures that only authorized technical users can access interface configurations.

Workforce Integration Manager brings adaptability, functionality, and power to the challenge of meeting diverse customer needs, from a single interface with payroll to integration of labor data with complex ERP systems. WIM offers native intelligence about the content and format of data in the Workforce Central system, making interface configuration and maintenance faster, easier, and more efficient. And, by eliminating the need to work with a separate interface vendor, Kronos minimizes modification costs and delays. Kronos offers turnkey services to install, configure, and maintain your interfaces for optimal performance, or you can create your own interfaces. WIM is site-configurable, enabling your staff members to access interface setup and editing functions.

Workforce Integration Manager consolidates all interfaces, eliminating the need to re-engineer programming code or manage a number of separate interfaces. You can save time by running multiple interfaces with different sources and destinations from a single WIM installation. WIM can easily convert data files into the desired format. And WIM can perform multiple conversion processes within one interface, such as calculations, parsing, concatenation, SQL queries, and translation of data elements.

Workforce Integration Manager reports help you monitor the operation of your interfaces. The Last Run summary provides information about the last interface run (for example, the number of employees processed and records created). The Last Output file lets you quickly view the last output file created from your interface. The Link Configuration report is useful for troubleshooting and offers details on interface configuration such as the name of each record in the output, its source, and the description of any relevant conversion processes.

For our proposals, Kronos understands the importance of integration. We have specified within our pricing documents WIM integrations included as part of our proposal assumptions. Real-time integrations may also be available using Workforce Central API's for an added cost upon further discovery. Additionally, we have included more information on Kronos integration in the Workforce Integration Manager Datasheet provided in Appendix BB.

2. Describe the level of access the City will have to manage their own configurations in the proposed SaaS environment, and any limitations on performing certain configurations. For example, the degree to which the City has self-directed access to the system, or whether the Respondent typically performs such as services on the City's behalf.

KRONOS RESPONSE:

Customers can make configuration changes at will. In a SaaS environment, the customer will retain the ability to make configuration changes to: pay rules, accrual rules, leave and attendance policies, scheduling groups, shifts, access profiles and more.

ORACLE RESPONSE:

The Oracle Cloud applications provide a highly configurable and extensible application. Organizations may configure the Oracle Cloud applications to match their business practices while individual users can personalize their experience to maximize individual productivity.

As operational complexity increases due to new business strategies and directions, Oracle HCM Cloud gives you the freedom to efficiently manage your organization's growth while adapting to local needs. HR must have flexible systems so processes can be rapidly and easily adjusted and extended as the business changes, and Oracle HCM Cloud offers the most global and adaptive system to simplify managing your global workforce.

Oracle HCM Cloud allows you to align common processes, comply locally, and quickly adapt to local legislative and organizational changes. You can eliminate disparate systems with one connected solution to align common HR processes and reporting to ensure HR process and data consistency. Highly configurable business processes simplify quick adaptation to legislative and organizational changes without causing disruption to your business. Oracle's unique global person and employment model allows organizations to address all aspects of the workforce and offers support for multiple person types including employees that have relationships with multiple legal employers, multiple assignments, or individual contractual agreements. Sensitive personal data is protected with only appropriate data for local employment being displayed.

Effective dating preserves a history of changes made to the attributes of some objects. Professional users can retrieve and edit past and future versions of an object. Many Human Capital Management (HCM) objects, including person names, assignments, benefits plans, grades, jobs, locations, payrolls, and positions are date-effective and support point-in-time reporting. So not only can you change business rules to support required legislative updates, you can maintain and view historical changes.

3. Organizations can run into issues with their base configuration when implementing additional modules or functionality in later phases. Respondent should describe the ease and extent to which the system can be configured and reconfigured over time, including accessibility to update configurations made after go-live.

KRONOS RESPONSE:

The Kronos Workforce Central System is designed to be easily configured by either Kronos personnel or customers. Training on how to configure Workforce is available to customers. No programming skills are needed given that Workforce Central is parameter driven.

ORACLE RESPONSE:

Configurations can be updated at any time. Most configurations are effective-dated, meaning settings can become active or inactive after a certain date.

Effective dating preserves a history of changes made to the attributes of some objects. Professional users can retrieve and edit past and future versions of an object. Many Human Capital Management (HCM) objects, including person names, assignments, benefits plans, grades, jobs, locations, payrolls, and positions are date-effective and support point-in-time reporting. So not only can you change business rules to support required legislative updates, you can maintain and view historical changes.

4. The Respondent shall describe their overall reporting capabilities, including the items below:

a. Describe the level of access the City shall have to access data in the system, underlying table or object structures, and ability to perform complex report creation.

KRONOS RESPONSE:

While Kronos provides hundreds of reports out of box, the Workforce Central solution provides several paths for 'custom' reports.

The Workforce Genie is a configurable, interactive report that allows data to be retrieved and displayed in a view and exported to Excel. The configuration of the Workforce Genie view involves selecting the desired fields from a list of available fields and then adding the view to the appropriate display profiles. The Workforce Genie views are easily built, modified and maintained by non-technical employees.

The next level of report customization involves the Workforce Central Operational Reports, which are optimized to deliver data into Excel, where the user may manipulate the data further using pivot tables, etc. Many users have indicated they prefer to manipulate the data in Excel themselves. The Operational Reports meet this request through the use of JETT (Java Excel Template Translator) scripting. JETT scripting facilitates the output of data and provides the ability to alter the layout (hide, remove, rearrange columns, etc.) and format of the data. JETT manipulation is typically for Business Analysts, who are Excel experts, and more advanced report writers.

'Custom' reports may be created from scratch or the modification of an existing report. The Workforce Central Reports are based upon Microsoft's RDL format and may be modified or created using a tool such as Microsoft Visual Studio. These reports may be imported into the Workforce Central solution, where

users can execute this report in the same way they execute the other reports. The modifications of these reports is typically performed by skilled report writers and is often overseen by the IT group. Kronos Professional Services may be retained to create customer reports if required.

ORACLE RESPONSE:

Outside of application transaction pages and utilizing data export and import capabilities, the City can access their data via the HCM Cloud reporting tools. To support reporting and analytics, Oracle Cloud Applications are delivered with Oracle Transactional Business Intelligence ((OTBI) and Oracle Business Intelligence Publisher (BIP), as well as, embedded analytics and role-based dashboards. The reporting tools available within Oracle Cloud applications are designed to offer the best match for any reporting requirements: whether they are transaction-based or summary reports, whether they are ad-hoc inquiries or fixed-format documents, whether they are high-level strategic indicators or focused analysis into operational details (as described in 4.b below).

b. Describe the proposed solution's ad-hoc reporting capabilities

KRONOS RESPONSE:

Kronos® Workforce Central® provides three different options for reporting and all have some level of ad hoc selections.

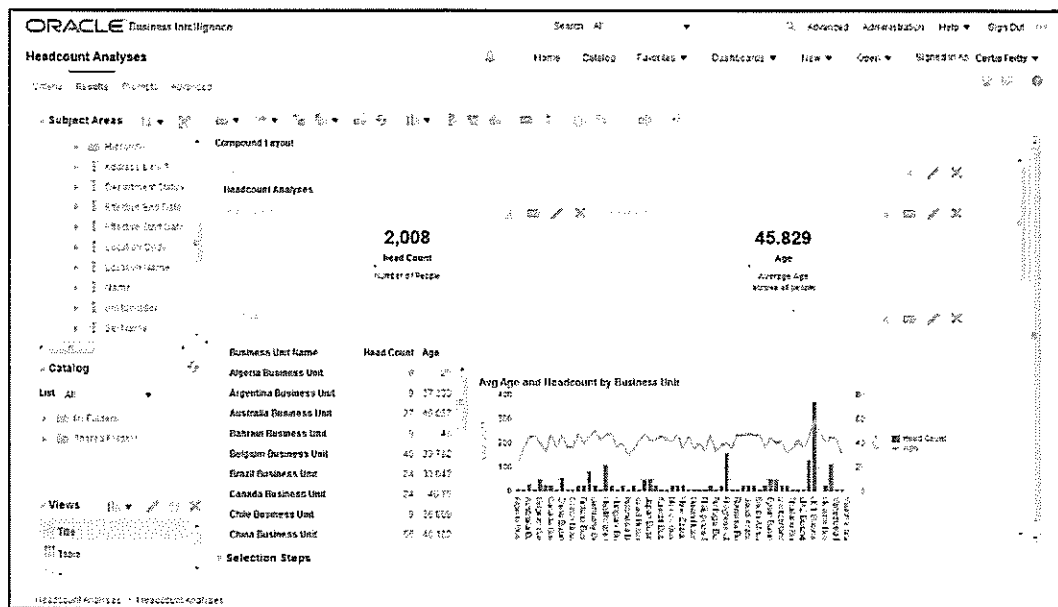
- ✦ On-Line Interactive Reports called Workforce Genies - These are customer configurable views that allow the administrator to select the Who, What, and When for the report. They use the Hyperfind Query selection tool to define the Who. They select the columns of information desired (hours, exceptions, attendance incidents, etc.) they want for the What. Default Time Periods can be assigned as well; however, they are always able to be changed when viewing the information.
- ✦ Standard Reports discussed above that can be Viewed, Printed, Emailed, exported to Excel or even scheduled to be delivered when desired. It should also be noted that all standard reports are rdl reports and provides the ability for organizations with Visual Studio knowledge to copy and modify or create reports from scratch and add them to the reporting menu. There is a User Security dataset that can be attached to ensure users only see whom their role-based security allows them to.
- ✦ Operational Reports designed to export to Excel and allow you to modify them as desired.

ORACLE RESPONSE:

To support reporting and analytics, Oracle Cloud Applications are delivered with Oracle Transactional Business Intelligence ((OTBI) and Oracle Business Intelligence Publisher (BIP), as well as, embedded analytics and role-based dashboards. The reporting tools available within Oracle Cloud applications are designed to offer the best match for any reporting requirements: whether they are transaction-based or summary reports, whether they are ad-hoc inquiries or fixed-format documents, whether they are high-level strategic indicators or focused analysis into operational details.

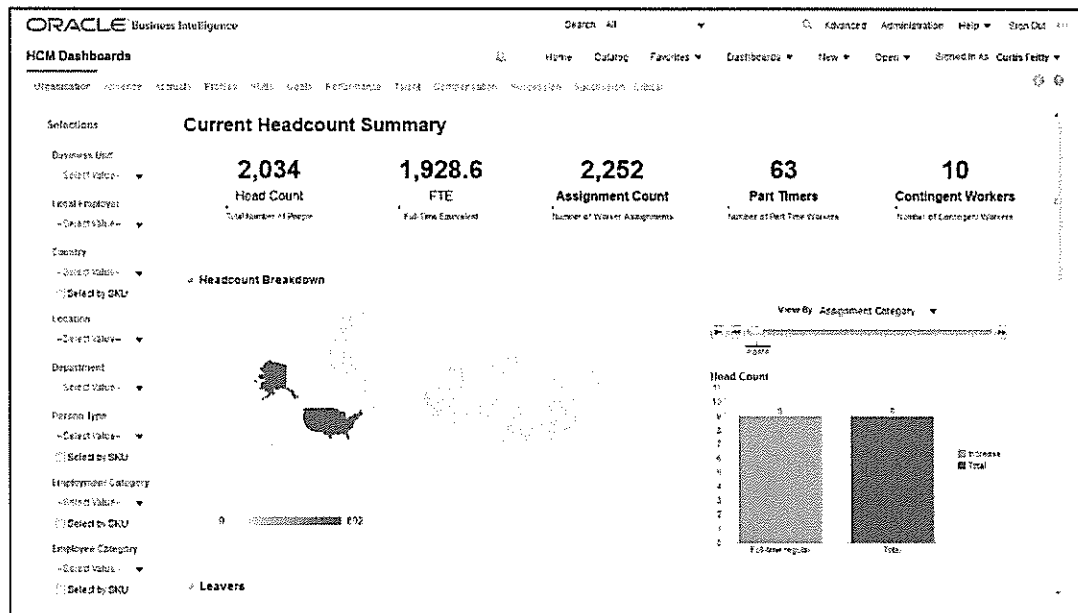
Oracle Transactional Business Intelligence

Oracle Transactional Business Intelligence (OTBI) is designed for operational users who want to create their own custom queries, reports, dashboards, charts and graphs to aid daily decision-making. Users can access, analyze and evaluate real-time transaction data in Cloud applications by using a self-service report design tool to build reports on top of customizable analysis structures. As an end-user tool, OTBI reduces reliance on IT for the creation and maintenance of reports, and provides the business with a fast, effective way to answer critical operational business questions.



OTBI provides pre-packaged content covering the major processes and transaction attributes, plus pre-built human resource and financial reporting metrics. Business users create ad-hoc reports based on this metadata layer, in order to produce tactical reporting on real-time operational data. Reports can include powerful analysis features such as drilldowns, calculations and charts. Oracle Transactional Business Intelligence (OTBI) embedded analytics, role-based dashboards, and on-the-fly ad hoc reporting capabilities makes data access and interpretation easier than ever before.

Pre-delivered operational reports are enriched with robust and flexible ad hoc query capabilities that access real-time transactional data. Using OTBI, users can build rich, visual and interactive reports and publish to multiple users. In OTBI, business users can also easily drill on predefined hierarchies, enable action links, compose a dashboard, and schedule a report or dashboard for delivery and export data or reports to a variety of file formats.



Key features of OTBI real time ad hoc reporting enables:

- + User-friendly report creation using real time transactional data
- + Role based dashboards
- + Easy access for business users to analyze and use the transactional information
- + Perform self- service, ad-hoc analysis
- + The real-time ad-hoc reporting features includes reporting from 9,000 HCM data objects, on 100+ facts & dimensions, 100+ pre-built metrics
- + Pre-built star-schemas for reporting
- + Build once, share everywhere within Cloud Applications
- + Report from one place
- + Embedded analytics
- + Report builder designed for HR or IT
- + Available on iPad or iPhone
- + Export Reports to Microsoft Excel, PowerPoint, and flat file formats

BI Publisher

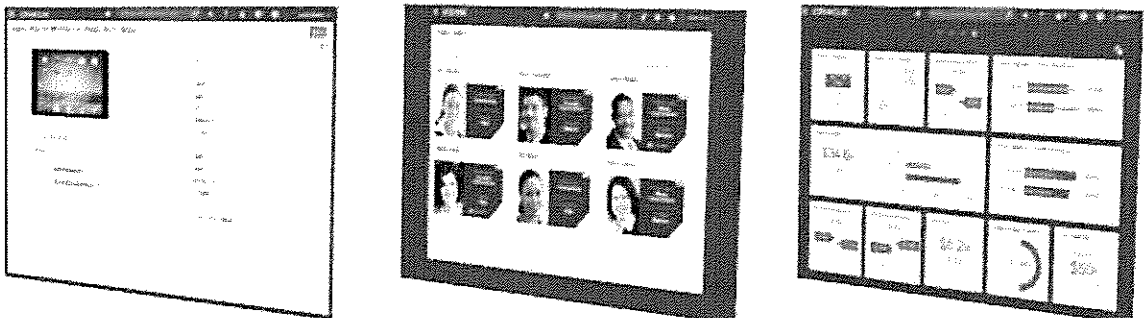
BI Publisher is ideal for high volume, highly-formatted transaction-based reports providing details of current operational data. BI Publisher can be used to produce reports such as labels, government forms, EFT and EDI files, checks, operational reports and correspondence. BI Publisher is already used to deliver pre-packaged reports in Cloud applications such as payment formats, tax reports and other fixed format, high volume documents. This makes it easy to customize and extend the reporting content already available to suit specific business requirements. End users can easily create report layouts using the BI Publisher Layout Editor directly in a Web browser or with familiar desktop tools such as Microsoft Word or Microsoft Excel.

Embedded Analytics and Infolets

Embedded analytics are pervasive throughout Oracle Cloud applications, delivering targeted operational insight within the context of transactions. These analytics are based on the same BI Foundation as BI Publisher and OTBI, and support timely and accurate decision-making with the opportunity to take immediate action. Exception-based reporting, such as transaction status alerts and account monitoring, are also pushed to users through role-based dashboards. Infolets allow users to consume chunks of information from different sources, including BI, social tools, transactions, and more, in an efficient, timely, and engaging way directly from the home page.

Unified, Actionable Data You Can Trust

BI built into Oracle Cloud Applications



The image displays three distinct Oracle Business Intelligence dashboards. The first dashboard, labeled 'Employee', shows a role-based, collaborative interface with a central data grid and side navigation. The second dashboard, labeled 'Manager', provides detailed information quickly, featuring a grid of small charts and data points. The third dashboard, labeled 'Executive', offers contextual graphics with large, prominent charts and key performance indicators.

Employee
role based, collaborative

Manager
detailed information quickly

Executive
contextual graphics

Scheduling and Distribution

Oracle Business Intelligence allows user to interact and view reports online, publish to a portal, or schedule and deliver reports to destinations like printers, e-mail, or FTP. A single report can be burst with secure content to multiple output formats and destinations on a scheduled basis. Reports can run based on a schedule that you define. You can schedule Alerts to deliver results to specific recipients or send notifications.

c. Describe the ability to extract data from the system into a City's managed environment (e.g., data warehouse).

KRONOS RESPONSE:

The Workforce Central Suite includes Workforce Integration Manager (WIM). Workforce Integration Manager is a data configuration and conversion tool that allows you to quickly and reliably convert workforce management data into the appropriate format for a target application. Workforce Central adds value to analytical and decision-support applications by expanding access to labor and other key business data. WIM offers extensive data manipulation and conversion capabilities for the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos system to a destination system. Source data, like employee names or numbers, can be concatenated or parsed to meet import requirements. If your payroll or ERP system needs data that is stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

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eliminating the need to work with a separate interface vendor, Kronos minimizes modification costs and delays. Kronos offers turnkey services to install, configure, and maintain your interfaces for optimal performance, or you can create your own interfaces. WIM is site-configurable, enabling your staff members to access interface setup and editing functions.

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ORACLE RESPONSE:

The Oracle Cloud solution comes with Oracle Transactional Business Intelligence. Any export of data to the external data warehouse would have to be accomplished with the Oracle Cloud solutions data export tools.

d. Design approach and development methodology for reporting

KRONOS RESPONSE:

The Kronos® Workforce Central® suite provides powerful reporting capabilities that allow you to view standard reports and write custom reports — all using a single reporting model — so there's no need to maintain a separate reporting server. This robust reporting solution extends the value of your Workforce Central solution by providing visibility into business-critical information to help you control labor costs, minimize compliance risk, and improve workforce productivity.

Workforce Central® provides customer configurable On-Line interactive reporting views called Workforce Genies. These Workforce Genies can be "Detail Genies" meaning employee specific, "Roll-Up Genies" providing summaries at various levels like location, department, etc. or they can be Worked Hours & Costs summaries with drill-down into employee specific details contributing to the account selected.

Hundreds of prebuilt reports are available through a single reporting interface within the Kronos Navigator. Whether you're viewing standard reports or using our Microsoft® Excel® templates to dig deeper into workforce data, Workforce Central Reporting can help drive more informed decision making across the organization. Leverage industry-standard reporting technology Workforce Central Reporting leverages Microsoft Report Definition Language Client (RDLC) 2008.

You can also use JETT (Java Excel Template Translator) to manipulate your workforce data through Excel and create new Report Templates.

ORACLE RESPONSE:

As described in question (b) above, Oracle HCM Cloud utilizes Oracle Transparent Business Intelligence (OTBI) as the main reporting engine of the application. OTBI is shipped with many subject areas that the City will utilize to select data fields (columns) and in turn build out reports.

e. List of all "standard" reports that are provided out-of-the-box

KRONOS RESPONSE:

A listing of Standard Reports provided out-of-the box can be found in the Table of Contents of the Workforce Central Reports Reference Guide found in Appendix JJ.

ORACLE RESPONSE:

Reports that come part of the Oracle Cloud Solution are described at the following URL for Human Resources: <https://docs.oracle.com/cloud/fare11/common/OCURA/toc.htm>

5. Describe the Respondent's approach, in detail, to integrating with the Banner Payroll System as part of Phase 1.

Banner integration is quite common for Kronos customers and Kronos has off-the-shelf integration built specifically for Banner. Employee demographic update integration is automated and is usually run in near real-time as it can be scheduled to occur as frequently as every few minutes. Integration reporting is also automated and can be sent to the appropriate personnel.

The Kronos solutions standard method of integration to other systems is through a series of scalable bi-directional APIs. This robust integration layer provides over 800 public XML APIs wrapped in a Web Service and generally executed using Workforce Integration Manager (WIM) which is Kronos' integration tool. WIM links are installed and configured to communicate to thousands of 3rd party systems including Banner. No in-house interface will need to be developed.

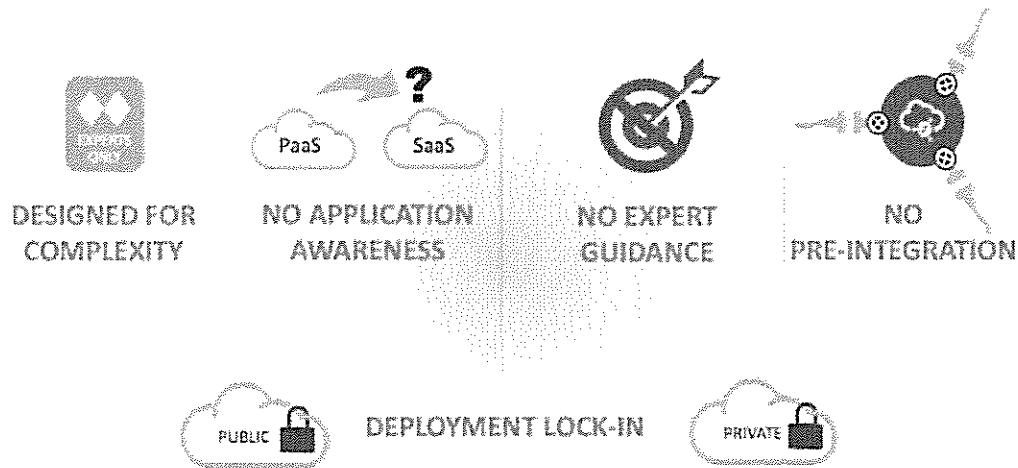
6. Describe the Respondent's approach, in detail, to integrating with the Banner Payroll System in later phases (2-8).

The rapid shift from on premise applications to a hybrid mix of Software-as-a-Service (SaaS) and on-premise applications has introduced big challenges for many companies attempting to simplify enterprise application integration. One reason for this challenge is the ease in which Lines of Business (LOB, such as HCM) can subscribe to multiple disparate SaaS applications with little or no involvement from internal IT. Once the LOB starts using the SaaS application however, there is often a need to integrate with existing applications.

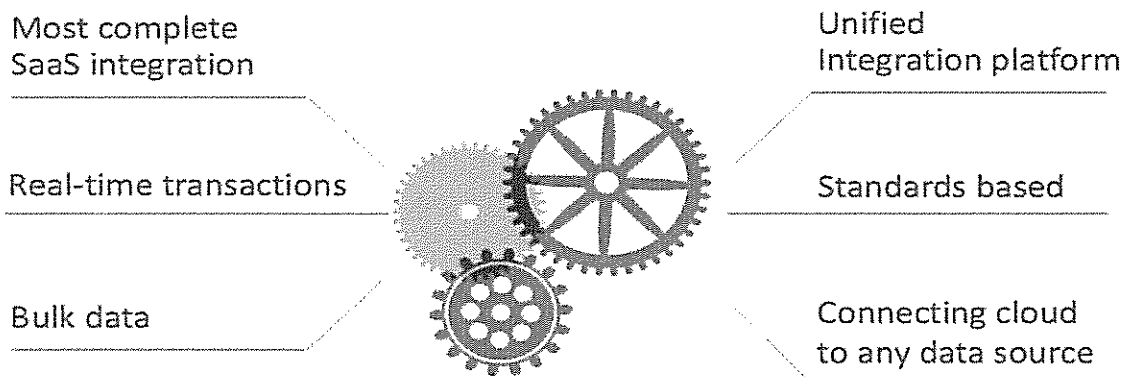
Prior to Oracle Integration Cloud Service, integration platforms have been too complicated to easily include participation with LOB application users, resulting in a costly, time consuming, and error prone attempt at integration.

Additional challenges include the isolation of the Platform-as-a-Service (PaaS) from the Cloud applications resulting in potential for errors due to version number mismatch, additional upfront set-up and security work.

A unified cloud containing both PaaS and SaaS presents significant opportunities to pre-populate and automatically associate SaaS applications into the integration platform. Next is embedded expert guidance and pre-integration are key opportunities that have been underutilized within enterprise mission critical integration platforms to date.

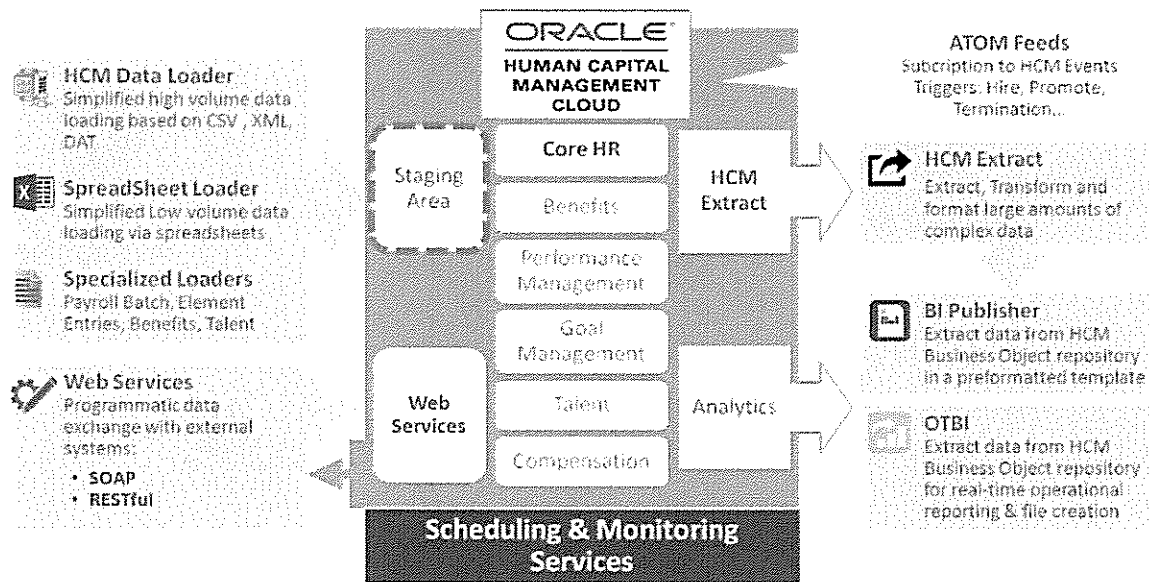


We detail here our robust and powerful framework to address all City needs. Before it's important to understand our strategy about Cloud and integration:



Beyond files exchange and bulk data, you can also use real-time web services because HCM Cloud leverages both Oracle Application server and Oracle Database server technologies, our SOA Infrastructure and Database can be used to expose the data and also consume the data from other applications.

Oracle Enterprise Repository provides full visibility into all the inbound / outbound integration interfaces available for the City. Here is the "big picture" of our interfaces our framework will support all the business needs of the City:



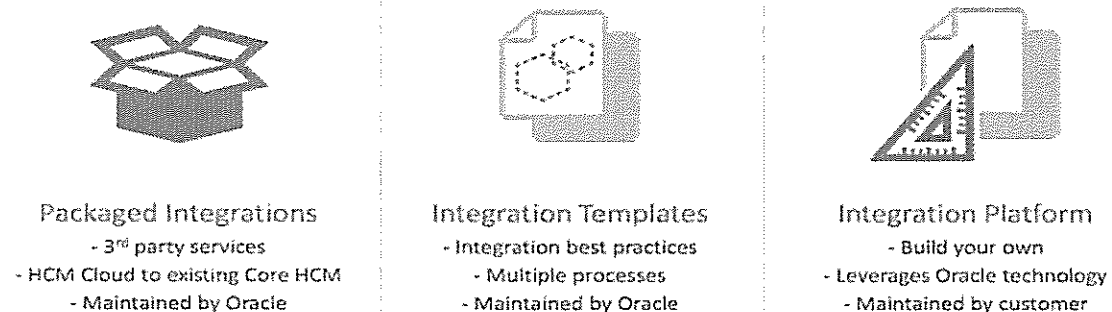
So to integrate any source to Oracle HCM Cloud Services integration, you could leverage:

- + **Bulk Data** - Import / export larger volumes of data using a one-time or batch (scheduled)
- + **Services Events** - Manage and enable real-time transactional integrations.

Oracle offers the City multiple ways to integrate our HCM Cloud offerings with their existing information technology (IT) assets. These delivered out-of-the-box capabilities enable customers to spend less time and resources to achieve the cost efficiency and business benefits of Oracle HCM Cloud solution.

Many organizations have deployed both homegrown and acquired third party applications from Oracle and other vendors. The resulting mixed landscape of solutions persists today and must be rationalized as part of our customers' overall IT landscape.

Recognizing that this hybrid landscape is a reality for many of our customers, Oracle offers a simple integration model to support adoption of Oracle HCM Cloud in these environments:



Inbound Integration

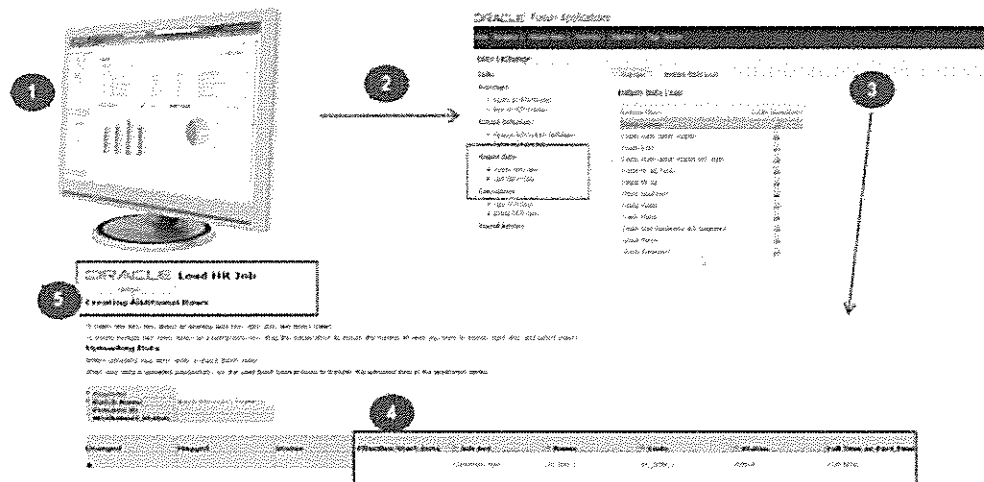
For loading data into the Oracle HCM Cloud, Oracle offers two simple and strong solutions:

- + **Spreadsheet Loader**
- + **HCM Data Loader (HDL)**

These both solutions allow for error correction and support the same common set of objects that are required for integration. All Oracle HCM Applications can import CSV, XML and flat file formats loaded on our SFTP server and UCM server.

Spreadsheet Loader

This solution integrates Microsoft Excel with the desktop, using Oracle's Application Development Framework Desktop Integration (ADFdi) and provides a familiar interface to users.



Ideal for low volumes of data which are simple in structure. This solution can be easily leveraged by business users without involving IT, assuming the user has proper security privileges for this capability.

HCM Data Loader

For large data sets, complex structured (hierarchical) data, and historical data, this solution offers a powerful and efficient method of importing bulk data into Oracle HCM Cloud. The upload process can be scheduled to reduce manual intervention in the integration process.

And best of all, HCM Data Loader leverages the core business objects that serve as the foundation for our HCM Cloud solution – meaning that all edits, business rules and validation logic that an online user would be subject to also govern all data being loaded into HCM Cloud as well.

Additionally, as in the case of HCM Data Loader, all integrated data maps into core HCM Cloud business objects to ensure proper validation and business logic is applied. For Inbound interfaces, the initial Migration Process Flow is that implementation users perform HCM Cloud configuration:

- + Enterprise, Reference Data Sets, Legal Entity
- + Action Type / Action Reason
- + Person Type, Content Type
- + Assignment Status Type
- + User Defined Lookups

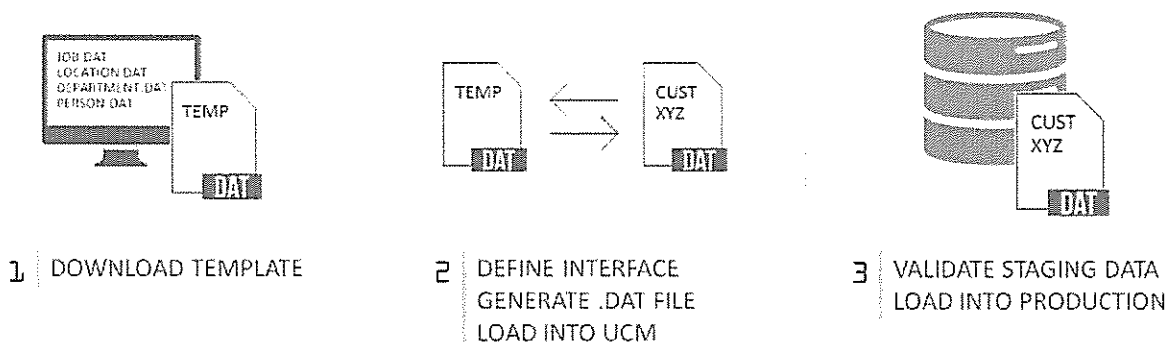
Then the City and/or partner is responsible for writing the code to generate files in the HCM Cloud shape, sequencing these tasks:

- + Compare source fields data with available fields in HCM Cloud object schema
- + Map source data fields to HCM Cloud object

- ✦ Cleanse and transform the source data
- ✦ Write Extraction routines
- ✦ Generate the files in HCM Cloud format

The files are extracted from the source system and placed into a zip file. The zip file is transferred to HCM Cloud via Secure FTP and finally to UCM. A web service call initiates the import of the data files into the HCM staging tables.

- ✦ Monitor results on staging tables.
- ✦ Observe correct order of the importing objects
- ✦ Verify the imported data
- ✦ Fix import errors and re-import if necessary
- ✦ Import Data to final HCM Cloud schema



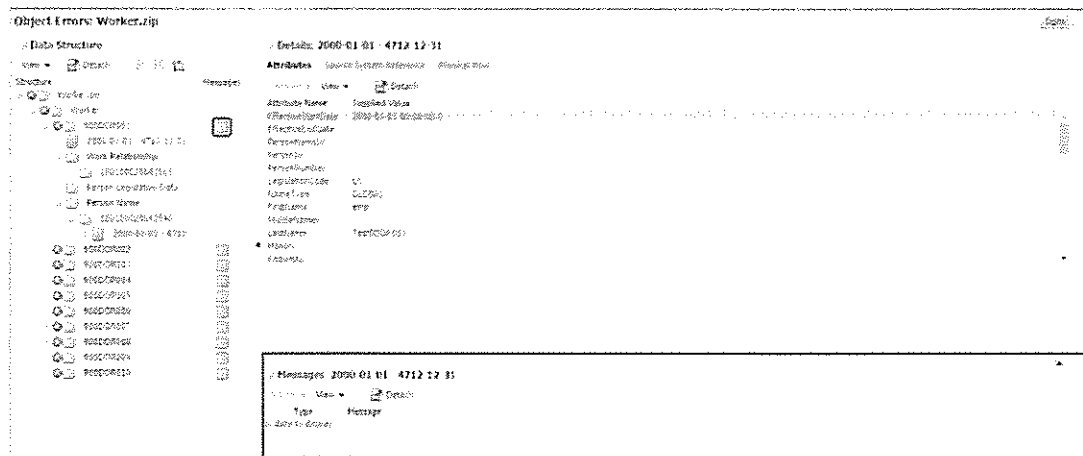
To help the City we provide monitoring pages:

The screenshot shows the 'Data Exchange' monitoring page. The 'Import and Load Data' section displays a table with columns: Data Set, Content Set, Imported, Progress, Manager's, Imported To, Imported From, Status, Failed, Content To, Content From, Status, and Last Update Date. The table lists several data sets including Job, Location, Department, and Person, with their respective import status and dates.

Below the table, there is a legend for the status icons:

- Not ready (locked)
- Ready
- In Progress
- Cancelled
- Completed successfully
- Completed with warnings
- Completed with errors

Pages to perform data error handling:



Here are the list of all the current inbound integrations Oracle HCM delivers and supports:

Supported Delivered Logical Business Objects for HCM Data Loader		
Global HR <ul style="list-style-type: none"> Extended Lookup / Extended Lookup Translation Legislative Data Group / LDG Translation Action Reasons / Action Reasons Translation Actions / Actions Translation Calendar Event / Calendar Event Translation Resource Exception Location / Location Translation Grade / Grade Translation Grade Step Translation Grade Rate / Grade Rate Translation Grade Ladder / Grade Ladder Translation Job Family / Job Family Translation Job / Job Translation Position / Position Translation Organization / Organization Translation Department Tree Department Tree Node Organization Tree Organization Tree Node Document Type / Document Type Translation Name Format Person Type / Person Type Translation Legislative Data Group Security Profile 	<ul style="list-style-type: none"> Organization Security Profile Country Security Profile Position Security Profile Document Type Security Profile Person Security Profile Role Mapping Checklist Template Checklist Translation / Checklist Task Translation Worker (Work Relationship / Person / Person Documentation) Person Contact Person Contact Relationship Person Disability Absence Case Schedule Assignment Allocated Checklist Documents of Record Document Delivery Preference Areas of Responsibility Delegated Role 	Profile Management <ul style="list-style-type: none"> Educational Establishment / Education Establishment Translation Rating Model / Rating Model Translation Rating Category Translation Rating Level Translation Content Item / Content Item Translation Content Item Rating Description Translation Talent Profile / Talent Profile Translation Content Item Relationship
	Global Payroll <ul style="list-style-type: none"> Element Entry 	Compensation <ul style="list-style-type: none"> Salary Salary Basis
		Talent <ul style="list-style-type: none"> Goal / Goal Plan / Goal Plan Set Talent Pool
		Absences <ul style="list-style-type: none"> Person Accrual Detail Person Entitlement Detail Person Absence Entry
		Workforce Management <ul style="list-style-type: none"> Time Record Group

Outbound Integration

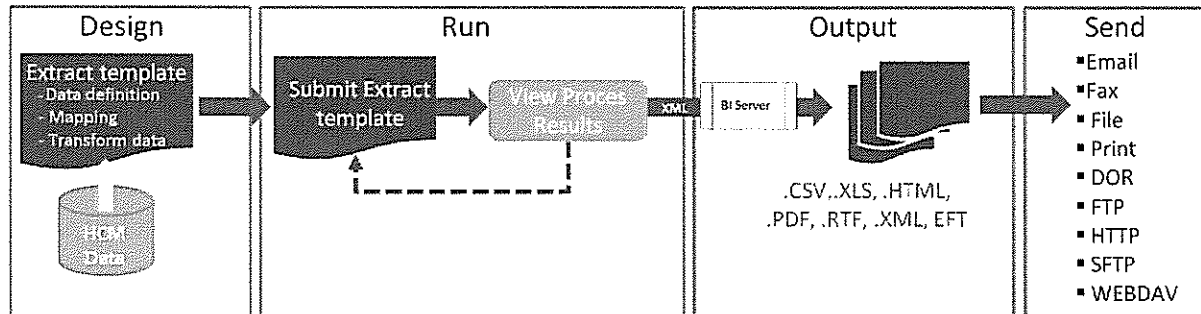
To export data from the Oracle HCM Cloud, Oracle offers two simple solutions, HCM Extracts and Business Intelligence Composer. These outbound data can be delivered in several formats like pdf, csv, rtf, ppt, xml, Excel with different delivery modes (SFTP, emails...)

HCM Extracts

This solution consists of a set of prebuilt templates delivered by Oracle on the defined Oracle HCM data objects. It is ideal for complex reporting and extraction needs, such as distribution of data to third-party systems. Customers can also easily modify existing templates or create their own templates to extract virtually any data in their HCM Cloud service.

The Oracle HCM Extract facility also has the ability to extract only the changes in a selected data set. Data is extracted in to an Extensible Markup Language (XML) file, which Oracle Business Intelligence Publisher (BI Publisher) can then transform and transpose to different formats, schedule and automate distribution.

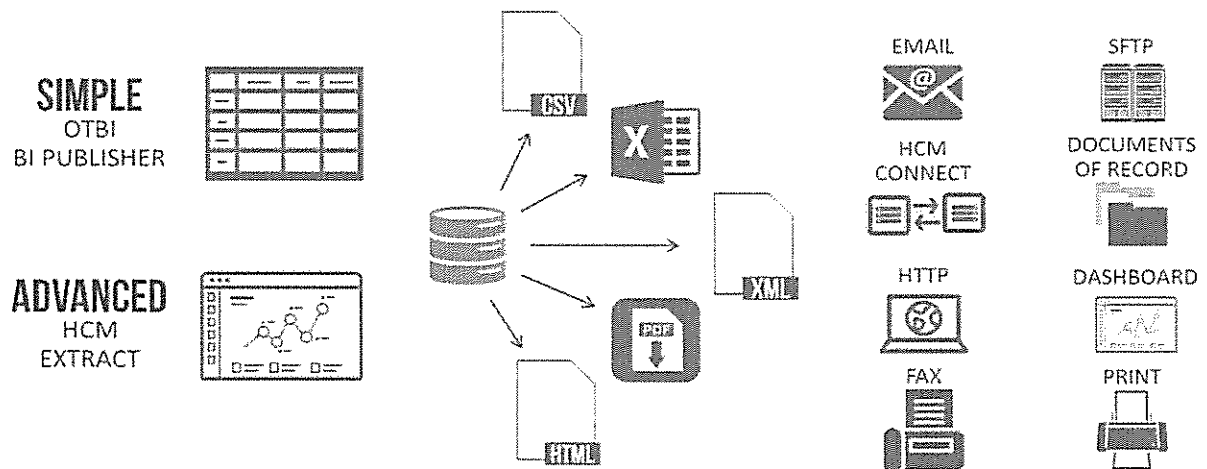
Here the process flow to setup and design HCM Extracts based on template:



Oracle also delivers module-specific extracts for Payroll and Benefits, reducing the amount of time customers need to spend on them.

Oracle Business Intelligence Composer

BI Composer is an easy-to-use, wizard-driven report creation tool delivered with Oracle Cloud applications. It uses Oracle's Transactional Business Intelligence (OTBI) system to extract real-time operational data – and is ideal for smaller data sets and simple record extract.



Scheduling

Set up scheduling options to automate the process of picking up the files, transporting them to Oracle WebCenter Content Server, and loading the files into Oracle HCM. You can also set up HCM Connect to schedule a process to run periodically, to pick up files generated by HCM Extract (with HCM Connect as a destination).

Encryption Types

Oracle HCM supports the following types of Pretty Good Privacy (PGP) encryption and decryption types:

- + PGP Signed

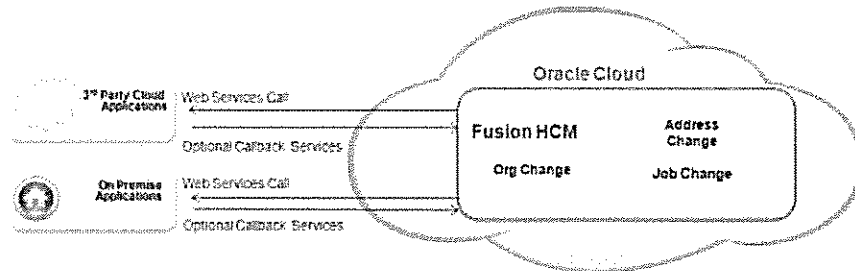
- + PGP Unsigned
- + PGP X.509 Signed
- + PGP X.509 Unsigned

Web Services SOAP and RESTful

SOAP Web Services

Oracle HCM Cloud supports the use of Web Services to provide a standardized way of integrating Cloud services with other disparate application systems. These Web Services, when invoked or initiated by an event, carry out business process functions. The function of each Web service is described in a Web Service Description Language (WSDL) file.

This simple architecture ensures that users need only invoke the required web services and expect the correct results, without going into further complexities.



In addition, any delivered Oracle HCM Cloud Web Services are fully documented and available for review on our documentation site: <http://docs.oracle.com>

HCM RESTful Services

Oracle supports and delivers REST (representational state transfer) services, or RESTful services. This major standard adoption allows the City to define and leverage a true event-based integration policy with the most modern real time integration patterns.

Currently RESTful services are available for these human capital management (HCM) resources:

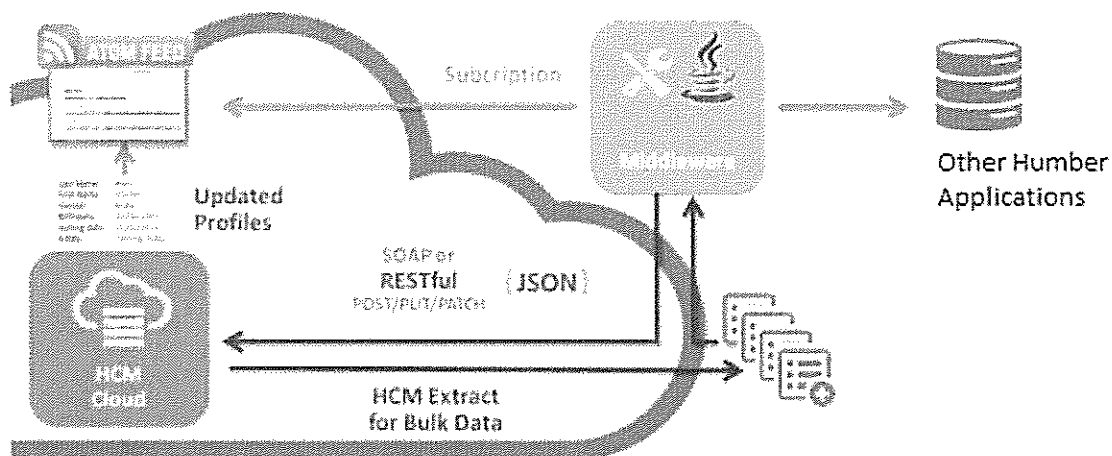
- + Employees
- + Employees/Assignments
- + Employees/Assignments/Assignment Descriptive Flexfields
- + Employees/Assignments/Employee Representatives
- + Employees/Assignments/People Group Key Flexfields
- + Employees/Direct Reports
- + Employees/Person Descriptive Flexfields
- + Employees/Photos
- + Employees/Roles
- + Employees/Visas
- + Grades
- + Grades/Grade Customer Flexfields
- + Job Families
- + Job Families/Job Family Descriptive Flexfields
- + Jobs
- + Jobs/Job Customer Flexfields

- + Locations
- + Locations/Location Descriptive Flexfields
- + Organizations
- + Organizations/Organization Descriptive Flexfields
- + Positions
- + Time Event Requests
- + Time Event Requests/Time Events
- + Time Event Requests/Time Events/Time Event Attributes

The available operations for these services allow the query, creation and update of an employee or his assignments or job roles. REST services provide some architectural and framework advantages over a SOAP-based approach, and are driven by a use case-based approach. Instead of creating an employee as a resource and adding the employee's phone number, E-Mail address, national ID number, and other child objects as child resources, REST services create a simple flattened employee resource, where the most commonly referenced child objects are included as attributes on the main employee resource. This enables the City to create all child object records using a single REST service call to create the employee.

Atom Feeds

Atom feeds provide notifications of Oracle HCM events and are tightly integrated with REST services. When an event occurs in Oracle HCM, the corresponding Atom feed is delivered automatically to the Atom server. The feed contains details of the REST resource on which the event occurred. Subscribers who consume the Atom feeds can use the REST resource to retrieve additional information about the resource. They can also orchestrate downstream processing based on the Oracle HCM event. Here is a typical use case we address leveraging On Premise middleware capacities:



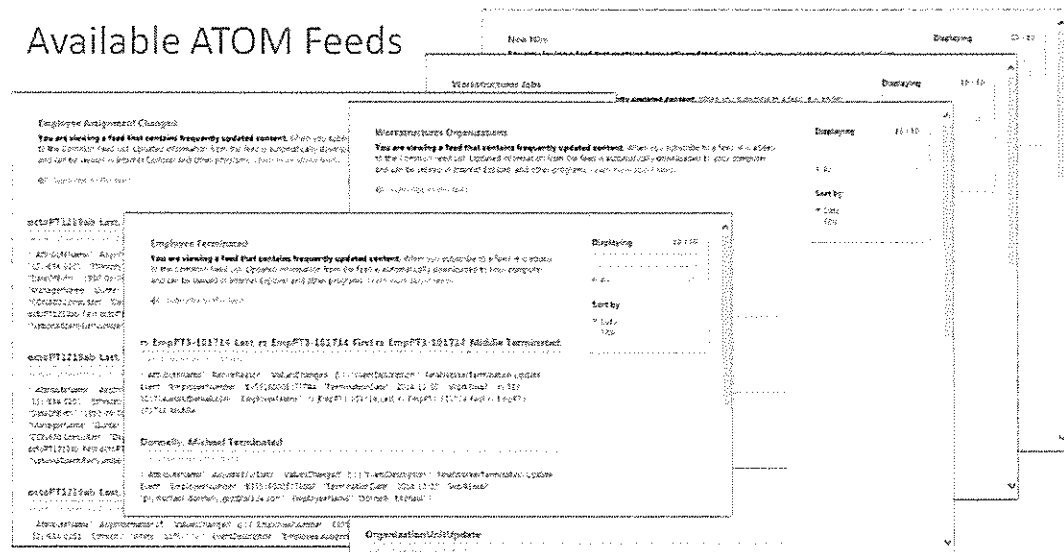
Atom feeds allow software programs (or an RSS Reader) to subscribe to updates published to an Atom or RSS server. The updates are published when the change occurs in Oracle HCM Cloud. Currently the primary Atom feeds supported for employee are:

- + New hire
- + Employee update
- + Termination
- + Assignment creation, update, and end date

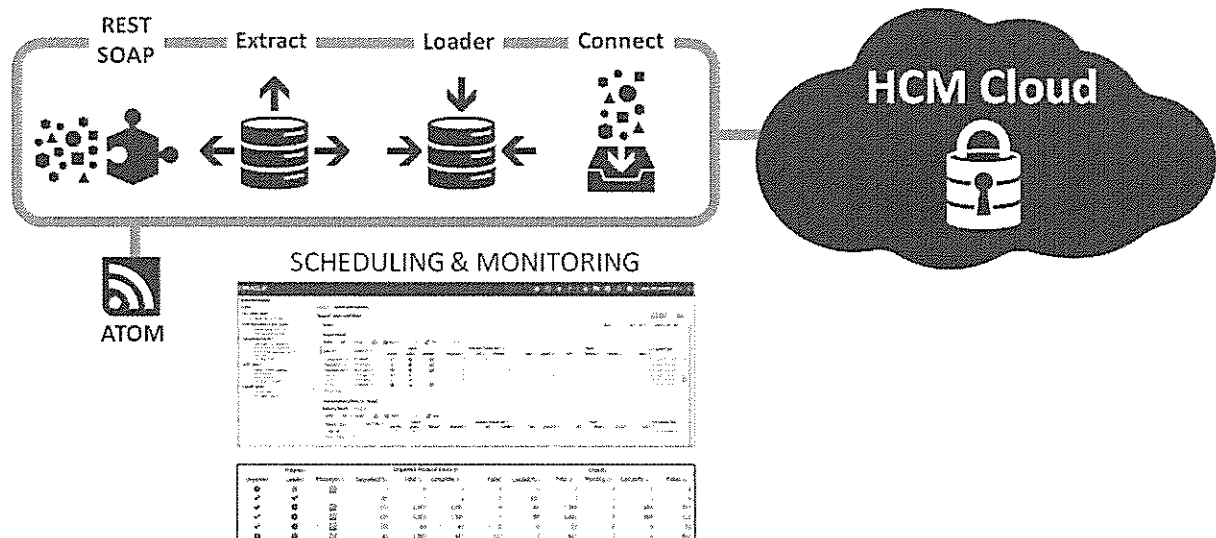
We also provide feeds for Work structures in creation, update, and end date:

- + Grades
- + Jobs
- + Locations
- + Organizations
- + Positions

Available ATOM Feeds



Of course, for more information about how to use our RESTful services, our ATOM feeds, and any SOAP Web Services, please refer to our **Oracle Enterprise Repository (OER)**. The schema below summarizes the main aspects of our native integration framework:



7. Identification of all supported technology platforms (including supported version numbers) using the table structure below

KRONOS RESPONSE:

Please see the following attached datasheets that describe support platforms:



Data Sizing Sheet in Appendix CC

Kronos in the Cloud White Paper in Appendix DD

Telestaff in the Cloud White Paper in Appendix EE

Technology	Platforms (including version numbers)
Web Browsers/Platforms	Data Sizing Sheet in Appendix CC
Mobile Devices/Platforms	See Mobile Brochure in Appendix FF

ORACLE RESPONSE:

Oracle Cloud applications are accessible via the most common Internet browsers such as Chrome, Microsoft Internet Explorer, Safari, and Firefox. Browser support is available at:

<http://www.oracle.com/us/products/system-requirements/overview/index.html>

Supported Technology Platforms (Offeror to Complete)

Technology	Platforms (including version numbers)
Web Browsers/Platforms	Internet Explorer 11.x Chrome 42+ Firefox 38+ Safari 7.x, 8.x <i>Platforms are dependent on browser support</i>
Mobile Devices/Platforms	iOS 9, 10 Android 4.4+

8. Describe the Proposed System Security Approach that will enable and support the Respondent's solution. The following topics must be addressed while providing the details:

a. Single sign-on between solution components.

KRONOS RESPONSE:

Should you wish to centralize the maintenance of passwords and eliminate the duplication of separate passwords, Workforce Central supports SSO, LDAP or NT domain registries for password authentication. Kronos can also integrate with Netegrity SiteMinder to provide single sign-on that allows users to access all authorized network resources seamlessly, on the basis of a single authentication that is performed when they initially access the network.

ORACLE RESPONSE:

Oracle supports an open standards-based Identity Management solution that enables Oracle Cloud customers to use their existing enterprise identities and credentials (stored in LDAP repositories) to gain SSO access to Oracle Cloud Services.

Oracle Cloud Applications can integrate with on premise identity management platforms via SAML 2.0. Oracle supports Microsoft Active Directory Federation Servers (ADFS) 2.0 for authentication, as well as others listed below. An interface may be created to synchronize with Active Directory (AD) using the delivered integration tools and delivered REST services. REST APIs in Oracle Cloud Applications use the SAML 2.0 global server-side security policy. Oracle Cloud Applications support SSO via SAML 2.0 for customers that want to use their current LDAP repositories for authenticating their employees in Oracle Cloud. This simplifies Single Sign-On (SSO) to Oracle Cloud services by using their existing authentication methods and credentials, for all access established via web browsers or mobile devices. Customers who wish to implement two-factor authentication can utilize their on premise IdM solution as an authentication mechanism, which can then pass a SAML assertion to the Cloud Applications.

b. Encryption of data communication.

KRONOS RESPONSE:

Data in Transit

The web application traffic, APIs, and terminal communication are protected using transport layer security (TLS) certificates with a minimum asymmetric 2048-bit keys and a minimum 128-bit symmetric key. All customers in the Kronos cloud are set up with SHA2/SHA256 message authentication and RSA key exchange. For customers that rely on flat file transfers, our SFTP servers utilize secure socket shell (SSH) protocols to encrypt data in transit.

Data at Rest

Kronos offers a self-encrypting drive option to secure data at the hard drive level for the customer's production and non-production environments in the Kronos Cloud. The self-encrypting drive utilizes advanced encryption standard (AES) at 256 CBC standards.

Integration with external entities can be configured with PGP encryption that Kronos Professional. Services can install for you to decrypt and encrypt files before continuing the data import/export process.

ORACLE RESPONSE:

Customer access to the system is through the Internet. TLS encryption technology is available for Oracle Cloud Service access. TLS connections are negotiated for at least 128-bit encryption or stronger. The private key used to generate the cipher key is at least 2048 bits. TLS is implemented or configurable for all web-based TLS certified programs deployed at Oracle. It is recommended that the latest available browsers certified for Oracle programs, which are compatible with higher cipher strengths and have improved security, be utilized for connecting to web enabled programs. The list of certified browsers for each version of Oracle programs can be found on the Cloud Customer Support Portal designated by Oracle for the specific service ordered (e.g., the My Oracle Support portal). In some cases, a third-party site that Customer wishes to integrate with the Cloud Service may not accept an encrypted connection. For Cloud Services where HTTP connections with the third-party site are permitted by Oracle, Oracle will enable such HTTP connections in addition to the HTTPS connection.

c. Security strategy.

KRONOS RESPONSE:

The Workforce Central suite is designed for multi-user environments and comes with extensive security provisions, which protect employee hours and wage information from unauthorized access. Multi- faceted

security profiles provide user access rights to supervisors and employees. The profiles control the editing and viewing rights.

Controlling User Access Within the System

Once in the product, the user's access to the system is controlled via the following Workforce Central tool:

- ✦ **Function Access Profile:** This profile determines the functions that a user is able to perform within the system, and what the user is allowed to do. For example, this would prevent or allow a user to add a punch or access the Schedule application.
- ✦ **Data Access Profile:** These profiles determine the pay codes, work rules, and reports a user is allowed to use within the system.
- ✦ **Logon Profile:** Users logging in through Kronos authentication services are provided with password and session protection via this profile, including the following characteristics, which are configurable by the site:
 - The minimum number of characters required in the user's password.
 - Recurring and one-time password changes (for example, every 90 days).
 - Password reuse management (for example, do not reuse a password if it has been used within the past four password changes).
 - User account lockout after a specified number of failed attempts over a specified time frame (e.g. lockout after three attempts until reset by IS).
 - Timeout and required re-logon after a specified amount of time for Windows-based Setup and Data Collection Manager applications.
 - Other user authentication and security services supported by Workforce Central, NT domain and LDAP, has their own methods of handling these issues.

The application is fully audit trailed with before and after data information as well as user information.

Physical and logical access to the Cloud-hosted environment is limited to authorized employees based on their business role. Privileged access is further restricted to a subset of the authorized employees, such as system administrators, and logical access is granted with a named user ID and unique complex password.

Customer Access

Customers will access the Kronos web application via encrypted TLS sessions. The application provides the customer with the ability to configure application security and logical access per the customer's business process. In the event the customer identifies an issue related to the security, availability, or confidentiality of the data or system, the customer will notify Kronos. The customer may require file transfers to populate or extract Kronos application data. This shall be accomplished using SFTP to send or retrieve files from the customer's application server. In addition, each customer has a unique named user account and associated password.

Kronos Management Access

Management access to the environment is limited to authorized Kronos support staff and customer-authorized integrations. A centralized secure file transfer solution facilitates data transfers between the customer and its cloud environment. This solution provides for an encrypted transmission and logging of all files transferred into or out of a customer environment. Kronos performs continuous monitoring in the cloud environment.

Kronos deploys next-generation functionality firewalls with Intrusion Prevention System (IPS)/Intrusion Detection System (IDS) which restrict network traffic to authorized traffic. Log monitoring is performed by a third-party monitoring services which does not have physical or logical access to the customer's data.

Security is the highest priority for the hosting team. The delivery of any service over the Internet requires that Kronos establishes and implements a standard set of policies and procedures that meets both customer requirements and adheres to federal and state regulations. Workforce Acquisition version 9 security measures use industry standard best practices to minimize or eliminate risks for data at rest as well as data in motion.

Through extensive testing and third-party validation, the following areas are addressed:

- ✦ Firewalls — The firewall architecture consists of three physical tiers of redundant Cisco ASA firewalls. The three tiers separate the Web, application, and database layers. The firewalls in each layer are configured to restrict network traffic in each tier, based on a port and service, or a specific IP address, or both.
- ✦ IP anti-spoofing support — Support for RFC-2827 requires enterprises to protect their assigned public IP address space. RFC-1918 allows the use of private IP address spaces within enterprise networks.
- ✦ Basic filtering and application definition — Derived from enterprise security policies, access control lists (ACLs) provide explicitly permitted, denied, or both, IP traffic that is allowed to travel among internet areas, including inside, outside, DMZs, and other similar items. Collectively referred to as the Internet edge. An Internet edge is considered to be particularly exposed to a large array of external threats.
- ✦ Intrusion prevention and detection — Intrusion detection is the ability to promiscuously monitor network traffic across discrete points within the Internet edge. When suspicious behavior that could threaten the enterprise network is detected, an alert or other response is initiated. One of the critical components of the Kronos intrusion detection is event aggregation. Event aggregation observes and recognizes seemingly unrelated activities that collectively indicate a more significant event. Intrusion detection systems are placed at strategic locations on the network to look for suspicious usage and usage patterns so that attacks can be detected before an intruder has gained access to the network, application or operating system.
- ✦ Encryption — Privacy and confidentiality require that data is decipherable only to users with authorized access. Kronos utilizes a variety of encryption methods that can be implemented using public key and private key asymmetric encryption, as well as symmetric key encryption technologies.
- ✦ Access control — Access control is the ability to limit access to the application by user, host, and type of function. Workforce Acquisition implements access control so that different users or hosts have access restricted to different features and functions, amounts of information, and types of information after the system has authenticated them.
- ✦ Operating system — Operating system hardening refers to removing or disabling services that are not required to prevent conflicts and exploits of unnecessary components. Operating system hardening is used to limit the number of potential avenues for malicious attack vectors. In addition, known security vulnerabilities identified in security Computer Emergency Response Team (CERT) notifications and other advisory organizations are patched into a hardened operating system. The operating system configurations are subsequently verified to ensure that allowed services, protocols, and ports are not altered as a result of system patching. These precautions make it more difficult for hackers to access or disable a system.

- ✦ Auditing —All administrator access to the hosted production environment is restricted through a single, central point. The hosting team is notified by e-mail and short message service (SMS) when a login occurs. A detailed monitoring system and security checks and balances provide information to the Technical Operations team about all production environment activity.
- ✦ Anti-virus — A core component of Workforce Acquisition is the e-mail workflow capability. Data can enter the system when a user e-mails a resume or completes a HTML-based job application form. Virus detection and prevention is critical in this type of environment. All inbound and outbound e-mail is scanned for the latest viruses. Preventative signature updating is performed automatically.
- ✦ Vulnerability testing — On-demand and scheduled network scans are run regularly. External penetration testing is done following any change to the network infrastructure. More intensive audits are performed that, in addition to general security audits, cover a review of policies, procedures, and documentation.

Kronos hosts and manages Workforce Central in a private cloud deployed from an AICPA AT101 SOC2-compliant data center with multi-level physical and logical security features, including:

Intrusion Prevention System (IPS)/Intrusion Detection System (IDS): Kronos deploys next- generation functionality firewalls, which restrict network traffic to authorized traffic.

Multi-Factor Authentication: Workforce Ready requires multi-factor authentication — user name, password, and a system-generated code. Passwords are required to be complex with a minimum amount of characters and expiration at a pre-defined interval. (See Multi-factor Authentication datasheet for more information.)

- ✦ Best-Practice Coding: Kronos employs secure coding practices and control processes across application development and software maintenance. Code reviews are conducted regularly to identify potential security flaws.
- ✦ Vulnerability Scanning: Kronos conducts vulnerability scanning using a third-party tool, evaluates identified risks, and develops remediation and/or mitigation plans to address the vulnerability.
- ✦ Antivirus Software: Kronos deploys a third-party, commercially available antivirus solution on servers to prevent viruses and malware from being deployed in the cloud environment.
- ✦ Patch Management: Kronos patches the Workforce Ready environment regularly as a routine part of maintaining a secure cloud infrastructure. Patches are reviewed by Kronos engineers as they are released from the vendors. Approved patches are tested and then deployed to the environment in accordance with Kronos Change Management policies.
- ✦ Risk Assessment: Kronos conducts an annual risk assessment of the Workforce Ready cloud environment to determine if the control framework achieves the data privacy and data security objectives.
- ✦ Security Incident Management: Kronos maintains an escalation procedure to notify appropriate Kronos management staff and customer contacts in the event of a security incident. The event is worked to resolution and a root-cause analysis is performed.
- ✦ Secure Transmission Sessions: Secure protocol versions TLS 1.1 and above are supported.
- ✦ Penetration Testing: Kronos uses a qualified third-party vendor to perform penetration testing annually.

ORACLE RESPONSE:

Built with security in mind, Oracle Cloud applications offer a robust security model that encompasses industry standards, regulatory requirements, industry best practices, and leverages the security capabilities of the Oracle database.

- Firewalls - Oracle Cloud Services utilize firewalls to control access between the Internet and Oracle Cloud by allowing only authorized traffic. Firewalls are deployed in a layered approach to perform packet inspection with security policies configured to filter packets based on protocol, port, source, and destination IP address, as appropriate, to identify authorized sources, destinations, and traffic types.
- ✦ Network Security Management
 - Network Controls - Network controls implemented for Oracle Cloud Services address the protection and control of data during its transmission from Customer's system to the Oracle hosted system. The network security infrastructure is designed to secure the servers from a network-based attack. Redundant, managed firewalls, using stateful packet inspection, provide barriers between tiers of the architecture. Traffic is filtered, and only valid connections are allowed through into the network demilitarized zone. Traffic within each tier is restricted and controlled for security purposes.
 - Network Intrusion Detection/Prevention System - Oracle Cloud Services utilize Network Intrusion Detection Systems (nIDS) to protect the environment. nIDS sensors are deployed in either IPS (Intrusion Prevention Mode) or IDS (Intrusion Detection Mode) on the network, to monitor and block suspicious network traffic from reaching the internal network. nIDS alerts are routed to a centralized monitoring system that is managed by the security operations teams 24x7x365.
 - Network Vulnerability Assessments - Oracle Cloud Services utilize network vulnerability assessment tools to identify security threats and vulnerabilities. Formal procedures are in place to assess, validate, prioritize, and remediate identified issues. Oracle subscribes to vulnerability notification systems to stay apprised of security incidents, advisories, and other related information. Oracle takes actions on the notification of a threat or risk once confirmed that a valid risk exists, that the recommended changes are applicable to service environments, and the changes will not otherwise adversely affect the services.
 - Anti-Virus Controls - Oracle Cloud employs anti-virus software to scan uploaded files when deemed necessary by Oracle. Virus definitions are updated daily.
 - Configuration Control/Audit - Oracle Cloud uses a centralized system for managing the access and integrity of network device configurations. Change controls are in place to ensure only approved changes are applied. Regular audits are also performed to confirm compliance with security and operational procedures.

d. Digital signature.

KRONOS RESPONSE:

Kronos supports electronic signatures with a secured user name and password. This user name and password is a secure login for that individual hence when the information is initiate/accepted that individual's user id is date and time stamped with that transaction and stored in history.

In addition, Kronos offers the ability to capture an attestation statement when the employee approves their timecard. This requires employees to certify that the time recorded on their timecard is accurate as reported.

ORACLE RESPONSE:

Where applicable, the application can require users to electronically sign a particular document or transaction (for example, performance document), acknowledging the users' acceptance of the

document. Business processes requiring approval are routed online for approvals with date and time stamp with the user name as the electronic signature.

Oracle Talent Acquisition Cloud supports e-signature as part of the online employment application as well as forms/tasks presented as part of an Oracle Talent Acquisition Cloud workflow. Electronic signature allows a customer to validate the identity of a new hire, manager, or other process participant when they are submitting a specific set of information on a form. The electronic signature feature in Oracle Talent Acquisition Cloud is flexible and extensive. The Onboarding capability of Oracle Talent Acquisition Cloud is delivered with 50 configurable e-signature fields.

e. Security Architecture.

KRONOS RESPONSE:

Please see the Kronos Cloud Network Architecture provided in Appendix GG.

ORACLE RESPONSE:

Please see response to 8c above.

f. Security Level Management (Role-based access).

KRONOS RESPONSE:

Once in the product, the user's access to the system is controlled via the following Workforce Central tool:

- + Function Access Profile: This profile determines the functions that a user is able to perform within the system, and what the user is allowed to do. For example, this would prevent or allow a user to add a punch or access the Schedule application.
- + Data Access Profile: These profiles determine the pay codes, work rules, and reports a user is allowed to use within the system.
- + Logon Profile: Users logging in through Kronos authentication services are provided with password and session protection via this profile, including the following characteristics, which are configurable by the site:
 - The minimum number of characters required in the user's password.
 - Recurring and one-time password changes (for example, every 90 days).
 - Password reuse management (for example, do not reuse a password if it has been used within the past four password changes).
 - User account lockout after a specified number of failed attempts over a specified time frame (e.g. lockout after three attempts until reset by IS).
 - Timeout and required re-logon after a specified amount of time for Windows-based Setup and Data Collection Manager applications.
 - Other user authentication and security services supported by Workforce Central, NT domain and LDAP, has their own methods of handling these issues.

The application is fully audit trailed with before and after data information as well as user information.

ORACLE RESPONSE:

Oracle Cloud leverages the security principle of least privilege using the industry best practice of Role Based Access Control (RBAC). Using RBAC, application administrators control access to application functions and data (create, read, update, delete), ensuring that a given user only sees systems functions and rows of data pertinent to his/her job. Administrators configure job roles which map to job functions

(duties) and data privileges. Application users are then mapped to the appropriate job roles for their respective positions, thereby enabling the user to execute the necessary tasks for their position. These assignments can also be setup to 'AutoProvision' – i.e. mapping rules can be invoked automatically when a user hires or transfers into a specific position. Using RBAC greatly simplifies the process of adding users or changing a user's department or organization. It also increases security by ensuring that one central location and method is used to quickly and easily grant/revoke access to corporate applications.

g. Security procedures and protocols.

KRONOS RESPONSE:

As more and more organizations move their core business technologies to the cloud, they need to know that providers are meeting and exceeding industry standards for securing their hosted application — whether it's complying with an organization's own internal policy or with state, federal, and/or international laws. Kronos provides assurances to you that your hosted solution will be online and available, using today's latest technologies to secure and maintain the application.

Auditing – SOC I, II and III Controls

Kronos offers a hosting environment built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accountants ("AICPA") SSAE16 (i.e., SOC 1) and the AICPA Section 100a, Trust Services Principles Criteria, for Security, Availability, and Confidentiality (i.e., SOC 2 and SOC 3).

The Kronos cloud resides in a collocated data center, which also undergoes an independent examination in accordance with the AICPA's SSAE16 standard and is ISO 27001 certified. Colocation services consist of superior physical and environmental protection services. The facility perimeter is equipped with surveillance cameras and a 24-hour guard station to monitor access. Network traffic to VLANs in the KPC is regulated via redundant, next-generation firewalls that limit access to authorized management and customer traffic.

Physical Controls

The Kronos cloud primary data center is located in the greater Boston metro area and offers world-class facilities for power management, heating/ventilation/air conditioning (HVAC), fire detection and suppression, seismic engineering, physical security, Tier 1 internet connectivity, and access to an intelligent IP and IP MPLS network. The facility is designed to meet the stringent requirements of customers who require the highest availability of critical IT assets, including Workforce Management applications and data.

Power

The Kronos cloud uses a data center with 100 percent redundant power. The design features isolated paths from two fully independent uninterruptible power source (UPS) systems, each of which can carry the entire load of the part of the data center that it serves. In the unlikely event that a UPS or any of its downstream devices fails, the other UPS will safely assume the entire load, without any switching or load transfer.

The data center's fuel system has been designed to provide continuous run time under a full load. A total of 7,500 gallons of fuel are stored on-site to provide 23 hours at full load in the event of a power failure before refueling is required. Agreements with multiple fuel suppliers ensure timely refueling when needed.

HVAC

The computer room air conditioning (CRAC) system for the raised floor space consists of 24 computer room air conditioner (CRAC) units fed from an N+1 central chilled water plant. Air is evenly distributed through the 24-inch raised floor via movable floor diffusers. Both humidification and dehumidification are monitored by a local sensor.

Fire Suppression

The Kronos cloud data center features a dual interlock pre-action fire sprinkler system. Two initiating device inputs require heat detection and loss of air pressure to activate water flow into the pipe. Under normal conditions, the sprinkler pipe contains no water.

Physical Site

- ✦ Unmarked building with false entrances
- ✦ Bulletproof walls and glass throughout the facility
- ✦ Vehicle blockades at entrances
- ✦ Attention to seismic engineering helps keep potential disasters from interrupting your business operations; for example, racks are anchored to the concrete slab below the site's raised floor
- ✦ Security cameras with digital recorders located throughout the facility and grounds

Access Control

- ✦ On-premises security guards
- ✦ Biometric systems, including palm scanners
- ✦ Portals and single-person traps that restrict multi-person access and ensure individual authentication and access control

Data Communications

- ✦ Multiple points of building access supply diverse physical routes, ensuring a high level of resiliency
- ✦ Multiple metropolitan area network (MAN) carriers for point-to-point and dark-fiber connectivity
- ✦ N+1 network infrastructure and configuration provide redundancy within each component
- ✦ Dual bandwidth BGP options ensure the highest levels of availability

Monitoring and Maintenance

Kronos maintains the equipment specifically related to your Kronos workforce management solution to ensure high availability and optimal performance. In addition, we provide 24x7 monitoring of network communications, server disk space, CPU utilization, and other factors that can significantly impact solution performance and end-user experience.

Kronos also provides software-related maintenance services. We install application updates, service packs, new software versions, and legislative updates (if applicable), allowing you to take advantage of the latest software features and enhancements while minimizing your risk of noncompliance.

ORACLE RESPONSE:

Please see Response to 8c above.

h. Ability to lock down access to data by user roles and permissions

KRONOS RESPONSE:

The Workforce Central suite is designed for multi-user environments and comes with extensive security provisions, which protect employee hours and wage information from unauthorized access. Multi-faceted security profiles provide user access rights to supervisors and employees. The profiles control the editing and viewing rights.

Controlling User Access Within the System

Once in the product, the user's access to the system is controlled via the following Workforce Central tool:

- ✦ **Function Access Profile:** This profile determines the functions that a user is able to perform within the system, and what the user is allowed to do. For example, this would prevent or allow a user to add a punch or access the Schedule application.
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 - Password reuse management (for example, do not reuse a password if it has been used within the past four password changes).
 - User account lockout after a specified number of failed attempts over a specified time frame (e.g. lockout after three attempts until reset by IS).
 - Timeout and required re-logon after a specified amount of time for Windows-based Setup and Data Collection Manager applications.
 - Other user authentication and security services supported by Workforce Central, NT domain and LDAP, has their own methods of handling these issues.

The application is fully audit trailed with before and after data information as well as user information.

ORACLE RESPONSE:

Oracle Cloud leverages the security principle of least privilege using the industry best practice of Role Based Access Control (RBAC). Using RBAC, application administrators control access to application functions and data (create, read, update, delete), ensuring that a given user only sees systems functions and rows of data pertinent to his/her job. Administrators configure job roles which map to job functions (duties) and data privileges. Application users are then mapped to the appropriate job roles for their respective positions, thereby enabling the user to execute the necessary tasks for their position. These assignments can also be setup to 'AutoProvision' – i.e. mapping rules can be invoked automatically when a user hires or transfers into a specific position. Using RBAC greatly simplifies the process of adding users or changing a user's department or organization. It also increases security by ensuring that one central location and method is used to quickly and easily grant/revoke access to corporate applications.

9. Hosting Approach

a. Describe the method for continuous monitoring and management to optimize performance and system availability.

KRONOS RESPONSE:

Kronos maintains the equipment specifically related to your Kronos workforce management solution to ensure high availability and optimal performance. In addition, we provide 24x7 monitoring of network communications, server disk space, CPU utilization, and other factors that can significantly impact solution performance and end-user experience. Kronos also provides software-related maintenance services. We install application updates, service packs, new software versions, and legislative updates (if applicable), allowing you to take advantage of the latest software features and enhancements while minimizing your risk of noncompliance.

ORACLE RESPONSE:

Oracle uses a variety of software tools to monitor the availability and performance of the Oracle Cloud production service as applicable and the operation of infrastructure and network components. Oracle does not monitor, or address deviations experienced by, any non-Oracle components used by You in the Services, such as non-Oracle applications.

Oracle monitors the hardware that supports the Oracle Cloud Services, and currently generates alerts for monitored network components, such as CPU, memory, storage, database, and other components. Oracle's Operations staff monitors alerts associated with deviations to Oracle defined thresholds, and follows standard operating procedures to investigate and resolve underlying issues.

Oracle is constantly monitoring for issues and vulnerabilities that are described in response (g) above.

b. Describe how the Respondent defines and calculates system and support availability.

KRONOS RESPONSE:

For Kronos Cloud customers, we provide a 99.75% Application Availability SLA in our contract.

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

Kronos Response, Escalation, and Resolution Process Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- ✦ Unable to sign-off Time Cards
- ✦ Totals are not accurate
- ✦ Unable to collect punches from terminals
- ✦ Unable to access a critical application function such as scheduling
- ✦ Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- ✦ Data display inaccuracies or inconsistencies across multiple tasks
- ✦ System performance is inconsistent or fluctuates
- ✦ How do I set up a holiday pay rule?
- ✦ How do I run a report?
- ✦ How often should database maintenance be executed?
- ✦ No workaround is available.

Medium Priority: A serious customer issue which impacts ability to utilize the product effectively:

- ✦ A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions:

- ✦ A workaround is available on the customer portal.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the customer and Kronos.

e.g., If a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday - Friday for Gold Support customers).

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after-hours team or to the mission critical support engineer on duty. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.

Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource

integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Customer Portal at <http://customer.kronos.com/ContactUs.htm>.

ORACLE RESPONSE:

Following the end of each calendar month of the Services Period, Oracle measures the System Availability Level or System Uptime over the immediately preceding month by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure.

c. The system availability requirement is to achieve 99.9% (or higher) availability. Insert information on uptime validation and system restores.

KRONOS RESPONSE:

Kronos SLA is 99.75 however we have been delivering 99.99 up-time since 2006.

ORACLE RESPONSE:

Oracle works to meet a Target System Availability Level of 99.5% of the production service, for the measurement period of one calendar month, commencing at Oracle's activation of the production environment.

d. Based on experience implementing SaaS-based solutions for clients with similar requirements for the City's solution, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service.

KRONOS RESPONSE:

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

- ✦ **High Priority:** A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll.
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ORACLE RESPONSE:

Service requests for Oracle Cloud Services may be submitted by Your designated technical contacts via the Oracle Cloud Customer Support Portal. The severity level of a service request submitted by You is selected by both You and Oracle, and must be based on the following severity definitions:

Severity 1

Your production use of the Oracle Cloud Services is stopped or so severely impacted that You cannot reasonably continue work. You experience a complete loss of service. The impacted operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- ✦ Data corrupted
- ✦ A critical documented function is not available
- ✦ Service hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- ✦ Service crashes, and crashes repeatedly after restart attempts

Oracle will use reasonable efforts to respond to Severity 1 service requests within fifteen (15) minutes. Oracle will work 24x7 until the Severity 1 service request is resolved, a reasonable work-around is put in place, or as long as useful progress can be made. You must provide Oracle with a technical contact during this 24x7 period to assist with data gathering, testing, and applying fixes. You are required to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2

You experience a severe loss of service. Important features of the Oracle Cloud Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4

You request information, enhancement, or documentation clarification regarding the Oracle Cloud Services, but there is no impact on the operation of such service. You experience no loss of service

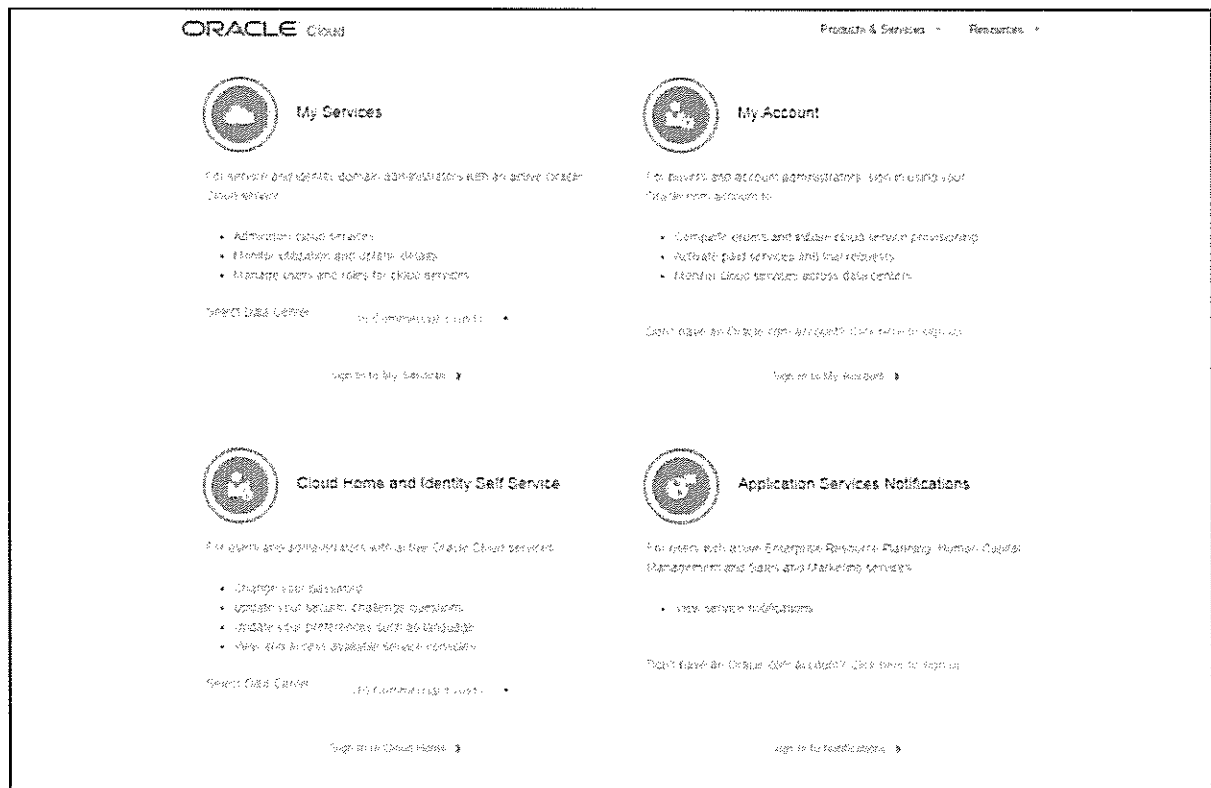
e. Describe the options available for the City to monitor uptime of the system.

KRONOS RESPONSE:

Kronos provides monthly reports upon request.

ORACLE RESPONSE:

The Oracle Cloud Customer Portal provides our customers with a number of different cloud management functions ranging from the real-time monitoring of the uptime and performance metrics of their cloud service to managing their subscription and notifications. The portal allows you to monitor the status of: My Account, My Services, Application Services Notifications and Cloud Home and Identity Self-Service:



My Account

Monitor the status of services for an entire account, across multiple data centers and identity domains. This can include active, expired and pending cloud services. Cloud services will only appear in the My Account dashboard if the user logged in is an account administrator. On the other hand, My Account may be used to assign other account administrators for specific cloud services.

My Account can also be used to access the Oracle Store to view more cloud services that may be of interest to you. As a service owner, the account administrator can perform the following functions in Oracle Cloud Customer Portal:

- ✦ Monitor All Services across Multiple Data Centers

- + Purchase One or More Services across Multiple Data Centers
- + View Order Details and Order History
- + View Customer Support Identifier Details to Enable Use of Oracle Support facilities
- + Manage Credit Cards and Purchase Orders
- + Monitor Billing Cycles and Payments
- + Monitor Service Entitlement Overages
- + Upsize, Downsize, and Terminate any Service
- + Activate Any Service at Any Time
- + Monitor Service Level Agreements (SLAs)
- + Monitor Aggregated Service Metrics
- + Monitor Scheduled and Unscheduled Outages to Services
- + Delegate Service Administration Role Assignment to other Users
- + Delegate Account Administrator Role Assignment to other Users

ORACLE Cloud My Account
Dashboard Orders Security

Dashboard > HCM (Oracle HCM Cloud Service)

HCM (Oracle HCM Cloud Service)

Data Center: EMEA Commercial 1 Time zone: Europe/London
Identity Domain: ABC
Subscription: Paid
Instance: Development

OVERVIEW
for February 2015

100% Uptime
0 Outages

Service Status - February 2015
Month view | Quarterly View | Year view | Current Month

Legend: Before Activation Service up Planned Outage Service muted

Additional Information

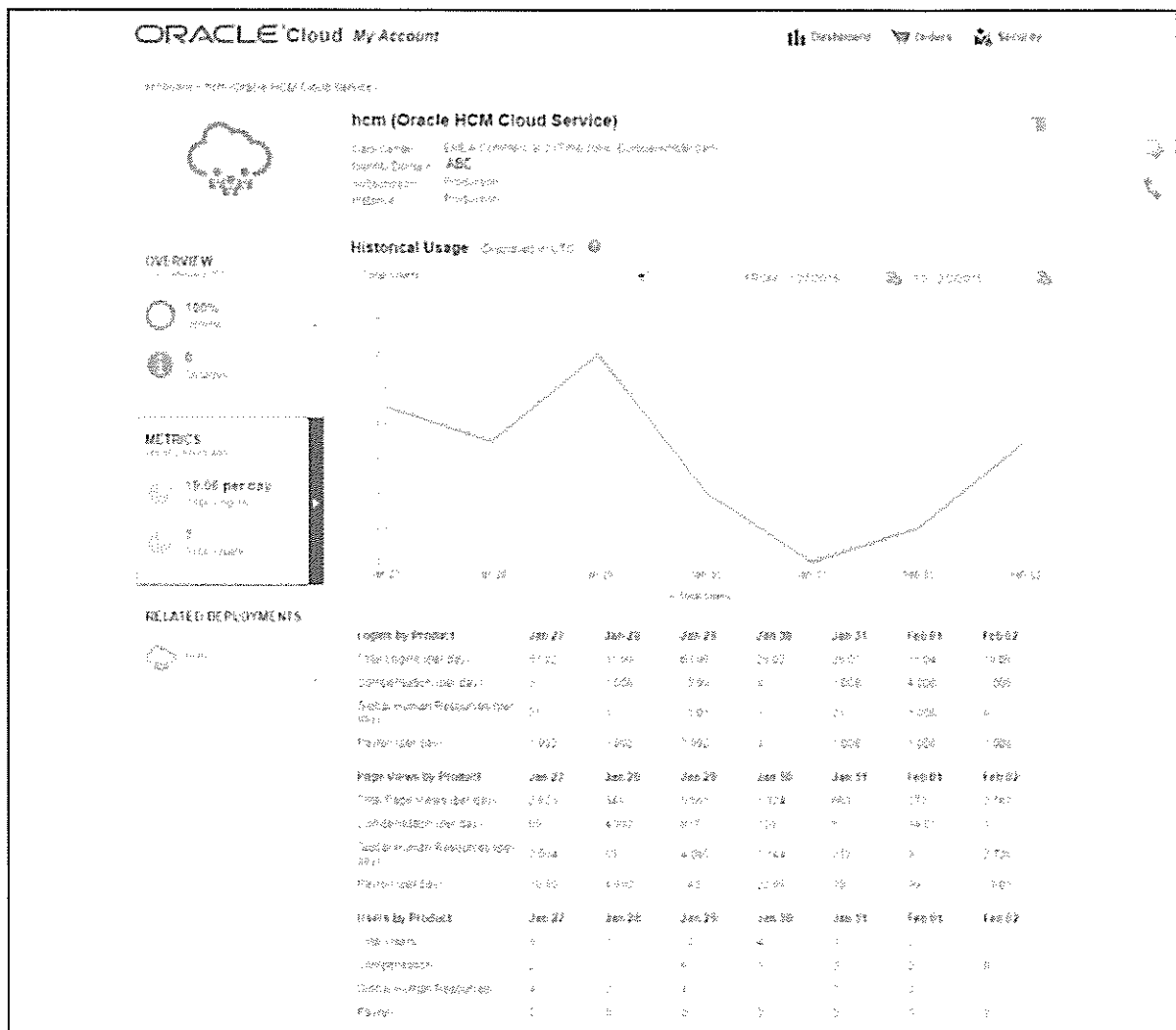
Plan: HCM	Version: 11.1.3.0.0
Service Start Date: 30-Jan-2015	Status: Active
Subscription ID: 12345678	My Services URL: http://myhrservices.abc1.oracle.com
Order ID: 1234567890	Domain SFTP Host & Port: sftp.emea1.cloud.oracle.com
Account: Test Company	Domain SFTP User Name: EM1
CSI Number: 12121212	Service SFTP Host & Port: sftp.emea1.cloud.oracle.com
Buyer: jane.doe@testcompany.com	HCM SFTP User Name: Not available
Account Administrator: jane.doe@testcompany.com	Service SFTP User Name: EM1
Data Center: EMEA Commercial 1	Service REST Endpoint: Not available

METRICS
as of 6:00pm on 2/2/15

No violation data

RELATED DEPLOYMENTS

HCM



My Services

Monitor and operate all active services within a single identity domain. This is where you will be able to view all uptime and performance metrics around a specific cloud service. My Services provides functionality for monitoring and operating your activated Oracle Cloud services. For each service type, detail and service metrics have unique and specific features. Similar to the My Account dashboard, only the cloud services in which you are an account administrator will be displayed.

The My Services dashboard will display both utilization metrics for the most recent set of metrics captured and also for historical usage that displays data captured over the past seven days. Customers are able to use these metrics to determine whether they are consistently under- or over-utilizing their cloud service, which may lead to a change in their subscription to become more cost efficient.

As a service administrator, users can perform the following functions in Oracle Public Cloud Customer Portal:

- ✦ Utilization Metrics
- ✦ Current and Historical Uptime Metrics
- ✦ View Notifications

- + Manage Services and Applications within a Single Data Center
- + Manage Service Associations
- + Manage Identity Federation
- + Manage Application Deployments
- + Manage Application Life Cycle
- + Retrieve Terminated Service Archives
- + Access Logs
- + Add Applications
- + Request to Upsize, Downsize, or Terminate Any Service

f. Describe physical and data security practices for SaaS-based solution and data.

KRONOS RESPONSE:

Auditing – SOC I, II and III Controls

Kronos offers a hosting environment built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accountants (“AICPA”) SSAE16 (i.e., SOC 1) and the AICPA Section 100a, Trust Services Principles Criteria, for Security, Availability, and Confidentiality (i.e., SOC 2 and SOC 3).

The Kronos cloud resides in a collocated data center, which also undergoes an independent examination in accordance with the AICPA’s SSAE16 standard and is ISO 27001 certified. Co-location services consist of superior physical and environmental protection services. The facility perimeter is equipped with surveillance cameras and a 24-hour guard station to monitor access. Network traffic to VLANs in the KPC is regulated via redundant, next-generation firewalls that limit access to authorized management and customer traffic.

Physical Controls

The Kronos cloud primary data center is located in the greater Boston metro area and offers world-class facilities for power management, heating/ventilation/air conditioning (HVAC), fire detection and suppression, seismic engineering, physical security, Tier 1 internet connectivity, and access to an intelligent IP and IP MPLS network. The facility is designed to meet the stringent requirements of customers who require the highest availability of critical IT assets, including Workforce Management applications and data.

Power

The Kronos cloud uses a data center with 100 percent redundant power. The design features isolated paths from two fully independent uninterruptible power source (UPS) systems, each of which can carry the entire load of the part of the data center that it serves. In the unlikely event that a UPS or any of its downstream devices fails, the other UPS will safely assume the entire load, without any switching or load transfer.

The data center’s fuel system has been designed to provide continuous run time under a full load. A total of 7,500 gallons of fuel are stored on-site to provide 23 hours at full load in the event of a power failure before refueling is required. Agreements with multiple fuel suppliers ensure timely refueling when needed.

HVAC

The computer room air conditioning (CRAC) system for the raised floor space consists of 24 computer room air conditioner (CRAC) units fed from an N+1 central chilled water plant. Air is evenly distributed through the 24-inch raised floor via movable floor diffusers. Both humidification and dehumidification are monitored by a local sensor.

Fire Suppression

The Kronos cloud data center features a dual interlock pre-action fire sprinkler system. Two initiating device inputs require heat detection and loss of air pressure to activate water flow into the pipe. Under normal conditions, the sprinkler pipe contains no water.

Physical Site

- ✦ Unmarked building with false entrances
- ✦ Bulletproof walls and glass throughout the facility
- ✦ Vehicle blockades at entrances
- ✦ Attention to seismic engineering helps keep potential disasters from interrupting your business operations; for example, racks are anchored to the concrete slab below the site's raised floor
- ✦ Security cameras with digital recorders located throughout the facility and grounds

Access Control

- ✦ On-premises security guards
- ✦ Biometric systems, including palm scanners
- ✦ Portals and single-person traps that restrict multi-person access and ensure individual authentication and access control

Data Communications

- ✦ Multiple points of building access supply diverse physical routes, ensuring a high level of resiliency
- ✦ Multiple metropolitan area network (MAN) carriers for point-to-point and dark-fiber connectivity
- ✦ N+1 network infrastructure and configuration provide redundancy within each component
- ✦ Dual bandwidth BGP options ensure the highest levels of availability

Monitoring and Maintenance

Kronos maintains the equipment specifically related to your Kronos workforce management solution to ensure high availability and optimal performance. In addition, we provide 24x7 monitoring of network communications, server disk space, CPU utilization, and other factors that can significantly impact solution performance and end-user experience.

Kronos also provides software-related maintenance services. We install application updates, service packs, new software versions, and legislative updates (if applicable), allowing you to take advantage of the latest software features and enhancements while minimizing your risk of noncompliance.

Further, Kronos Incorporated has been accepted by the U.S. Department of Commerce as a participant in the EU/US Privacy Shield Framework and is included in the list of registered companies found at www.privacyshield.gov. The Privacy Shield was designed by the U.S. Department of Commerce and the European Commission to support transatlantic commerce by providing a mechanism to comply with EU data protection requirements when a company is transferring personal data from the European Union to the United States.

ORACLE RESPONSE:

Oracle provides secured computing facilities for both office locations and production cloud infrastructure. Common controls between office locations and co-locations/datacenters currently include, for instance:

- + Physical access requires authorization and is monitored.
- + Everyone must visibly wear official identification while onsite
- + Visitors must sign a visitor's register and be escorted and/or observed when on the premises
- + Possession of keys/access cards and the ability to access the locations is monitored. Staff leaving Oracle employment must return keys/cards

Additional physical security safeguards are in place for all Oracle Cloud data centers, which currently include safeguards such as:

- + Premises are monitored by CCTV
- + Entrances are protected by physical barriers designed to prevent vehicles from unauthorized entry
- + Entrances are manned 24 hours a day, 365 days a year by security guards who perform visual identity recognition and visitor escort management

System Access Control & Password Management

Access to Oracle Cloud systems is controlled by restricting access to only authorized personnel. Oracle enforces strong password policies on infrastructure components and cloud management systems used to operate the Oracle Cloud environment. This includes requiring a minimum password length, password complexity, and regular password changes. Strong passwords or multi-factor authentication are used throughout the infrastructure to reduce the risk of intruders gaining access through exploitation of user accounts.

System access controls include system authentication, authorization, access approval, provisioning, and revocation for employees and any other Oracle-defined 'users'. Customer is responsible for all End User administration within the program. Oracle does not manage Customer's End User accounts. Customer may configure the programs and additional built-in security features.

g. Describe how data is secured and data backup/restore procedures.

KRONOS RESPONSE:

Kronos Cloud Services conducts daily, incremental disk-to-disk back-up of customer applications and data. Daily back-ups have a seven-day retention period. We also perform full weekly back-ups with a 28-day retention period. All back-ups are performed during a scheduled maintenance window.

All customer applications and data backed up on a daily and weekly basis are replicated off site to the Kronos Cloud Services disaster recovery site in Chicago, Illinois. For security purposes, all data is encrypted in transit when replicated to the off-site environment. Kronos Cloud Services conducts formal tests on a quarterly basis to validate that the back-up is successful and that the data can be restored.

Kronos offers a self-encrypting drive option to secure data at the hard drive level for the customer's production and nonproduction environments in the Kronos Cloud. The self-encrypting drive utilizes advanced encryption standard (AES) at 256 CBC standards.

ORACLE RESPONSE:

In support of Oracle's Cloud Disaster Recovery practices, Oracle periodically makes backups of production data in Customer's Cloud Service for Oracle's sole use to minimize data loss in the event of a disaster. Database backups are stored at the primary site used to provide the Oracle Cloud Services, as well as at an alternate location for redundancy purposes. A backup is retained online and/or offline for a period of at least 60 days after the date that the backup is made. Oracle typically does not update, insert, delete or restore Customer data on behalf of Customer. However, on an exception basis and subject to written approval and additional fees, Oracle may assist Customer to restore data which Customer may have lost as a result of their own actions.

h. Describe redundancy strategy and restoral procedures, including process to transfer to secondary location.

KRONOS RESPONSE:

The Disaster Recovery Process for Standard & Enhanced Plans:

1. During normal operations, the Kronos production environment is replicated nightly to the storage arrays within the Disaster Recovery location.
2. Upon invocation of a disaster by Kronos, the Kronos Cloud Hosting (KCH) team will begin to position and deploy replacement hardware in the secondary datacenter; the most current VM snapshot will be used.
3. Kronos will begin a staging process in the Disaster Recovery location. The staging process is a preliminary validation of the network, hardware and applications checkpoints.
4. Upon completion of the staging and validation process, the Kronos team will begin to bring each environment online
 - ✦ Kronos application software startup is a predetermined sequence with validation being applied at each environment.
 - ✦ If an application does not startup correctly, Kronos team will work with internal resources to resolve the issue, if the issue was not present previous to the disaster recovery declaration.
 - ✦ Upon successful startup of all installed Kronos application software and virtual images, each application must be validated via each application's solution validation workbook, which the Kronos installer uses to initially validate that the application was online and working.
 - ✦ Upon successful start-up of the Kronos application, Kronos will notify internal resources to redirect the firewall traffic and release the URL to the customer for access.
 - ✦ Kronos Cloud Hosting will inform the Cloud Customer Manager (CCM) so that they can notify the customer that the application is online and available.
5. Kronos strongly suggests that the customer have a designated group of users to perform internal application validation testing
6. Once the disaster recovery failover is considered complete, a disaster recovery post-mortem will be planned with the customer.
7. Scheduling a roll-back to the primary site is a reverse process of the disaster recovery and may be required once the primary location is recovered.

ORACLE RESPONSE:

For business continuity in the event of an incident affecting Oracle Cloud Services, Oracle deploys the services on resilient computing infrastructure. Oracle's production data centers have component and power redundancy with backup generators in place to help maintain availability of data center resources in the event of crisis as described below.

- ✦ Redundant Power - The infrastructure design includes redundant power feeds to the data center and redundant power distribution for the data center and to the data center racks. Data center cooling components (chillers, towers, pumps and computer room air conditioning units) include redundancy. The emergency standby power includes redundant battery backup with generator fuel stored onsite and contracts in place for refueling.
- ✦ Redundant Network Infrastructure - Network designs include redundant circuits from different carriers, firewall pairs, switch pairs, and load balancer pairs.
- ✦ Redundant Program Servers - Customer's environment consists of a set of one or more physical servers or virtual servers that provide services to Customer. The overall program tier functionality may be distributed across multiple physical servers or virtual servers.
- ✦ Redundant Database Servers - Databases are configured to distribute workload across multiple physical servers. High availability is achieved through clustering and replication.
- ✦ Redundant Storage - Oracle Cloud services data resides in redundant storage configurations with protection from individual disk or array failure.
- ✦ Oracle Cloud Services Backup Strategy- In support of Oracle's Cloud Disaster Recovery practices, Oracle periodically makes backups of production data in Customer's Cloud Service for Oracle's sole use to minimize data loss in the event of a disaster. Database backups are stored at the primary site used to provide the Oracle Cloud Services, as well as at an alternate location for redundancy purposes. A backup is retained online and/or offline for a period of at least 60 days after the date that the backup is made. Oracle typically does not update, insert, delete or restore Customer data on behalf of Customer. However, on an exception basis and subject to written approval and additional fees, Oracle may assist Customer to restore data which Customer may have lost as a result of their own actions.

System Resilience

Oracle Cloud Services maintains a redundant and resilient infrastructure designed to maintain high levels of availability and to recover services in the event of a significant disaster or disruption. Oracle designs its cloud services using principles of redundancy and fault-tolerance with a goal of fault-tolerance of a single node hardware failure.

Oracle Cloud Services provide an infrastructure that incorporates a comprehensive data backup strategy. The Oracle Cloud includes redundant capabilities such as power sources, cooling systems, telecommunications services, networking, application domains, data storage, physical and virtual servers, and databases.

Oracle has two separate data centers that function as primary and secondary sites for Oracle Cloud Services. Customer's production standby (secondary site) environment will reside in a data center separate from Customer's primary site. Oracle will commence the disaster recovery plan under this Policy upon its declaration of a disaster, and will target to recover the production data and use reasonable efforts to re-establish the production environment at the secondary site. For a major regional jurisdictional area (e.g., the United States or the European Union), Oracle operates both a production and secondary site within that region. Customer data is replicated in physically separate facilities in order to restore full services in the event of a disaster at a primary site. Secondary sites are architected to the same performance standards as primary sites. Backups are for Oracle's sole use in the event of a disaster.

i. Describe communication and escalation procedures related to incident identification and resolution.

KRONOS RESPONSE:

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- ✦ **High Priority:** A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll.
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For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

ORACLE RESPONSE:

Oracle evaluates and responds to incidents that create suspicion of unauthorized access to or handling of Personal Data ("Incident"). GIS is informed of such Incidents and, depending on the nature of the activity, defines escalation paths and response teams to address those Incidents. GIS will work with Customer, with internal Oracle lines of business, with the appropriate technical teams and, where necessary, with outside law enforcement to respond to the Incident. The goal of the Incident response will be to restore the confidentiality, integrity, and availability of the Cloud Services environment, and to establish root causes and remediation steps.

Oracle operations staff is instructed on responding to Incidents where handling of Personal Data may have been unauthorized, including prompt and reasonable reporting to GIS and to Oracle Corporation's legal department, escalation procedures, and chain of custody practices to secure relevant evidence.

For purposes of this section, "Security Breach" means the misappropriation of Personal Data located on Oracle systems or the Cloud Services environment that compromises the security, confidentiality or integrity of such information. Oracle will inform the City within three business days if Oracle determines that Personal Data has been subject to a Security Breach (including by an Oracle employee) or any other circumstance in which Customer is required to provide a notification under applicable law, unless otherwise required by law.

Oracle will promptly investigate the Security Breach and take reasonable measures to identify its root cause(s) and prevent a recurrence. As information is collected or otherwise becomes available, unless prohibited by law, Oracle will provide Customer with a description of the Security Breach, the type of data that was the subject of the breach, and other information Customer may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant data protection authorities.

j. Describe the approach to applications management in areas including, but not limited to, service package management, application server management, and monitoring and reporting on application processes.

KRONOS RESPONSE:

Standard scheduled maintenance periods are established by Kronos to provide ample time to maintain and update the Applications and/or environment, when necessary. During scheduled maintenance periods, the Applications are available to Kronos and to the hosting staff to perform periodic services.

Systems and Applications will generally remain available to the Customer during maintenance periods; however, there may be instances where server shutdowns or restarts are required. Kronos will provide notice to Customer in instances when shutdowns or systems restarts are necessary. Notice will be provided via an email notification the Primary Customer Contact two days in advance so that planning can

be facilitated. Emergency maintenance, because of its unplanned nature, shall not require any advance Customer notification, however Kronos will notify Customer as soon as reasonably possible.

Maintenance windows:

Schedule maintenance windows are established by Kronos to maintain and update the services, when necessary. During these maintenance periods, the services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will make commercially reasonable efforts during the maintenance period to ensure the services are available to the customer. Kronos provides customers flexibility in selecting their maintenance period based on location and day of the week preference.

Customer specific maintenance periods:

- + 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 months to perform customer specific maintenance, excluding any customer requested application updates.
- + Customer specific maintenance will occur between 12am - 6am during customer's selected time zone.
- + 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 the customer. If emergency maintenance is required, Kronos will provide as much notice as reasonably possible.
- + Customer specific maintenance windows also include additional maintenance windows mutually agreed upon by the customer and Kronos.
- + In absence of instruction from the 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.

ORACLE RESPONSE:

The proposed solution is for a SaaS deployment. Oracle Cloud applications are 100% SaaS, providing capabilities customers expect out of SaaS applications including lower TCO, with no hardware to purchase or software to manage and automatic upgrades and rapid feature advancement. Operational tasks such as installation, patches, ongoing maintenance, upgrades, monitoring, and backup and recovery are managed by Oracle Cloud Operations and those costs are included as part of the subscription costs. Painless upgrades and frequent enhancements are automatically delivered at the rate of 2 per year keeping customers current with all other cloud users.

Oracle performs changes to Cloud hardware infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud Services. Oracle follows formal change management procedures which include the management of regular and ongoing application upgrades and updates, coordinated customer specific changes where required, and system and service maintenance. Oracle requires that the software versions of Oracle Cloud Services be kept current with the versions that Oracle designates as generally available to its commercial customers.

k. Provide information on frequency of upgrades and point releases and the process by which they are tested and rolled out with no, or minimal, disruption to the client.

KRONOS RESPONSE:

Application Service packing is optional

ORACLE RESPONSE:

We perform upgrades to your environments approximately twice a year. We offer a four to six month upgrade window, so you can select an upgrade schedule that works for your business. Standard updates are applied to your environments on a predefined schedule – they are first applied to non-production environments and then to production environments two weeks later, depending on the type of update. This gives you time to test the updates, and identify and report any issues before the updates are applied to your production environment. If you need additional time to test the upgrade in your non-production environment, you can request additional testing time during the upgrade scheduling process.

Customers may use/implement the new functionality within the Cloud Services purchased as it is introduced. Each new release is preceded by a "Release Content Document" and a "What's New in Release NN Guide", amongst others, to provide the details about what is new and/or changed in the upcoming release. These documents will allow you to review the functionality and provide time for you to become familiar with changes. Where possible, Oracle allows you to control when the new feature is exposed to your end users. This allows you to upgrade first, and then manage the introduction and use of new features at a pace that works for you.

Oracle releases readiness documentation on upcoming new releases so customers can plan and prepare for upgrades. Documentation includes white papers, manuals, release content documents as well as videos or webcasts from Development. An example of a Release Readiness documentation may be found at: https://cloud.oracle.com/en_US/saasreadiness/erp?readinessRID=1445271675962.

Information is also available to customers via Oracle Applications Customer Connect, a portal for customers to interact with other cloud customers as well as Oracle. Oracle Applications Customer Connect is a community gathering place for collaboration spanning several solutions. Whether you are looking for the latest release information for Human Capital Management solutions, upcoming events, answers to use-case questions, or executive messaging, and our community is your one-stop-shop.

l. Describe each of Respondent's change management, upgrade and patch management policies.

KRONOS RESPONSE:

Kronos has a formal process in place, backed by automated tools and systems, to help ensure change planning, execution, and follow-through are executed in a controlled and coordinated manner that minimizes disruption to cloud services and ensures timely change management for customers.

The Kronos Change Control team receives requests for changes from two sources: Cloud Customer Managers and Kronos Global Support. Your Cloud Customer Manager coordinates all planned changes, including installation of new software versions, point releases, and legislative updates, with our Kronos Cloud consultants. Kronos Global Support, in the course of troubleshooting a customer issue, may also identify unplanned changes that require prompt attention to bring the issue to resolution.

Once a change request is submitted to the Change Control team, all planned and unplanned changes are categorized as minor, standard, major, or critical based on risk level and reviewed by Change Control management. Once approved, the changes are developed, tested, and implemented within the time frame specified for each category. Standard changes are typically implemented within a five-day period. Kronos follows standard operating procedures for all planned changes. Changes are generally applied to the nonproduction environment prior to a production change request.

Certain changes impact more than one customer. In those instances, Kronos issues a broadcast message to the affected customers. Kronos also performs changes required to maintain operating systems and other third-party applications that form the base of the Kronos workforce management platform. Implementation of these changes is carefully scheduled to minimize service disruption, especially during critical periods in the customer's payroll cycle. Furthermore, Kronos reviews vendor and third-party security bulletins to identify and recommend necessary patches and apply those that will protect the customer's security.

ORACLE RESPONSE:

The proposed solution is for a SaaS deployment. Oracle Cloud applications are 100% SaaS, providing capabilities customers expect out of SaaS applications including lower TCO, with no hardware to purchase or software to manage and automatic upgrades and rapid feature advancement. Operational tasks such as installation, patches, ongoing maintenance, upgrades, monitoring, and backup and recovery are managed by Oracle Cloud Operations and those costs are included as part of the subscription costs. Painless upgrades and frequent enhancements are automatically delivered at the rate of 2 per year keeping customers current with all other cloud users.

Oracle has well-defined Change Management policies, as outlined in the Oracle Cloud Enterprise Hosting and Delivery Policies:

Oracle Cloud Operations performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud. Oracle follows formal change management procedures to provide the necessary review, testing, and approval of changes prior to application in the Oracle Cloud production environment.

Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and Customer specific changes. Oracle Cloud Change Management procedures are designed to minimize service interruption during implementation of changes.

Oracle reserves specific maintenance periods for changes that may require the Cloud Service to be unavailable during the maintenance period. Oracle works to ensure that change management procedures are conducted during scheduled maintenance windows, while taking into consideration low traffic periods and geographical requirements. The typical scheduled maintenance period is once a month on Friday, initiating at approximately 20:00 data center local time, lasting around 10 hours. There are exceptions to this schedule for some Cloud services; further documentation is available on My Oracle Support.

Oracle will work to provide prior notice of modifications to the standard maintenance period schedule. For Customer-specific changes and upgrades, where possible, Oracle will work to coordinate the maintenance periods with Customer.

For changes that are expected to cause service interruption, Oracle will work to provide prior notice of the anticipated impact. The durations of the maintenance periods for planned maintenance are not included in the calculation of Unplanned Downtime minutes in the monthly measurement period for System Availability Level (see "Oracle Cloud Service Level Objective Policy"). Oracle uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that cause service interruptions.

m. Describe Respondent's identity management and help desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts (if that is part of its service).

KRONOS RESPONSE:

Customer managed with in the application

ORACLE RESPONSE:

City of Austin users who have access to the City's central Cloud accounts can have their passwords reset by another City of Austin user who has supervisory control of the master account. If that user or users forgets their password, then an SR would need to be raised with Oracle Support to reset the password.

For Oracle HCM Cloud, users can change their own passwords on a regular basis or have an admin change their password for them (and the user would then have to change the password after first login). If the City uses a central identity store, then that identity store would manage the application passwords.

n. Describe Respondent's approach to exporting City's data in an open format (e.g., XML, JSON, Text, etc.) that can be handled by City.

KRONOS RESPONSE:

Data integration between on premise or other cloud based systems can be achieved via SFTP flat-file transfers. SFTP servers are hosted in the cloud where any number of customer initiated retrieval utilities can be used to send and receive data files.

The SFTP servers are secured using SSH encryption (PGP 'data at rest' encryption is optional too). Customers are required to open port 22 to access the SFTP servers. File retrieval can be automated using any number of 3rd party tools including but not limited to, WinSCP, FileZilla, Mozilla, and Command-line. Generic MFTP accounts will be created at project kick-off or shortly thereafter.

ORACLE RESPONSE:

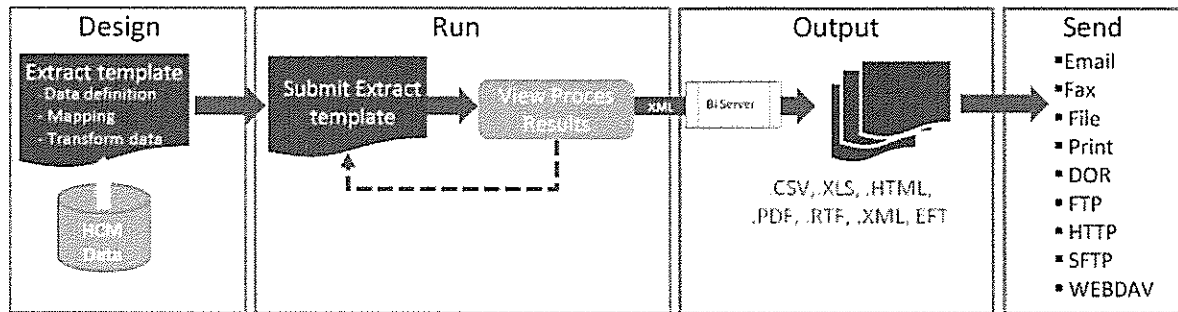
To export data from the Oracle HCM Cloud, Oracle offers two simple solutions, HCM Extracts and Business Intelligence Composer. These outbound data can be delivered in several formats like pdf, csv, rtf, ppt, xml, Excel with different delivery modes (SFTP, emails...)

HCM Extracts

This solution consists of a set of prebuilt templates delivered by Oracle on the defined Oracle HCM data objects. It is ideal for complex reporting and extraction needs, such as distribution of data to third-party systems. Customers can also easily modify existing templates or create their own templates to extract virtually any data in their HCM Cloud service.

The Oracle HCM Extract facility also has the ability to extract only the changes in a selected data set. Data is extracted in to an Extensible Markup Language (XML) file, which Oracle Business Intelligence Publisher (BI Publisher) can then transform and transpose to different formats, schedule and automate distribution.

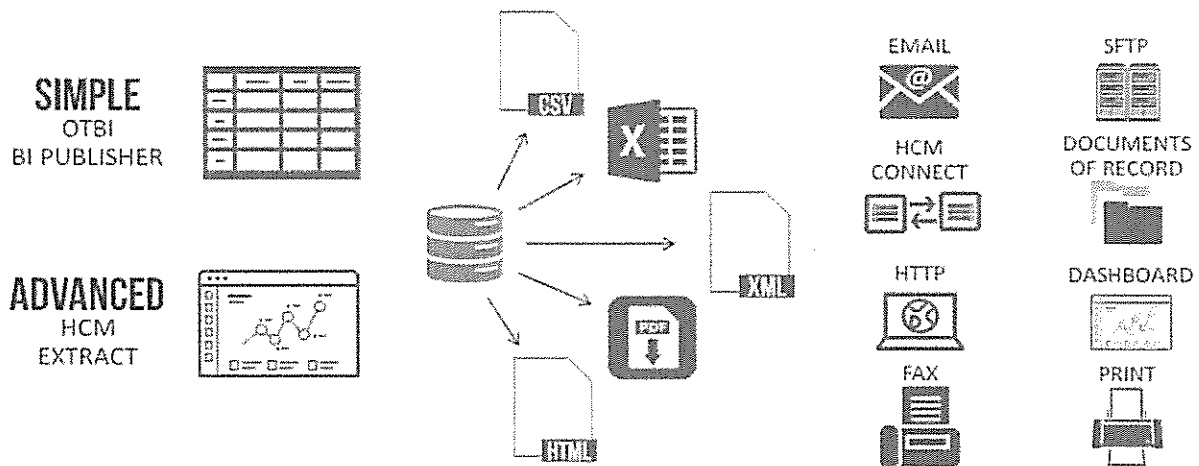
Here the process flow to setup and design HCM Extracts based on template:



Oracle also delivers module-specific extracts for Payroll and Benefits, reducing the amount of time customers need to spend on them.

Oracle Business Intelligence Composer

BI Composer is an easy-to-use, wizard-driven report creation tool delivered with Oracle Cloud applications. It uses Oracle's Transactional Business Intelligence (OTBI) system to extract real-time operational data – and is ideal for smaller data sets and simple record extract.



o. Describe intrusion detection and prevention capabilities and approaches.

KRONOS RESPONSE:

Kronos conducts security assessments or penetration tests annually via third-party providers. Any detected vulnerabilities are immediately addressed and corrective measures are instituted.

ORACLE RESPONSE:

Oracle Cloud uses a Network Intrusion Detection System (NIDS) to protect the Services environments. NIDS sensors are deployed in either IPS (Intrusion Prevention Mode) or IDS (Intrusion Detection Mode) to monitor and proactively block suspicious network traffic from reaching the Services environments. Intrusion Detection policies are based on the combination of three vectors:

- + Signatures
- + Protocol anomalies
- + Statistical anomalies of the network traffic being monitored

NIDS alerts are routed to a centralized monitoring system that is managed by the Oracle Cloud security operations teams 24x7x365. Oracle Cloud Services utilize Network Intrusion Detection Systems (nIDS) to protect the environment. nIDS sensors are deployed in either IPS (Intrusion Prevention Mode) or IDS (Intrusion Detection Mode) on the network in order to monitor and block suspicious network traffic from reaching the internal network. In addition, our applications are hardened to these same high levels of certification and qualifications required for US DoD DIACAP, G-Cloud IL3, NIST 800.53 and FedRAMP, to name a few.

Oracle evaluates and responds to incidents that create suspicions of unauthorized access to or handling of Customer data whether the data is held on Oracle hardware assets or on the personal hardware assets of Oracle employees and contingent workers. When Oracle's Global Information Security (GIS) organization is informed of such incidents and, depending on the nature of the activity, GIS defines escalation paths and response teams to address those incidents. GIS will work with Customer, and the appropriate technical teams, and law enforcement where necessary to respond to the incident. The goal of the incident response will be to restore the confidentiality, integrity, and availability of Customer's environment, and to establish root causes and remediation steps. Operations staff has documented procedures for addressing incidents where handling of data may have been unauthorized, including prompt and reasonable reporting, escalation procedures, and chain of custody practices.

Lastly, Production Event Notifications or PENs are official documents provided proactively to Oracle Cloud customers and authorized Oracle employees for the unplanned outages or service degradation in Oracle Cloud production environments. PEN provides necessary communications in the form of notifications.

p. Describe procedures for installing security patches for all applications

KRONOS RESPONSE:

Schedule maintenance windows are established by Kronos to maintain and update the services, when necessary. During these maintenance periods, the services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will make commercially reasonable efforts during the maintenance period to ensure the services are available to the customer. Kronos provides customers flexibility in selecting their maintenance period based on location and day of the week preference.

Customer specific maintenance periods:

- + 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 months to perform customer specific maintenance, excluding any customer requested application updates.
- + Customer specific maintenance will occur between 12am - 6am during customer's selected time zone.

- ✦ 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 the customer. If emergency maintenance is required, Kronos will provide as much notice as reasonably possible.
- ✦ Customer specific maintenance windows also include additional maintenance windows mutually agreed upon by the customer and Kronos.
- ✦ In absence of instruction from the 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.

ORACLE RESPONSE:

The proposed solution is for a SaaS deployment. Oracle Cloud applications are 100% SaaS, providing capabilities customers expect out of SaaS applications including lower TCO, with no hardware to purchase or software to manage and automatic upgrades and rapid feature advancement. Operational tasks such as installation, patches, ongoing maintenance, upgrades, monitoring, and backup and recovery are managed by Oracle Cloud Operations and those costs are included as part of the subscription costs. Painless upgrades and frequent enhancements are automatically delivered at the rate of 2 per year keeping customers current with all other cloud users.

Oracle has well-defined Change Management policies, as outlined in the Oracle Cloud Enterprise Hosting and Delivery Policies:

Oracle Cloud Operations performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud. Oracle follows formal change management procedures to provide the necessary review, testing, and approval of changes prior to application in the Oracle Cloud production environment.

Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and Customer specific changes. Oracle Cloud Change Management procedures are designed to minimize service interruption during implementation of changes.

Oracle reserves specific maintenance periods for changes that may require the Cloud Service to be unavailable during the maintenance period. Oracle works to ensure that change management procedures are conducted during scheduled maintenance windows, while taking into consideration low traffic periods and geographical requirements. The typical scheduled maintenance period is once a month on Friday, initiating at approximately 20:00 data center local time, lasting around 10 hours. There are exceptions to this schedule for some Cloud services; further documentation is available on My Oracle Support.

Oracle will work to provide prior notice of modifications to the standard maintenance period schedule. For Customer-specific changes and upgrades, where possible, Oracle will work to coordinate the maintenance periods with Customer.

For changes that are expected to cause service interruption, Oracle will work to provide prior notice of the anticipated impact. The durations of the maintenance periods for planned maintenance are not included in the calculation of Unplanned Downtime minutes in the monthly measurement period for System Availability Level. Oracle uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that cause service interruptions.

q. Describe how Respondent systematically enforces access controls.

KRONOS RESPONSE:

Once logged on to the system, multi-faceted security profiles control the functional and data access rights of supervisors and employees. Role or group based as well as individual security profiles are possible as there is no limit to the number of security profiles that may be created. The system provides several sign-off options to prevent unauthorized changes after supervisor time approval.

Authorization and security is maintained within the logon session via a security identifier provided by the Java Authentication and Authorization Services (JAAS) in application's J2EE application server. This prevents someone from typing in a URL and accessing an area of the product that they do not have rights to access.

Authorization is provided by 4 profiles:

- ✦ Function Access Profile: This profile determines the functions a user can see and use.
- ✦ Data Access Profile: These profiles determine the pay codes, work rules, and reports a user is allowed to use.
- ✦ Generic Data Access Profile. This profile determines what configuration data a user is allowed to see and access.
- ✦ Logon Profile: Logons using Kronos authentication services are controlled by the following Strong Password characteristics, which are configurable by the site:
 - Minimum Length
 - User name and password cannot match
 - No Spaces
 - Numbers are required
 - Non-alphanumeric symbols are required
 - Lower case is required
 - Character repeat maximum
 - Character sequence maximum
 - Certain passwords can be forbidden. (forbidden password dictionary).
 - Upper case is required
 - Recurring and one-time password changes (for example, every 90 days).
 - Password reuse management (for example, do not reuse a password if it has been used within the past four password changes).
 - User account lockout after a specified number of failed attempts over a specified timeframe (e.g. lockout after three attempts until reset by IS).
 - Question based employee password self-recovery

ORACLE RESPONSE:

Access to Oracle Cloud systems is controlled by restricting access to only authorized personnel. Oracle enforces strong password policies on infrastructure components and cloud management systems used to

operate the Oracle Cloud environment. System access controls include system authentication, authorization, access approval, provisioning, and revocation for employees and any other Oracle-defined 'users'. The Customer is responsible for all End User administration within the program. Oracle does not manage Customer's End User accounts.

Only Oracle Cloud operations teams access Customer environments through a segregated network connection, which is dedicated to environment access control and isolated from Oracle's internal corporate network traffic. The dedicated network functions as a secured access gateway between support systems and target program and database servers. Regional gateways are synchronized forming a meshed global array designed to provide continuity of support operations in the event any one of the gateways were to fail. Authentication, authorization, and accounting are implemented through standard security mechanisms designed to ensure that only approved operations and support engineers have access to the systems. Cryptographic controls are implemented to provide Cloud operations and support with secured, easily configured access to target programs.

During the use of Oracle Cloud services, Oracle Cloud Customers maintain control over and responsibility for their data residing in their environment. Oracle Cloud services provide a variety of configurable information protection services as part of the subscribed service. Customer data is data uploaded or generated for use within the subscribed Oracle Cloud service.

r. Describe how City's data is separated and maintained as separate from other customers' data.

KRONOS RESPONSE:

Single Tenant

ORACLE RESPONSE:

Oracle Cloud applications leverage the next generation tenancy model which we refer to as 'Advanced Virtualized Tenancy'. In this model each customer accesses their own private database instance, not a database shared with other cloud customers. Our customers still enjoy the advantages and benefits of the cloud in terms of broad network access, hardware resource pooling for unlimited performance and rapid elasticity for unexpected demand. Oracle engineered its Cloud on its own highly performance hardware and leading technology, offering the best possible performance and security controlled environment.

The benefits of this approach, apart from securing the customer's data are:

- ✦ Simple, subscription-based pricing ensuring lower initial costs, deployment on preconfigured environments, and faster time to benefit
- ✦ Virtualized segregation of your data so that only you can access them
- ✦ The possibility to upgrade when convenient for the customer (for instance if you're on an intense recruitment campaign, you can request a delay of the upgrade)
- ✦ With virtualization, Oracle is able to scale the resources allocated to each customer individually. Oracle monitors the resources with Enterprise Manager and is thus able to adapt allocated resources. For instance, if you plan to bulk upload data, add more users, or manage more employees after a merge & acquisition.

s. Describe how confidential City data will be stored internally.

KRONOS RESPONSE:

PI information is at the customers description, Kronos does not mandate this information.

ORACLE RESPONSE:

Oracle Cloud offers several standard encryption technologies and options to protect data, depending on the particular Cloud Service, while in transit or at rest. For network transmission, Customers may choose to use secured protocols (such as TLS) to protect their data in transit over public networks. Secured protocols available in the Oracle Cloud offer strong encryption algorithms. Strong key management policies and processes are employed for any Oracle Cloud encryption.

t. Describe how Respondent is able to identify and report on unauthorized releases of City data, and prevent unauthorized releases of City data.

KRONOS RESPONSE:

The Kronos Private Cloud is constantly being monitored to protect against breaches and exploits by our Cloud Security team however, should there be a known breach affecting the customer's data, Kronos will activate the Incident Response Plan and the Customer will be notified within 24 hours of confirmation of the breach. After containment, a root cause analysis and remediation plan will be put into place. Throughout, Kronos shall provide customer timely updates and information. The Incident Response Plan includes notification via email, phone or other communication mechanism.

ORACLE RESPONSE:

During the use of Oracle Cloud services, Oracle Cloud customers maintain responsibility for their data residing in their environment. Oracle Cloud services provide a variety of configurable information protection services as part of the subscribed service. Customer data is data uploaded or generated for use within the subscribed Oracle Cloud service. Customer remains solely responsible for its regulatory compliance in its use of any Oracle Cloud Service. Customer must make Oracle aware of any requirements that result from its regulatory obligations prior to contract signing, and if additional controls are required and mutually agreed upon, additional charges may apply.

Oracle has an Incident Response Plan for IT security breaches. Oracle evaluates and responds to incidents that create suspicions of unauthorized access to or handling of Customer data whether the data is held on Oracle hardware assets or on the personal hardware assets of Oracle employees and contingent workers. When Oracle's Global Information Security (GIS) organization is informed of such incidents and, depending on the nature of the activity, it defines escalation paths and response teams to address those incidents. GIS will work with Customer, and the appropriate technical teams, and law enforcement where necessary to respond to the incident. The goal of the incident response will be to restore the confidentiality, integrity, and availability of Customer's environment, and to establish root causes and remediation steps. Operations staff has documented procedures for addressing incidents where handling of data may have been unauthorized, including prompt and reasonable reporting, escalation procedures, and chain of custody practices.

u. Describe how Respondent implements virus protection and ensures all communication between the SaaS environment and the City is virus free.

KRONOS RESPONSE:

Kronos deploys a third-party, commercially available antivirus solution on servers to prevent viruses and malware from being deployed in the cloud environment.

Additionally, Physical and logical access to the Cloud-hosted environment is limited to authorized employees based on their business role. Privileged access is further restricted to a subset of the authorized

employees, such as system administrators, and logical access is granted with a named user ID and unique complex password.

Customer Access

Customers will access the Kronos web application via encrypted TLS sessions. The application provides the customer with the ability to configure application security and logical access per the customer's business process. In the event the customer identifies an issue related to the security, availability, or confidentiality of the data or system, the customer will notify Kronos. The customer may require file transfers to populate or extract Kronos application data. This shall be accomplished using SFTP to send or retrieve files from the customer's application server. In addition, each customer has a unique named user account and associated password.

Kronos Management Access

Management access to the environment is limited to authorized Kronos support staff and customer-authorized integrations. A centralized secure file transfer solution facilitates data transfers between the customer and its cloud environment. This solution provides for an encrypted transmission and logging of all files transferred into or out of a customer environment. Kronos performs continuous monitoring in the cloud environment.

Kronos deploys next-generation functionality firewalls with Intrusion Prevention System (IPS)/Intrusion Detection System (IDS) which restrict network traffic to authorized traffic. Log monitoring is performed by a third-party monitoring services which does not have physical or logical access to the customer's data.

ORACLE RESPONSE:

Oracle Cloud employs anti-virus software to scan uploaded files when deemed necessary by Oracle. Virus definitions are updated daily.

v. Bug fixes: Respondent must provide a procedure for reporting, tracking, fixing, and user acceptance of bug fixes.

KRONOS RESPONSE:

Kronos Global Support is the appropriate vehicle for customers to troubleshoot any issues and report bugs and/or application defects. Kronos also provides a Knowledge Base for customers to search and learn about features/workarounds.

Customers are notified of new releases and bug fixes on our Customer Portal and by Workforce Matters, our electronic newsletter sent to email subscribers. Customers with known problems may also be notified directly by Kronos service personnel.

Customers can download service packs and bug fixes from the Kronos Customer Portal website. They can also sign up for automatic notification of service pack releases.

ORACLE RESPONSE:

Oracle has well-defined Support policies, as outlined in section 5 of the Oracle Cloud Enterprise Hosting and Delivery Policies. Please refer the following document for details: <http://www.oracle.com/us/corporate/contracts/ocloud-hosting-delivery-policies-3089853.pdf>

Support Services for Oracle Cloud consists of:

- + Diagnosis of problems or issues with the Oracle Cloud Services.

- + Reasonable commercial efforts to resolve reported and verifiable errors in the Oracle Cloud Services so that they perform in all material respects as described in the associated Program Documentation.
- + Support during Change Management activities described in the Oracle Cloud Change Management Policy.
- + Assistance with technical service requests 24 hours per day, 7 days a week.
- + 24 x 7 access to a Cloud Customer Support Portal designated by Oracle (e.g., My Oracle Support) and Live Telephone Support to log service requests.
- + Access to community forums.
- + Non-technical Customer service assistance during normal Oracle business hours (8:00 to 17:00) local time.

Cloud Customer Support Portal - As part of the Oracle Cloud offering, Oracle provides Customer Support for the Cloud Service through the Cloud Customer Support Portal designated for that Cloud Service. The Oracle Cloud Customer Portal provides our customers with a number of different cloud management functions ranging from the real-time monitoring of the uptime and performance metrics of their cloud service to managing their subscription and notifications. All Customer relevant service notifications and alerts are posted on this portal.

Live Telephone Support - Your technical contacts may access live telephone support via the phone numbers and contact information found on Oracle's support web site at: <http://www.oracle.com/support/contact.html>

8 EXPERIENCE, BACKGROUND, QUALIFICATIONS

Neos was founded, and is led by career IT project consultants who know what it means to deliver high-impact results to customers. Our leadership team was forged in fires of successfully delivering high-profile, mission critical ERP projects with tight time lines and limited budgets. This provides a deep understanding of customer needs, mission and constraints. It also means we appreciate the demands of being an onsite consultant. We strive to provide delivery excellence to our customers and provide best in class support for our consulting staff.

Neos Consulting Group, LLC (Neos) is one of the first vendors selected to contract with the State of Texas through the Texas Department of Information Resources (DIR) to provide Deliverables-Based Information Technology Services to Texas State and Local governments. Neos has selected Applications Software Technology, LLC ("AST") as it's sole subcontractor. Due to AST's extensive background and capabilities with these type of services, AST will be responsible for all project activities for this SOW. Neos will perform contractual oversight and quality assurance. Applications Software Technology, LLC (AST) will provide program and project management oversight for this project.

For the Phase 1-Time & Attendance, Labor Scheduling, and Leave Management, Kronos will provide software and functional/technical consulting and support services. Kronos personnel will report to AST's Project Manager for day-to-day status reporting on project progress.

Should the City elect to implement the proposed Oracle Fusion HCM and Talent Management Cloud Applications for Phases 2-8, AST will not only continue to provide program and project management services, but AST personnel will also perform the functional/technical consulting and support services for the Oracle Fusion HCM and Talent Management Cloud applications.

In both circumstances, we have assumed the City of Austin, TX will obtain software directly through their respective DIR contract vehicles.

Section 1-Company Overview

AST Company Overview

Applications Software Technology (AST) LLC is a full-service information technology solutions company with over 21 years' experience developing, implementing and architecting information systems for Municipal Government agencies. We are an award-winning Kronos and Oracle Reseller and Oracle Systems Integrator, Global Platinum Partner, and Cloud Premier Partner. AST was established on the assumption that successful implementations of enterprise wide systems depend on an equal measure of software expertise and a complete understanding of the client's organization and industry best practices. This vision still guides our organization today and has resulted in unprecedented stability and steady growth. Since 1995, our team of accomplished and talented experts have demonstrated unwavering commitment to helping customers realize the full potential of their investment in Oracle Applications and Technology.

The company's official name and headquarters (including address). The Respondent shall also indicate what type of entity it is — for example, a corporation or a partnership.

Applications Software Technology, LLC is a Limited Liability Company organized in the State of Delaware. We are headquartered in Naperville, IL. Our Corporate Address is listed below:

AST, LLC
1755 Park Street, Ste 100
Naperville, IL 60563

The name, address, email, and telephone number of the person who receives correspondence and who is authorized to make decisions, or represent the Respondent. Please state his or her capacity within the company.

Jeff Quade, Regional Sales Director
512.299.5148
jquade@astcorporation.com

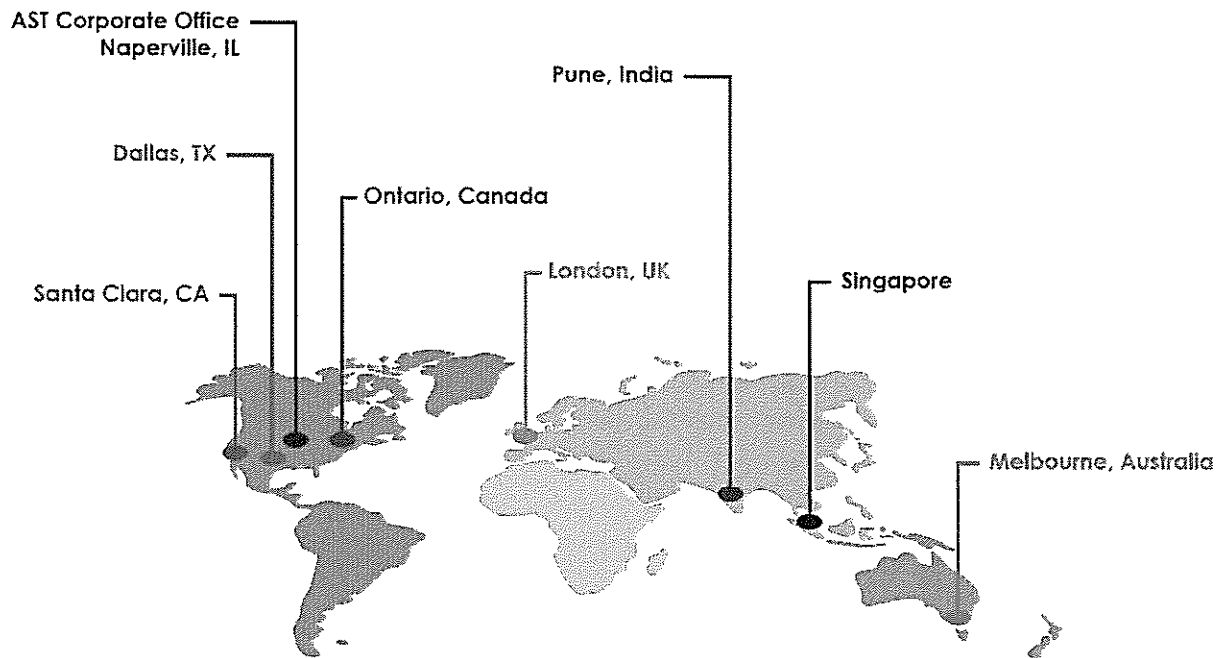
The total number of years the Respondent has been in business and, if applicable, the number of years under the present business name.

AST has been in business since July 21, 1995. We have been operating under our current company name, AST, LLC for 7 months. AST underwent a re-organization in December 2016 which changed our business name from Applications Software Technology Corporation to Applications Software Technology, LLC.

A description of the Respondent's operations: facilities, business and objectives, and the number of employees.

AST is a global company headquartered in Naperville, IL with offices in Dallas, TX; Santa Clara, CA; Toronto, ON, Canada; Pune, India; Melbourne, Australia; Singapore; and London, UK.





With more than 400 employees stationed around the world, we can mobilize the right resources, skills, and innovative Oracle solutions to help clients improve operational efficiency, performance, and their bottom line.

A brief summary of Respondent's product portfolio, including number of distinct products sold (this should not be a full duplication of the information provided in Tab 1, but a high-level overview of that information, and identify any other products not mentioned in Tab 1)

AST is a one-stop-shop for ALL Oracle System Integration consulting services, both on premise and cloud. Since 1995, we have grown from a boutique Oracle E-Business Suite Systems Integrator to a global Oracle consultancy with expertise ranging from Oracle Enterprise Security, Document Management, Integration, Customer Experience/Customer Relationship Management, Financials, Human Resources, Procurement, Business Intelligence, Data Quality and Management, Budgeting and Performance Management and other Oracle Applications and Technologies.

AST is an Oracle Platinum Partner, Cloud Premier Partner, Oracle Cloud Managed Services Global Partner, and a certified reseller of Oracle Software and Technology.

The number of years that the Respondent has been providing the application(s).

AST has been an exclusive provider of Oracle consulting services since July, 1995 (22 years).

Kronos Company Overview

The company's official name and headquarters (including address). The Respondent shall also indicate what type of entity it is — for example, a corporation or a partnership.

Kronos Incorporated is 100% owned by Kronos Acquisition Corporation. Kronos Acquisition Corporation is a private entity which is 100% owned by Kronos Parent Corporation. Kronos Parent Corporation is a private entity and is owned by various shareholders.

The name, address, email, and telephone number of the person who receives correspondence and who is authorized to make decisions, or represent the Respondent. Please state his or her capacity within the company.

Chris Layne Account Executive (303) 726-7503
christopher.layne@kronos.com

The total number of years the Respondent has been in business and, if applicable, the number of years under the present business name.

Kronos Incorporated has been in business nearly 40 years.

A description of the Respondent's operations: facilities, business and objectives, and the number of employees.

Currently, Kronos employs approximately 5,014 people worldwide. Headcount and growth rate are as follows:

Kronos Locations

Kronos maintain 76 offices in 12 countries, including 51 offices in the United States. Product development personnel are in our Chelmsford, MA and Cleburne, TX locations. Kronos Global Support is located at our Chelmsford, MA headquarters, with Professional Service personnel distributed among all our branch offices to assist in implementation and on-site maintenance. Kronos does not publish information regarding the number of employees per location and their breakdown by relevant departments, and this information is not readily available.

A complete and updated listing of all Kronos offices is available on our website at <https://www.kronos.com/about-us/locations-and-global-reach>.

A brief summary of Respondent's product portfolio, including number of distinct products sold (this should not be a full duplication of the information provided in Tab 1, but a high-level overview of that information, and identify any other products not mentioned in Tab 1)

The Kronos® Workforce Central® suite of workforce management solutions are purpose-built for your industry to help drive business outcomes by engaging your employees, controlling labor costs, increasing productivity, and minimizing compliance risk. Manage your workforce on a proven cloud platform that is secure, scalable, and mobile — allowing you to do business when or where you choose to access its power.

- ✦ One central, automated solution: Manage schedules, track time and attendance, administer absence and leave, and measure productivity — all streamlined through automation to engage your workforce and achieve better business results.
- ✦ Self-service capabilities: Anytime, anywhere PC or mobile access to real-time information and personalized data empowers managers and employees to make more informed decisions in the moment for better outcomes.
- ✦ High-quality information: Powerful reporting and analytics provides managers and executives with visibility into standardized and accurate data, alerts and dashboards, and comprehensive analysis of day-to-day activities.

Our Workforce Central products help you manage your workforce — from the front line to the C-suite. Workforce Central offers:

- ✦ **Workforce Timekeeper:** Kronos Workforce Timekeeper enables you to track, manage, and control employee time and attendance for uncompromised results. This powerful solution consistently applies work and pay rules, tracks and enforces complex compliance requirements, and simplifies

time-consuming administrative tasks. As a result, your organization is better able to control labor costs, minimize compliance risk, and improve workforce productivity.

- + **Workforce Scheduler:** Kronos® Workforce Scheduler™ takes the guesswork out of scheduling by giving managers the tools and information they need to plan accurately and execute intelligently. This powerful solution can help your organization align labor to demand, balance coverage, fill open shifts, manage employee fatigue, and make more informed scheduling decisions to better control labor costs, minimize compliance risk, and improve workforce productivity.
- + **Workforce Absence Manager:** Kronos® Workforce Absence Manager™ reduces the impact planned, incidental, or extended employee absence has on your organization. Without visibility into absence trends, managing costs, maintaining productivity, and staying compliant pose real challenges. Kronos absence management software provides the visibility you need to protect your bottom line from the high cost of absence.
- + **Workforce HR and Workforce Payroll:** The Kronos Workforce HR and Workforce Payroll solution is an integrated human resources, benefits, and payroll software application that gives your organization flexible control over your HR processes. Providing complete automation and high quality information, this innovative solution helps you to control costs, minimize compliance risk, and improve productivity while reducing total cost of ownership.
- + **Workforce Talent Acquisition:** With Workforce Talent Acquisition Express™, you will have the luxury of being able to start hiring quickly at a low cost of ownership and much quicker implementation time than our Enterprise solution, with the ability to add features at your own pace — with your unique budgetary parameters in mind. Hiring a workforce is a process that requires an automated hiring management system that's easy for everyone to use. Candidates need a positive experience with an easy-to-use career site. Hiring managers need a simple, easy-to-use tool to select the best candidates. The Workforce Talent Acquisition Express hosted applicant tracking system gives hiring professionals smart, efficient tools to find, process, and hire applicants. Whether your hiring needs are ongoing and/or high-volume or occasional and requisition-based, there is an Express solution for you.
- + **Workforce Analytics:** Kronos® Workforce Analytics™ transforms your integrated workforce data into actionable, role-based insights. This powerful analytics solution takes the “who” and the “what” of your daily workforce operations and applies business intelligence to uncover the “why,” helping you to understand the hidden causes — and costs — of issues like excessive overtime, chronic absenteeism, low productivity, and ineffective schedules.
- + **Workforce Activities:** Kronos® Workforce Activities™ gives you the automated tools you need to reconcile all your paid time to labor. You can take action before your bottom line is at risk to: 1) Optimize labor costs by reconciling all paid time. 2) Improve workforce productivity and performance by spotting constraints and delays. 3) Improve workforce standards by measuring against the best.
- + **Workforce Mobile:** The Kronos® Workforce Mobile™ solution is a mobile connection to your Workforce Central® system that lets your workforce complete common administrative tasks right on their mobile devices. Wherever managers are, they can easily see and rapidly respond to potential workforce management issues via Workforce Mobile Manager. And through Workforce Mobile Employee, employees can perform their time management tasks when they need to, where they need to.
- + **Workforce Tablet:** Kronos® Workforce Tablet™ provides mobile access to your Workforce Central® system. Get the power of Kronos on your iPad.
- + **Workforce Budgeting:** Workforce Budgeting™ — part of the Kronos® for Retail workforce management suite — addresses budgeting challenges by giving retailers a more accurate and collaborative way to perform sales and labor planning. The application accomplishes this by

allowing corporate, district, and store managers to contribute, revise, and approve planning-related content. This, in turn, allows the creation of reality-based plans — built from the bottom up — that align store level staffing and operational needs with corporate sales and productivity goals.

- ✦ **Workforce Forecast Manager:** Your store managers must consider many factors when creating a schedule. While they may be able to estimate the correct number of employees needed to cover an average week or month, can they accurately forecast by shift or hour for a specific day? The Kronos® Workforce Forecast Manager™ for Retail allows managers to accurately forecast business volume and labor allocations. This robust labor forecasting software solution helps project sales and required labor down to 15-minute increments. It allows store managers to create accurate forecasts based on a wide range of definable metrics, including sales, transactions, customers served, and units sold. Managers can independently forecast and distribute expected business volume across each day.
- ✦ **Workforce Task Management:** The Workforce Task Management™ solution simplifies store execution management. Now, key stakeholders in the store execution process – task creators, gatekeepers, managers, and corporate – all have access to exactly the right level of information they need to perform their roles. As a result, they can raise productivity, improve customer satisfaction, and increase sales.
- ✦ **InTouch:** The Kronos InTouch provides an unrivaled user experience that reshapes the way you think about — and the way employees interact with — your workforce management system. All through a simple touch-screen time clock designed to meet the needs of tomorrow, today.

The number of years that the Respondent has been providing the application(s).

Kronos® Incorporated was founded by Mark S. Ain in 1977. Kronos has been providing workforce management solutions for 38 years, and serving international customers through our international dealers and direct sales offices for over 18 years.

Section 2-Financial Information

The Respondent shall provide a complete set of audited financial statements for the past three years. All financial statements should be prepared to Generally Accepted Accounting Principles (GAAP). Each vendor should note that the City reserves the right to purchase credit reports and additional financial information as it deems necessary. The Respondent shall also provide a copy of its corporate annual report, if applicable.

AST has included audited financial statement for the past three closed fiscal years as an attachment with this response.













The Respondent shall also provide details of any disciplinary actions or other administrative action taken by any jurisdiction or person against your organization. List and summarize all judicial or administrative proceedings involving any sourcing activities and anti-trust suits in which the Respondent has been a party within the last five years. If the Respondent is a subsidiary, submit above information for all parent companies.

The nature of AST's business is that it provides services, generally on a fixed fee or time and materials basis, for a period of time determined by the client's needs. Virtually all of its contracts end, given the nature of the services provided. AST has never been found to have defaulted on a client contract, however, some projects have been placed on hold often for reasons not related to performance. To date, we have not been party to any litigation with our clients past or present.

Section 3-Experience

AST is recognized for its focus on delivering insightful business solutions for the industries we serve. We have purposefully concentrated on a select number of Industry verticals so that we can speak the language of our customers, have a deep appreciation of their issues, and help solve their most complex business problems. It is this combination of product expertise and industry-specific knowledge that enables us to undertake transformational projects for our customers. Our pre-built solutions, accelerators and methodologies prove our expertise and adds value to our engagements.

The following are the twelve (12) industries where we operate and consistently transact business of over \$1M per year for each of the product areas identified.

	 Public Sector	 Utility & Energy	 High Tech	 Media	 BFSI	 Mass Transit	 Not-for-Profit	 Mfg.	 Life Science	 Retail	 Airport	 Service
ERP (On-Premise)	★	★				★		★	★		★	
Cloud ERP/HCM	★	★	★	★		★	★	★	★		★	★
BI & Big Data	★	★	★			★	★	★				★
EPM	★	★	★		★	★	★				★	
Middleware	★	★	★			★	★	★	★		★	
CX	★	★	★	★	★	★			★	★	★	★
MDM/EDQ	★	★	★	★	★	★				★	★	★
Managed Services	★	★	★			★	★				★	★

We have a history of tackling the most challenging Municipal Government implementation and support initiatives with an unprecedented record of achievement. We have successfully implemented robust enterprise systems for large, multi-national organizations. Our clients include some of the largest government agencies and multi-national corporations.

AST City Government Clients



Timekeeping and HCM Experience

AST's Human Capital Management (HCM) practice has completed hundreds of HCM transformation projects with clients that were facing similar challenges transitioning from legacy systems leveraging outdated technology to more modern, intuitive and mobile systems as well as make substantial business process improvements that boost productivity and achieve significant cost savings. Like the City of Austin, we have helped many of our clients to transition from HR processes that are predominantly completed using paper forms, where there is no single source of HR data and disparate systems. Over the past 21 years, we have built a vast knowledge base and repository of solutions that meet the distinct requirements of Municipal Government clients. Using our deep domain knowledge, we provide proven, repeatable solutions to address critical business problems and decrease implementation timelines. It is because of our extensive experience working with similar clients that we are confident in AST's ability to successfully provide the required services to the City within the proposed scope and schedule.

"Thank you very much for a successful first week of go-live. Countless hours and collaboration have paid huge dividends. All of the employees will benefit from this by having easy access to their information. It could not have been done without the efforts of everyone who is a part of this team. I cannot thank you enough for the hard work. This is exciting!"

Peggy Rowe, Director of Human Resources, Pinellas County

"Implementing [the] Human Resources Management System has significantly improved our teacher tracking, reporting and recruitment efforts. As a result of these improvements, we saw a 17.7% reduction in 'non-highly qualified' teachers. As a growing school district, it is critical that we have the ability to compete with neighboring districts and ensure our students are served by the best and brightest teachers available."

Wesley Watts, Chief Information Officer, Prince George's County Public Schools

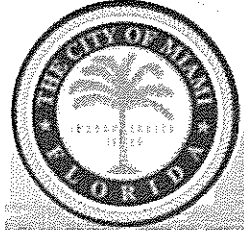
Kronos and Oracle HCM Experience

Kronos provides a best-in-class solution for labor management that complements Oracle's HR/Payroll applications, and offers multiple data collection options for Oracle applications. Kronos has been an Oracle partner since 1994, and is an Oracle Gold Partner. Earlier this year, Kronos and Oracle announced the formation of a new cloud collaboration relationship which has resulted in the combined offering we are proposing for the City of Austin, TX.

AST is a trusted partner to both Kronos and Oracle. Several of our clients currently use both Kronos Timekeeping and Oracle ERP solutions including Hillsborough County, FL where in 2015 AST successfully completed a \$35M joint Oracle E-Business Suite ERP and Kronos implementation shared between the County and the City of Tampa-the largest such implementation of its kind in the U.S. Below, we've provided an overview of other AST joint Kronos and Oracle customers:



Clark County Water Reclamation District, NV uses Kronos integrated with Oracle E-Business Suite. AST has been supporting this client for over 4 years. Hourly employees report all time and Salaried employees report exception time in Kronos.



AST implemented Oracle and Kronos for City of Miami. Kronos was utilized by Police, Fire & PWD with different rules, accruals, validations & shifts. Integrated Kronos time and Oracle Time & Labor time (for regular Employees) into Oracle. Demographic and Paid Time Off accruals were sent from Oracle EBS to Kronos every day.

1. Identify experience the Respondent has in transitioning a client from a paper timesheet submittal to electronic timekeeping.

The primary challenge in switching from paper-based timesheet submittals to an electronic timekeeping system like Kronos Workforce Central is not technical, it's people. Although it happens in all industry sectors, in the Public Sector employees are often resistant to change. In a typical organization, upwards of 20 percent of employees could resist the changes brought about by an enterprise software implementation. This is not only normal, it is expected.

As part of our Organizational Change Management strategy, AST will work with the City of Austin to develop a comprehensive approach to ensuring the timekeeping project receives not just City Management buy-in, but buy-in from all levels of City staff. We will seek creative opportunities to positively spin the project as an effort towards becoming a more modern organization. We also make sure to highlight the benefits of electronic timekeeping systems, including ease of use, faster approval times, accurate paychecks and quick access to information.

We champion the use of the new system in several ways.

- ▶ We start with robust project communications and incorporate a formal communication strategy in the project charter to enhance and reinforce the change management efforts.
- ▶ "Why change?" and "What's in it for me?" are two critical questions in which we can provide thoughtful and detailed answers. We will continually reinforce the answers to these questions with help from the City's leadership team.
- ▶ We ensure there is a proper representation of your organization on the change management team. Project team members are often some of the best champions of change.
- ▶ Active and visible executive involvement in the project is the #1 factor for success in major business transformations. Therefore, we will develop a sponsor roadmap that makes it easy for executive team to be active and visible leaders for change.
- ▶ We hold frequent middle manager engagement sessions to spread positive messages throughout the organizations
- ▶ Last but not the least; we help clients establish a solid network of change agents to build project evangelists throughout your organization.

Combined, AST and Kronos have over 35 years of experience in the industry and more than 2,000 government customers. These customers vary in size from small (30 employees) to large (40,000 + employees) proving how our team's ability to successfully guide the City on the past to electronic timekeeping. The following is a list of customers who have successfully made a similar transition:

- City of Galveston, TX uses the Kronos System today with their Banner HR/Payroll System
- City of Tuscaloosa, AL is better able to track time for defense against FLSA claims/lawsuits.
- City of Gulfport, MS tracked labor hours for accurate FEMA reimbursement after natural and man-made disasters.
- Columbia Fire, SC can access up-to-date accrual balances increasing employee accountability.
- Indianapolis Fire, IN estimates over \$1M in overtime savings in 1st year.

2. Identify experience the Respondent has in developing an interface from the electronic timekeeping solution to a Payroll solution.

The Kronos Workforce Integration Manager enables your Kronos solution to interface with any third-party payroll system including the City's current Banner payroll system. Kronos offers a variety of integration methods to electronically move data between Workforce Central and the Banner Payroll system. The method you choose depends on your integration needs.

- ✦ **Table Import:** The Table Import Process enables you to write SQL statements to import your data into import tables and then process the data from the tables into the Workforce Timekeeper database. The import processes are often used for initial product startup to insert pre-existing data into your new Kronos database, and synchronicity with another data source, which allows your Kronos products to share information with an outside data source, such as your payroll system.
- ✦ **XML-based APIs Real Time Integration:** The Workforce Central Developer's Toolkit delivers access to the Workforce Timekeeper business logic via XML-based APIs and documentation. The APIs enable tight integration with other applications that result in real-time synchronization. Customer-specific data entry routines may also be developed for adopting the Workforce Timekeeper application to other business needs.
- ✦ **Workforce Integration Manager:** Workforce Integration Manager, a configurable data conversion tool, contains components for interface processing and interface development, and provides link capabilities for connecting the Workforce Timekeeper solution with not only payroll systems but a wide variety of applications to serve all of your integration needs.
- ✦ **Standard Integration Modules:** Kronos can also simplify the integration of your best-in-breed labor management system with your payroll solution through our standard integration modules. Kronos frequently certifies interfaces with ERP partners (including Banner and Oracle) to offer our customers a proven integration solution.

3. Identify experience the Respondent has in configuring the solution to support complex bargaining agreements for Fire Departments and/or other public safety, such as EMA and Police.

The Kronos solution proposed for the Phase 1: Time & Attendance, Labor Scheduling, and Leave Management project includes TeleStaff, a COTS automated scheduling solution that has been battle-tested for nearly 20 years in the public safety arena.

Workforce TeleStaff has been a trusted public safety scheduling and notification solution since 1997. As the industry leader, there are nearly 1,000 public safety customers to date across state, local, and federal markets that use Workforce TeleStaff. The technology and innovation behind TeleStaff will allow you to eliminate time and save money by enabling your organization to automate complex and labor-intensive workforce scheduling tasks, while increasing the capacity for strategic and tactical management of mission critical operations.

TeleStaff was the first-to-market public safety scheduling solution that truly redefined the way public safety operations manage staffing by merging telephony and scheduling capabilities into one system to solve scheduling and communication problems that plague operations.

Designed to eliminate paper-based, manual and error-prone staffing processes inherent to public safety, TeleStaff is able to automate workforce management processes – allowing command staff, employees, first responders and other critical resources to divert their attention to their mission critical work at hand.

Public Safety

Kronos provides Police, Fire, EMS, and Corrections with a public safety scheduling solution that truly redefines the way public safety operations manage staffing by merging telephony and scheduling capabilities into one system to solve scheduling and communication problems that plague operations.

Designed to eliminate paper-based, manual and error-prone staffing processes inherent to public safety, TeleStaff is able to automate workforce management processes – allowing command staff, employees, first responders and other critical resources to divert their attention to their mission critical work at hand.

Workforce TeleStaff has been a trusted public safety scheduling and notification solution since 1997. As the industry leader, there are nearly 1,000 public safety customers to date across state, local, and federal markets that use Workforce TeleStaff.:

- + Oakland County Children's Village
- + City of Indianapolis Fire
- + California Department of Corrections and Rehabilitation
- + City of Denver Police

4. Identify experience the Respondent has in implementing segments of HR functionality over time similar to the approach defined in the City's anticipated future project phases 2-8.

AST has successfully performed transformative Human Resources system implementations for hundreds of Public Sector customers. In many cases, our preferred approach to these projects is a phased deployment of HR functionality similar to that which is being considered by the City. Our typical approach lays a solid foundation for the system by deploying critical functionality such as personnel management, self-service, benefits administration and payroll. Once these components are established and users have acclimated themselves to the new systems and processes, then we begin rolling out advanced HR functionality such as recruiting, talent management, learning, compensation management, etc.

As the city nears closer to a decision on how to proceed with the future phases, we can develop a detailed HR deployment roadmap for the City to review and discuss.

5. Identify experience the Respondent has in replacing a legacy Payroll system.

Nearly every HCM implementation project that AST undertakes involves the replacement of legacy payroll systems. Our team has extensive experience standardizing rules and formulas for multiple Municipal Government divisions and all relevant collective bargaining units.

The case studies on the following page demonstrate our experience in managing HCM transformations for municipal government clients.



Case Study

Trusted Partnership Leads to HR Success for City of Regina

City of Regina, Saskatchewan, Canada

With a population of more than 195,000 citizens, Regina is the capital city of the Canadian province of Saskatchewan. The city is the second-largest in the province and a cultural and commercial center for southern Saskatchewan. In 2013, Regina was named the 6th best Canadian mid-sized city (17th best overall) in which to live.

Oracle Technologies

- Oracle Human Resources
- Oracle Advanced Benefits
- Oracle Payroll

Services Provided

- Assessment
 - Requirements Gathering
 - Project Planning
 - Roadmap
 - Recommendations
- Implementation
 - Project Planning
 - Configuration
 - Testing
 - Training
 - Deployment

Business Needs

The City of Regina has publicly stated its goal of becoming "the best run municipality in Canada". Its Business Transformation team has targeted the Oracle platform on which to build this success. Having previously implemented Oracle Financials, the City sought to replace its existing HR technology to provide a foundation for modern-day HRMS practices and integrate closely with financials. The City sought a trusted partner for guidance to maximum success.

During its Oracle Financials implementation, the City gained first-hand knowledge of the rigors of software implementation and the difficulty of managing change. It was resolute in its efforts to ensure that its HRMS project would instill industry best practices and attain maximum user adoption.

The City first contracted with AST, via a competitive bid process, to undertake an HRMS project assessment. This enabled the City to build, based on its unique requirements, a phased roadmap for its planned HRMS technology, including:

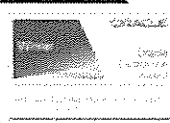
- Module prioritization--Considering timekeeping, core HR, benefits, payroll, business intelligence and self-serve modules, and
- Best project practices--Staffing the right team, backfilling project member roles, stakeholder buy-in, involved project sponsorship, and change management.

Based on the assessment and, again, via a competitive bid process, the City selected AST to assist with the first phase of its Oracle HCM Implementation. Simultaneously, the City contracted with AST-recommended vendor Workforce to implement a timekeeping system that ultimately touched every employee at the City.

Services & Benefits

The HRMS implementation was highly successful and has provided the City with:

- A new payroll system that standardizes rules and formulas for multiple collective bargaining units and City divisions.
- A new HR and Benefits system on which to build future modernization efforts, such as self-service features and more robust measurement of metrics and KPIs, and
- A motivated, agile team of HR professionals capable of managing the applications and advocating with users.



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AST is a leading Oracle Cloud solution for HR, CP, HCM, and HRMS. We are a leading provider of Oracle software and services. Our expertise in Oracle and our proven track record in Oracle software and services enable us to deliver the most challenging projects with confidence.



Pinellas
County

Case Study

Pinellas County Implements Oracle Project Unified System (OPUS)

Pinellas County, Florida

Centrally located on Florida's West Coast, Pinellas County is home to nearly a million residents. With 11 appointing authorities and nearly 4,000 employees, the County manages operations of all County services.

Oracle Technologies

- Oracle E-Business Suite
 - Financials
 - Asset Management
 - iProcurement
 - Advanced Purchasing
 - Projects/Grants
 - Human Resources/SSHR
 - Payroll
 - Time & Labor
 - Learning Management
 - Advanced Benefits
- Oracle Hyperion
 - Budgeting
 - Performance Management
 - Financial Reporting
- Oracle Business Intelligence Enterprise Edition

Services Provided

- Implementation Services
- Interface Development
- Data Conversion
- Reports Development
- Customizations
- Training
- Post-Production Support

"AST consultants were very professional, skilled and knowledgeable in the EBS applications as well as municipal government business processes. AST's leadership team was very engaged and was willing to go the 'extra mile' to get issues resolved and risks mitigated."

Peggy Rowe, HR Director

Business Needs

The County previously implemented a limited Oracle E-Business Suite (EBS) footprint to select appointing authorities. Users management and IT agreed that the applications did not fully capitalize on the potential for cost reduction, productivity improvements, or enhanced business intelligence. The initial implementation left the County's operations split – with the County operating on Oracle E-Business Suite, while its financial functions operated on a legacy financials application with inefficient interfaces. The solution required excessive manual operations to validate data and perform reporting. The proposed project, Oracle Project Unified System ("OPUS"), was the County's blueprint to improve and integrate its business processes around Oracle E-Business Suite.

Services & Benefits

AST recommended a full reimplementation of EBS, as well as new installations of Oracle Business Intelligence Enterprise Edition (OBIEE), Hyperion, and Advanced Procurement. The entire solution was implemented and consolidated using Oracle Access Manager for single sign-on access.

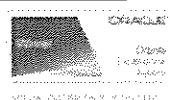
The legacy requisition process has been replaced with iProcurement to provide fund checking and electronic routing of requisitions for special purchases. Project details are now integrated into the requisitioning process and purchases are transferred to Projects for automatic tracking. AST also created an integrated solution for P-Card purchases and Payables utilizing iExpense.

Hyperion Planning and the power it delivers played a large part in OPUS. Two-way integration between Oracle GL and Hyperion Planning allows for the updating of COA values, as well as the extraction of budget and actual amounts from GL. AST migrated two years of actuals and budgets to Hyperion, and created data integrations with Oracle HRMS and Projects for workforce planning and long-term CIP budgeting, respectively.

For Human Resources, the OPUS Project migrated nearly all employees to self-service time entry, enabling automatic routing of time cards while eliminating manual time cards, time-keepers, payroll auditing, and pay stub and W-2 printing. Time entry forms now interface with the Projects module to capture labor and benefits costs for a project. Employee Leave processes were moved online, with custom reports and the ability for supervisors to review capabilities based on leave type. For training and knowledge transfer, AST employed Oracle UPK for authoring and managing content, while delivering online training across all modules.

By implementing the full EBS solution, the County has increased efficiency, reduced manual data validation, and replaced numerous paper approval process with system approvals and improved transparency.

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ORACLE Platinum Partner

AST is a leading Oracle Cloud solution provider. Our team of experts in Oracle Cloud solutions enable our clients to undertake the most challenging projects with confidence.



Case Study

Polk County Implements Oracle E-Business Suite with the POWER Project

Polk County, FL

Polk County, Florida is strategically located in the center of the peninsula. With a rapidly growing population, its central location, and high City connections, Polk County is a prime location for national and international business. The County has become one of Florida's leading manufacturing and distribution hubs.

Oracle Technologies

- Financials:
 - General Ledger
 - Projects & Grants
 - Accounts Payable/Receivable
 - Procurement
 - Supplier
 - Assets
 - Treasury/Cash Management
 - Public Sector Budgeting
- HR
 - Human Resources
 - Payroll
 - Time & Labor
 - Self-Service Human Resources
- Inventory
- WebADI
- Discoverer
- RDBMS Enterprise Edition 9i

"The team, along with consultants from AST Corporation, gave 110% to ensure the smooth conversion to the new system. The project has been implemented on time and under budget."

Richard M. Weiss, Clerk and Accountant to the Board of County Commissioners

Business Needs

Polk County, one of Florida's largest and fastest growing counties, had employed an outdated financial reporting system that severely limited the ability of managers to access essential data across departments. The County had an urgent need for a proven systems integration firm to provide an information platform that could improve business insights, management efficiency, and mitigate risks.

Services & Benefits

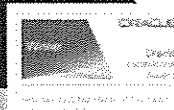
POWER (Polk Oracle Web Enabled Resources) is a deployment of Oracle's E-Business Suite for the Polk County Board of County Commissioners, the governing body of the County, as well as the County's Clerk of Courts, the County's Chief Financial Officer, Controller, and Treasurer. This system automates and serves key County business processes, including:

- Financial management and procurement
- Inventory management
- Projects and grants management, and
- Human resources and payroll management

With the new ERP system the County's staff acquired more time to analyze information, quickly generate real-time reports, and develop solutions to problems with confidence that its processes and analyses are based on data shared by the rest of the County. With Oracle E-Business Suite, the County has timely access of synchronized financial information and benefits from deeper insight into the accounts, budgets, inventories, transactions, and costs across all departments.

"Paper-based processes have become obsolete, our new system eliminates inefficiencies inherent in those old processes and will give County staff more time to analyze critical data," said Mr. Richard M. Weiss. "We will be able to view a comprehensive picture of our competence and effectiveness across all County departments."

"One of my main goals as County manager is to give our staff the best tools available to do their jobs as efficiently as possible. The Oracle system allows each of our departments to have access to real-time accurate information," said Mr. Michael Herr, County Manager. "In addition, duplication of effort, a problem under our former system, will become a thing of the past thanks to the ability of the new system to provide comprehensive, global data to all users. One of the hallmarks of the Oracle system is its ability to provide the Board of Commissioners timely information needed to make good business decisions."



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AST is a support Oracle Cloud solution for ERP, CRM, SCM, HRM, B2B, and more. Add security and privacy. Our excellent team provides our expertise with Oracle software and services to undertake the most challenging project with confidence.



Section 4-Qualifications

AST will leverage our 20+ years' worth of experience implementing hundreds of HR solutions to help the City accelerate adoption and quickly realize the value of our proposed Kronos and Oracle Fusion HCM solution.

Based upon AST's vast experience with integrating disparate systems both agency internal and external 3rd parties, we have many HCM Accelerators that we will utilize to meet the City's requirements for a quick and efficient deployment:

HCM Application Module Overview

Includes detail description of the functionality in each module. It is a strong tool to get the Customer team up to speed on all options available in the module

HCM Workbooks

The workbooks include questions regarding your operations that help capture requirement plus best practice test cases to get your team to think not how you do things today but what is the best way to accomplish the task tomorrow.

HCM Business Process Flows Best Practices

We have a series of processes by module that shows the actual flows by various roles. We started with documented processes and modified them based on our consultants' experiences and our clients' best practices.

HCM Configuration Documents

These documents walk the team through best practice for configuring the software. It is a step by step process to make sure the team does not miss something at the same time we capture the configuration setting and logic plus deviation from best practices if any.

HCM Pre-built test scripts

AST has an extensive repository of HCM Pre-built test scripts based on best practice business flows from our previous HCM implementations. Starting with a pre-defined template Improves quality and repeatability and reduces timeframe and costs without sacrificing quality.

Implementation Accelerators

HCM Pre-built templates and programs that maps historical legacy data and converts the data for initial testing and cutover. We use these same templates to map integration but different programs for on-going integration use. In each of our implementations projects, we have developed online and batch interfaces that have enabled day to day operations and meet leading IT industry standards.

Some of our innovative HCM products and implementation accelerators are listed here:

- ✦ In excess of 150 HCM metrics that can be delivered to organizations
- ✦ Solution design to help HR track progress within the organization toward its mission and organizational goals
- ✦ Employee Relations solutions, including tracking
 - Disciplinary/Corrective Actions
 - Ergonomics

- ADA Accommodation
- Employee Counseling
- EEO Complaint
- Sexual Harassment
- Grievances
- Background Checks
- Computer Application Access
- Property Assigned
- Preretirement Planning
- Interview Results
- Physical Requirements
- Reference Checks

Over the last 20 years, our team has successfully delivered on a number of innovative HCM solutions and Oracle “firsts”:

- ★ ***Largest shared municipal implementation of Kronos and Oracle HCM using a shared services model.*** AST was awarded the Oracle E-Business Suite and Kronos Workforce implementation for a joint and shared system between the City of Tampa and Hillsborough County in November 2012. It was the largest such implementation in the country. Hillsborough County and Tampa went live successfully with the last phase of the project in January of 2015, adding another satisfied client to AST’s long list of municipal customers. This implementation contract was valued at approximately \$35M.
- ★ ***First implementation of Oracle HCM Cloud Service in the Public Sector.*** EMWD sought a Cloud, SaaS solution to replace their legacy, on premise HR/Payroll solution. AST’s reputation for successful project delivery for public sector and utilities helped us win this pioneering Public Sector cloud project. In collaboration with EMWD, AST’s team tackled administrative inefficiency to streamline roles and responsibilities so as to enable the HR, Benefits, and Payroll staff to execute their core job responsibilities.
- ★ ***Significant changes to OAB Setups for Northeast Ohio Regional Sewer District.*** NEORSD chose AST to assist with key changes to its Oracle Advanced Benefits setups in order to deploy benefits improvements to employees such as Domestic Partner enrollments, Flexible Spending Accounts, Deferred Compensation, and new life insurance options for employee and children.
- ★ ***Affordable Care Act (ACA) Compliance Reporting.*** AST has assisted several Public Sector organizations with new reporting requirements as a result of the Affordable Care Act. To meet this need, AST developed and deployed a proven solution for ACA Compliance Reporting, building on capabilities inherent to Oracle E-Business Suite Financials. The solution is designed to work with a variety of HR, Benefits and Payroll systems to assist in measuring, tracking and reporting on benefits offered to employees including Oracle Advanced Benefits. This solution also includes pre-formatted reports, such as 1094-C and 1095-C, which can be generated and distributed to both employees and the IRS.
- ★ ***Business Transformation project for City of Regina, Saskatchewan, Canada*** As part of an effort to become the “Best Run Municipality in Canada,” AST was selected to implement an integrated HR/Benefits Administration/Payroll solution leveraging Oracle’s E-Business Suite. The new system went live in July 2015 and has resulted in the elimination of several previously manual processes.

AST’s responses to the Section 4 Qualifications table is provided below:

Key Questions	Vendor Provides Narrative Response
1. Indicate the number of years Respondent has been in the business of providing the type of Services sought by the City.	AST has provided HCM Solutions and project management for Public Sector organizations including large cities and counties for over 2 decades.
2. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.	System integration services for on-premise and cloud enterprise applications is AST's primary line of business and has been since 1995.
3. List all projects that the Respondent has completed in the past four years that demonstrate experience executing and successfully completing projects of this size and scope, working with federal, state, or local government entities providing services similar in size and scope.	<p>AST has been a pioneer in the advancement of cloud-based enterprise application implementations for Public Sector entities including cities, counties, schools, and utilities over the past 4 years. The list below provides a sample of the projects we've recently completed which demonstrate our experience successfully completing projects of this size and scope in the Public Sector.</p> <ul style="list-style-type: none"> + City of Detroit, MI-Cloud ERP Implementation + Dallas County, TX-Cloud-based Talent Acquisition System Implementation + Eastern Municipal Water District, CA-Cloud HCM Implementation + Northeast Ohio Regional Sewer District, OH-Cloud-based Talent Acquisition System + Prince William County, VA-Hosted ERP and HCM Implementation + Hampton Roads Sanitation District, One Premise ERP and HCM Implementation + Chicago Transit Authority, IL-ERP and HCM Upgrade
4. List all relevant projects that Respondent has in progress as of the proposal due date, and the solution(s) being implemented. For each project listed, give the target date of completion.	<p>AST has over 50 active projects. The list below provides a sample of the most relevant to the City of Austin's project:</p> <ul style="list-style-type: none"> + Citizens Property Insurance, FL-Cloud ERP and HCM Implementation (target go-live January 2018) + Electric Power Board of Chattanooga, TN-Cloud ERP and HCM Implementation (target go-live December 2018) + Duquesne Light Company-Cloud ERP Implementation (target go live June 2018)
5. Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities	AST has provided Oracle HCM Solutions and project management for Public Sector organizations including large cities and counties for over 20 years. Government entities of similar size where we have supported Oracle HCM solutions include Dallas County, TX; Pinellas

Experience, Background, Qualifications

	County, FL; City of Los Angeles (Housing Authority), CA; and Los Angeles County, CA (Sanitation District).
6. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.	AST has not previously worked with the City of Austin, TX, however we have several customers in the State of Texas including Dallas County.

9 PHASE 1 PROJECT IMPLEMENTATION APPROACH & UNDERSTANDING

The City of Austin, TX employs nearly 16,000 people in more than 40 departments providing a range of services to its constituents. While Banner has been and will remain the City's payroll system, the Human Resources Department currently relies on a series of point solutions, excel spreadsheets and access databases, and paper-based manual process to track and share critical personnel data and reporting. The most critical issue facing the City, however, is that time and attendance for all City employees is still tracked using paper timesheet submissions. Each pay period, a group of over 300+ "time keepers" are charged with manually entering timesheet data into the Banner payroll system.

As the first and most critical component to what the City hopes will be a complete Human Capital Management transformation, the City is seeking a new enterprise electronic timekeeping, labor scheduling, and leave management system. Although currently limited to the implementation of those three critical components, as part of this project, the City wishes to obtain information on any advanced HR functionality that would be compatible with the new Timekeeping system and helps achieve the City's long-term vision.

AST proposes the Kronos Workforce Central Timekeeping solution to meet the City's requirements for Phase 1 of this HCM transformation. Kronos solutions for state/local government agencies help control labor costs, minimize compliance risk, and maintain accountability and transparency. Designed for the City's unique needs, Kronos solutions automate and streamline management of attendance and leave policies and provide valuable on-demand visibility, mobile employee self-service, and robust public safety scheduling. AST has also teamed with Oracle, whose Fusion HCM Cloud Service is the recommended solution for future phases 2-8. Kronos and Oracle have recently formed a cloud collaboration relationship which has resulted in tight integration between the two solutions, and combined, Kronos and Oracle have tens of thousands of workforce management and HCM cloud customers around the world. This integration creates an end-to-end global HCM solution. Employee personnel data flows from Oracle HCM Cloud's core HR module to the Kronos Workforce Central suite, where organizations can benefit from industry-specific time and attendance, scheduling, absence management, employee self-service, data collection, and labor analytics capabilities. Workforce data is then synchronized with Oracle HCM and Banner to process the City's payroll.

The following tabs provide detailed information on our proposed approach to the phase 1 implementation.

9.A SCHEDULE AND WORK PLAN

The Kronos Workforce Central Suite will be implemented in two major stages: (1) Prototype and (2) Citywide Deployment. The prototype will include City Departments that utilize Basic Scheduling such as the Human Resources Department, Departments that employ shift scheduling such as the Austin Police Department, and Departments with Complex Scheduling needs such as the Austin Fire Department. We estimate that the Project Duration for building and deploying the Prototype will be 28 weeks (approximately 7 months) assuming the City utilizes a bi-weekly pay cycle and the prototype involves 3 deployment groups.

A full citywide deployment will follow the acceptance of the Prototype and will be rolled out by groups of departments in order to reduce implementation risk and ensure proper training and change management activities take place.

During the Define Stage of the project, AST's Project Manager, in conjunction with the Kronos Solution Architect and the City's Project Manager and Steering Committee, will finalize a detailed, resource-loaded Microsoft Project based Project Plan reflecting all tasks, milestones, and deliverables as well as tasks specific to Project Management, Quality Assurance, Change Management, and Training. To accomplish this, AST's Project Manager will start with the attached preliminary Project Work Plan and Deliverable Schedule. Using this plan as the basis allows us to then add tasks derived from the final agreed scope/approach, tasks unique to the City and/or required to address third party components, and the related work effort.

The finalization of the Project Plan is an iterative cycle of planning, reviewing, refining and editing. This helps to ensure involvement of the working team members in determining time commitments and understanding the effort, tasks, sequence and dates that will be used to govern the project schedule and ultimately ensure on-time delivery.

In addition to the embedded Work Plan and Gantt Chart provided herein, we have also provided this document as a separate attachment with our response submission.



City of Austin Phase
1 Work Plan and Ga

9.B STAFFING REQUIREMENTS AND PROPOSED ORGANIZATIONAL CHART

The success of a project of this size and magnitude can be directly tied to a well-defined robust partnership between client and consultant. In order to achieve the City's desired timelines and business objectives for Phase 1 of this project, it is essential that both AST, Kronos and the City contribute significant personnel resources to the effort. City resources can offer valuable insight to the project by providing a deep understanding of requirements, current processes and the City's organizational culture. Additionally, knowledge transfer has been found to be more effective when City personnel work side by side with the consulting team brainstorming solutions and configuring applications.

The City's project will be lead jointly by the AST and the City Project Management Team to create a total synergistic approach to project management and promote the most effective communication throughout the project. AST will provide Project Governance and day-to-day management of the Phase 1 Kronos Workforce Central Suite implementation. Kronos Functional and Technical consultants will report directly to AST's Project Manager.

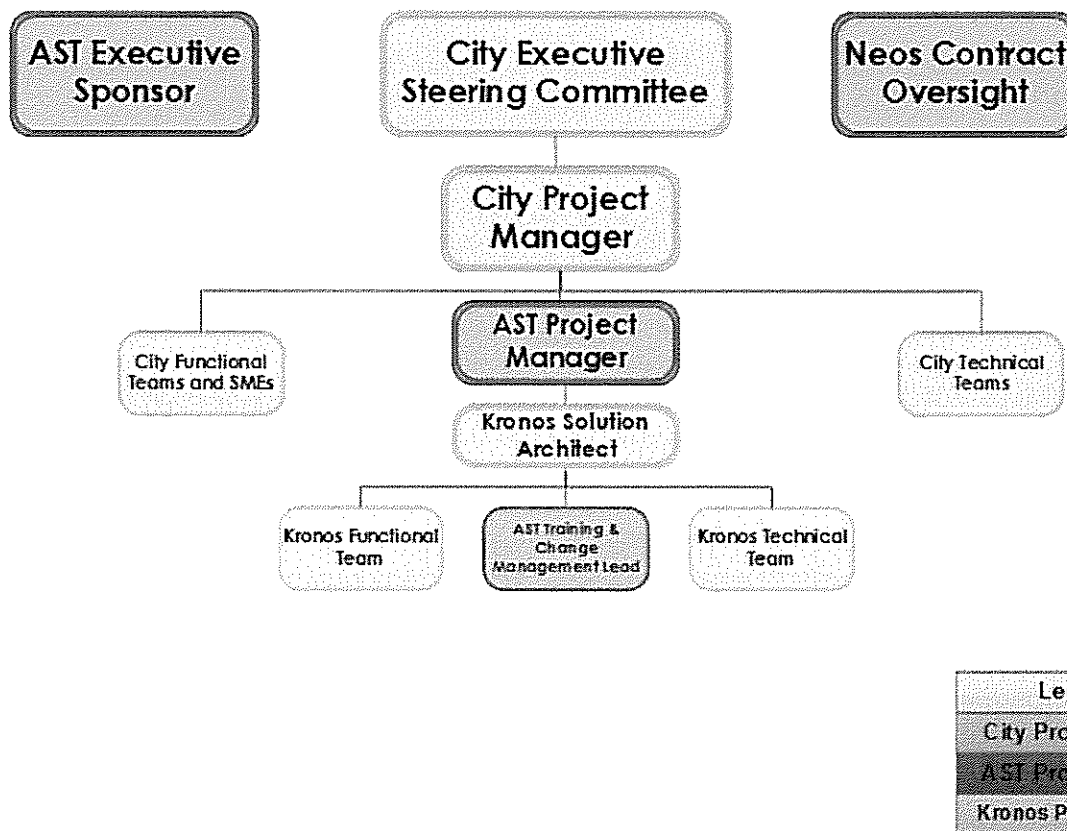
Section 1-Project Team Organization

Staffing our projects with the right people and complement of skills is absolutely critical to the overall success of the City's project. AST and Kronos offer highly experienced resources that we will utilize for the delivery of this project. Our consultants have proven experience in designing, developing, and implementing Electronic Timekeeping and Scheduling solutions. As we describe throughout this section, our proposed team consists of highly experienced and capable resources who understand the complexities involved in creating innovative solutions and transitioning clients from paper-based timecards to electronic time and scheduling solutions.

The team proposed for the City are not new to successful collaboration on transformative HCM implementation projects. Our team has worked together on multiple engagements. As a team, our consultants have experience in their roles, the understanding of the tasks and activities that must be completed to make the project a success, and has instilled in each of them an attention to detail that is critical on a complex systems initiative such as this. Having a team that is not only knowledgeable but have worked together and know each other's working styles drives team performance. Building a team that is knowledgeable, experienced in Kronos Workforce Central Applications and related technologies, and brings existing relationships offers a team with a low learning curve ready to serve the City on day one.

The diagram on the following page provides an overview of our proposed Project Organization.

Phase 1 Project Implementation Approach & Understanding



The table below provides an overview of the qualifications of key members of our proposed team.

Project Role	Proposed Consultant	Biography
Senior Executive	Prasad Nettem	Mr. Nettem is AST's Vice President of ERP and brings a proven history of leading and delivering technology solutions for large, complex organizations including Chicago Public Schools, the nation's third largest school district and Cook County, IL, the second largest County in the U.S. He successfully managed the integration of Kronos Timekeeping solutions with Oracle HCM for Chicago Public Schools. Throughout his career, he has worked closely with business users to define and implement technology solutions to achieve critical business objectives.
Account Executive	Jeff Quade	Mr. Quade is AST's Austin-based Regional Sales Director for the Southwest region. He brings more than 21 years' experience helping Public Sector organizations maximize their investments in both on-premise and cloud-based technology solutions. His proven leadership and technical skills combined with excellent interpersonal and communication skills allow him to work effectively with both customers and consulting teams to ensure customer satisfaction.

Phase 1 Project Implementation Approach & Understanding

Project Manager	Jeff Kost	Mr. Kost is a Project Management Institute certified PMP and has over twenty-five years of industry experience including sixteen years of experience implementing Enterprise Applications. He was instrumental in successfully delivering the largest joint municipal Kronos and Oracle implementation for Hillsborough County and the City of Tampa, FL. As a project manager and team member of large, full-scale and full life cycle ERP implementation projects, he has had significant exposure to diverse environments including in the government, higher education, healthcare, manufacturing, print media and service industries. Additionally, Mr. Kost specializes in HCM business practices and related enterprise applications.
Change Management Lead	Tom Grubb	Mr. Grubb is a highly skilled Training specialist and Change enabler with multiple years of experience in enhancing the capabilities of both people and processes. He has designed and implemented comprehensive training and communications systems for Oracle and Kronos implementations. He has developed numerous high-performing leaders and teams while implementing comprehensive performance management processes.
Solution Architect	Dianne Nealon	Ms. Nealon has managed Workforce Central implementations, migrations, and system upgrades for the past five years. Further, she has broad industry experience in federal government, manufacturing, retail, and healthcare. Since joining Kronos Professional Services in 2006, Ms. Nealon has managed complex, enterprise-wide Workforce Central, TeleTime, Attendance, Leave, and iSeries Timekeeper projects in nation-wide, multiple-entity organizations, government, and other industries.
Technical Architect	Ken Stewart	Mr. Stewart is a senior field based Technology Consultant specializing in supporting implementations of Kronos Workforce Central software/hardware, troubleshooting technology based performance and functionality issues, and providing technical consulting services to our Kronos customers. His skills include database tuning and administration skills, understanding of the web technologies employed in the Kronos Workforce Central Suite, and a strong working knowledge of the Kronos components internals. Mr. Stewart has over eleven years with Kronos in implementing and supporting Kronos applications.
Functional Lead	Donna Bakker	Ms. Bakker's experience includes over 23 years in the Application Consulting field. In her career, she has implemented Time and Attendance systems for such industries as Retail, Government, Manufacturing, and Management Services. In her experience, as both a Kronos employee and former customer, she has developed an in-depth knowledge of Kronos legacy products which allow her

Phase 1 Project Implementation Approach & Understanding

		to assist customers in migrating over to newer versions of Kronos.
Service Manager	Dan Clark	Senior Leader in the Government Sector: Over 20 years of Management experience specializing in Professional Services delivery to complex enterprise public sector organizations, including Enterprise Resource Programs, Customer Relationship Management and Workforce Management. Responsible for building and managing delivery teams dedicated to City and State Municipal government, Federal Government and K-12.

Section 2-Resource Management

Offerors shall identify their ability to comply with the following resource management conditions required by the City:

Key Personnel may not be re-assigned or transferred to other duties or positions such that the Key Persons are no longer available to provide the City with their expertise, experience, judgment, and personal attention, without first obtaining the City's prior written consent. In the event that the Respondent requests that the City approve a re-assignment or transfer of a Key Person, the City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.

AST will assign Public Sector project resources based on availability and bandwidth at the time of contract and based on the final scope of the project. At this time, it's not possible to know the availability of the project resources based on the timeline of an RFP decision and award by the City of Austin. Should our proposal be considered a finalist, we are happy to provide additional details regarding potential project resources and their relevant experience.

Once the project team has been assembled, any changes to the project team will be reviewed and mutually agreed upon by the City of Austin, AST and Kronos.

Describe all locations (other than City of Austin locations) where you propose performing work associated with this SOW.

AST proposes to perform all work at the City of Austin. Any work completed remotely would be done only with the approval of the City of Austin.

Project Manager must have active Project Management Professional (PMP) credential and a minimum of 5 years of experience managing projects of similar size and scope. The Project Manager must also have a minimum of 5 years of direct domain knowledge and project management experience with the proposed solution.

As indicated above and further demonstrated in the resumes provided in Appendix D: Resumes , our proposed Project Manager, Mr. Jeff Kost, has an active Project Management Professional (PMP) and has over 16 years' experience managing projects of similar size and scope for Public Sector agencies including a \$35M shared implementation of the integrated Kronos/Oracle HCM solution for Hillsborough County, FL and the City of Tampa.

Must specify if any offshore resources are included in the staffing plan for the City of Austin implementation.

No offshore resources have been proposed for the Phase 1: Time & Attendance, Labor Scheduling, & leave Management Solution deployment.

Respondent should only propose team members that will participate in the delivery of these services assuming a reasonable start post contract signatures.

AST and Kronos have made every effort to propose team members that will be available to participate in the delivery of these services assuming a reasonable start date once a contract has been duly signed by all involved parties. However, at this time, it's not possible to know the timeline of the City's evaluation, award and contract execution. Should our proposal be considered a finalist, we will finalize the proposed project team as part of the development of a formal Statement of Work, and we would be happy to provide resumes and qualifications for any replacements to the team identified above. Once the project team has been assembled, any changes to the project team will be reviewed and mutually agreed upon by the City of Austin, AST, and Kronos.

All Respondent personnel assigned to work on-site at the City of Austin on the Time & Attendance, Labor Scheduling, and Leave Management project may be required to undergo a criminal history check and sign a non-disclosure agreement. Off-site personnel may also be subject to a criminal history check depending on the sensitivity of the data involved. Please note that arrangements for required criminal history checks must be made in advance with appropriate City personnel.

AST acknowledges that resources working on this project may be required to undergo a background check. In addition to any background checks the City may require, background checks are required on all candidates that are offered a position at AST LLC. All offers of employment are contingent upon clear results of a thorough background check. Background checks are conducted on all final candidates.

AST's Background checks include the following:

- ✦ **Social Security Verification:** validates the applicant's Social Security number, date of birth and former addresses.
- ✦ **Prior Employment Verification:** confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to salary/wages, performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- ✦ **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- ✦ **Criminal History:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
 - The nature of the crime and its relationship to the position.
 - The time since the conviction.
 - The number (if more than one) of convictions.
 - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
- ✦ **Motor Vehicle Records:** provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
- ✦ **Credit History:** confirms candidate's credit history.

Final candidates must complete a background check authorization form and return it to Human Resources. Human Resources will order the background check upon receipt of the signed release form, and either internal HR staff or an employment screening service will conduct the checks. A designated HR representative will review all results.

The HR representative will notify the hiring manager regarding the results of the check. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the employment screening service (if applicable).

Background check information will be maintained in a file separate from employees' personnel files for a minimum of five years.

Kronos also performs a background check on all new hires, including temporary employees and contractor employees either by performing a Kronos initiated background check or a vendor supplied background check certification letter (if from a 3rd -party agency/vendor). Kronos uses a 3rd -party vendor, SterlingBackCheck to perform our background checks globally. Domestic checks are performed through the Sterling platform & international checks are performed through the BackCheck platform (both fall under one vendor, SterlingBackCheck).

Kronos background checks include seven years of federal/county criminal check, highest educational level verification and three years of employment history verification). Also included is the Office of Foreign Assets Control (OFAC) check for US hires or the Terrorist Watch List for International hires (these were added in September 2015). Motor Vehicle checks & Credit checks are only performed when the requirements of the job warrant it. Examples include finance positions that will require a credit check and jobs requiring over 50% travel. Kronos has been using Sterling since 2011 & implemented BackCheck in addition to the Sterling platform in 2013. Kronos was using HireRight prior to SterlingBackCheck.

Kronos does not perform an updated background check on existing employees. It is only done at the time of hire, or when a temp/contractor converts to a regular employee.

Section 3-Staff Experience

The City expects the Respondent to provide resumes for each of the proposed team members as part of the proposal. The City reserves the right to request replacements for any proposed Respondent team member throughout the SOW procurement process. Resumes for all proposed staff shall be included.

As required by the RFP, we have included resumes for all proposed personnel within Appendix D: Resumes of this response.

Respondent should confirm that the personnel that the Respondent assigns to perform the services will be properly educated, trained, qualified and certified for the services they are to perform.

AST confirms that the personnel we have preliminarily assigned to perform the services on this contract are properly educated, trained, qualified and certified for the services they are to perform.

At least two customer references for each proposed key staff member shall be included in References.

While we acknowledge the City's desire to speak with customers who have worked with our proposed team members on past projects, AST is very sensitive to the time and effort our customers expend in handling reference calls. Therefore, as a policy, we do not provide customer reference contact details for individual consultants as part of an RFP response. We would be happy to arrange the appropriate reference calls for proposed project personnel prior to your award decision or prior to the execution of the related contract.

9.C PROJECT MANAGEMENT APPROACH

This section shall address the Respondent's approach to deliver the Project Management Services outlined in Section 3.3.1.1 – Project Management Services. This section should include:

Project Management Methodology (and compliance with Project Management Institute standards)

Through our extensive experience as a best in class vendor in human capital management, AST has developed a project management methodology that minimizes risk and ensures the best possible experience for our customers. We believe that strong Project Management is pivotal to delivering well communicated, timely and successful projects. In the Public Sector, Project Managers play a unique and crucial role given the number of stakeholders and varying opinions that can influence the direction or outcome of the project. One of AST's key distinguishing features is our consistent and unsurpassed record of executing complex Public Sector projects to a timely and economical conclusion. Our team understands that not everything can be anticipated at the onset of any project and that government's internal priorities and constraints often shift during a long engagement. Therefore, our project management approach for the City of Austin, TX, as it has been for all of our Public Sector clients, is collaborative and driven by organizational objectives. We begin every project with the end in mind-establishing clearly defined goals and scope, the necessary infrastructure to monitor progress and mitigate risks, and effective communication protocols to facilitate informed and prompt decisions and promote buy-in.

Initiation

Project Initiation activities will begin at the point of project award when the assigned AST team will be brought together to begin preparing for onsite activities. During this time period, the project management team ensures the entire implementation team is apprised of the final contracted scope of work, budget and timeframes. Project team members are expected to familiarize themselves with any available information about the client, its culture, and the project itself. The assigned AST Project Manager will develop and distribute a Project Orientation Guide to all team members which includes a complete review of the Statement of Work as well as project logistics such as transportation arrangements, lodging, client dress code, and other critical information.

Project Charter

To establish a strong foundation from the outset of the project, AST will work with City of Austin, TX to define and document project governance expectations in a Project Charter document. AST reaffirms the scope of the project, once the project team, and especially the Project Management Officer (PMO) has been established. The PMO discusses and co-creates a project charter to clearly articulate scope, project controls, success factors, governance processes, deliverable review and approval processes, and other key aspects of the project. AST develops a draft based upon its understanding, discusses it with the client, and modifies the document to match the combined understanding that results from these discussions. The project charter becomes the primary source of truth that the PMO utilizes to direct the project throughout the engagement.

"...AST has delivered projects on time and on budget. I know that as a public entity, we demand much from our vendors, but AST has consistently exceeded our expectations."

Stacy M. Butterfield
Clerk of the Circuit Court and County Comptroller
Polk County, FL

Planning

During AST's Define phase, AST's management team consisting of the Project Manager, Training Lead, Technical Manager, and System Administrator will work with the City's management team to review the project governing processes. AST will conduct a Project Kickoff Meeting and content from the charter will be referenced to make sure all project team members have a common understanding of the goals, objectives, and expectations of the project. The Project Charter should also be required reading for all project team members who enter the engagement after the initial kickoff meeting.

Project Schedule

Following the early project review meetings, AST's Project Manager will develop a comprehensive project plan containing all required deliverables, tasks, milestones, resource assignments, stages and waves of the project/program. The plan is reviewed with the PMO and key project team members to incorporate all necessary input.

Once finalized, it becomes the source for team task status content. This Schedule will be used throughout the project to monitor progress and will be reviewed and updated periodically to reflect current status of tasks, activities and deliverables. Any changes in due dates need to be agreed upon by the entire team in order to present an accurate picture of when deliverables will be completed and ready for City review.

AST uses Microsoft Project (MS Project) to track and document project tasks and activities. MS Project includes familiar scheduling features such as Gantt Charts and powerful report creation and sharing capabilities to keep all stakeholders informed. It is fully integrated with common Microsoft Office applications that most of our clients already use and are familiar with.

Technical Planning

AST and City Technical team leads will work together during the early stages of the project to define the strategy and scope of the technical components of the project including:

Data Conversions	Data conversion is one of the most critical aspects of a large implementation. The system testing, integration testing, and production cut over are closely tied to the timely and accurate conversion of data from existing systems to the new system being implemented. If undertaken without a clear scope, strategy, and methodology, it is likely to result in inaccurate and/or incomplete information in the new system as well as project cost and schedule overruns. Discrepancies and delays in data conversion can be a major cause for user dissatisfaction with the new system. The converted data is the most familiar link between the users and the newly implemented system. A successful data conversion can foster confidence in the system, prevent unforeseen errors throughout the life of the system, and greatly contribute to the successful implementation.
Interfaces	Most clients need to maintain legacy Applications in addition to the newly deployed Applications after implementation. Therefore, the Interface Plan formulates a strategy that will enable the continuation or migration of data of the auxiliary systems into the Oracle applications with minimal disruption. It also aims at providing the conceptual basis upon which the interfaces can be designed and developed.
Reporting	Prior to the Implementation, clients typically use various tools in order to fulfill their reporting needs. With the implementation of Kronos Workforce Central many of the tools for executing these reports and analytical studies will be rendered obsolete. The purpose of the Reporting Strategy document is to describe the strategies and approaches that will be used for reporting and information access systems as a result of the implementation.

Testing	This test strategy sets the scope of testing, the overall strategies, the activities to be completed, the general resources required and the methods and processes to be used. The goal of the test strategy is to ensure that the configured system operates in accordance with the functionality defined within the Scope Document and adequately supports the detailed integrated business processes as defined within the end-to-end business processes.
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Training and Change Management Planning

Very few large projects are carried out in isolation in an organization. The majority of Human Capital Management (HCM) projects bring about changes within and across various business units affecting people across the entire organization. This is especially true with electronic timekeeping, scheduling, and leave management system implementations since it affects employees' work schedules, paychecks, and time off. Such changes, if not properly managed, can hamper productivity and generate resistance across the board. From the Project Management perspective, an effective Training and Change Management Strategy are critical elements that can mean the difference between failure and success.

AST believes that planning for Training and Change Management begin in concert with the start of the project, not just right before applications are to go live. As part of planning activities, we will assess and document your organizational culture, past history and capabilities of implementing significant organizational change, as well as training requirements for both the Project Team and End Users in order to make wise decisions about who should participate in learning events, when, where, how, and assisted by whom. Ultimately, the goal is to make sure that people understand and accept the anticipated outcomes and objectives of the project and then are able to use the full functionality of the new technology so business results can be realized.

Deliverable and Documentation Standards

Quality project deliverables begin by setting clear standards for design, development and documentation. The entire consulting team and designated City personnel review and contribute to the creation of design, build and documentation standards. AST and City project managers then approve the standards documents and evaluate any deliverables that they review according to these standards. The approval process for different types of deliverables are also determined collectively; ensuring that the whole team is familiar with the standards of program development, design, user documentation and the approval process.

Execution

During Project Execution, AST's management team will be directing and managing all aspects of the implementation. AST's assigned Project Manager will be 100% dedicated to the City's project and serve as the City's day-to-day point of contact for any project issues or communications. AST will use our ProjectFIT™ system to track all project-related information including status, progress, collaboration, documentation and artifacts. ProjectFIT™ is a world-class digital collaborative workspace that provides continuous insight into project health. Content within the repository is freely accessible to designated team members and has been designed to facilitate effective communication among the entire project team. Project Team members from both AST and City of Austin, TX, as well as project stakeholders, benefit from a centralized location for all relevant project details.

Resource Management

Project staffing will be managed according to the staffing chart, which ensures resources are brought onto the project at times that are optimum based on the activities and project lifecycle. Team leads are

responsible for overseeing the assignments within their teams from inception through completion, escalating issues that cannot be resolved within their team, and validating the overall quality of each component and deliverable.

Project Reporting

Status Reporting is vital to the success of a project. A status report helps to provide all members of the project with details of how the project is progressing with the scope of the project timeline. But more than just indicate which activities are currently ahead or behind schedule, status reports provide an opportunity to analyze the current status and its impact on the project as a whole.

Team leads will be required to create weekly status reports to communicate the status of their team's progress to the AST Project Managers and other team members. At the start of the project, AST's Project Manager will outline status reporting requirements for the team.

From time to time a more formal executive status report may need to be presented to the Executive Committee of the project. Key performance indicators that may be included in this executive level report could include:

- + Evaluation of project progression against plan
- + Evaluation of effectiveness of the controlling processes for handling issues
- + City of Austin, TX clarity of scope
- + Budgetary impact of scope changes
- + Timeline impact of scope changes
- + Effectiveness of processes identified to manage risk
- + Effectiveness of risk mitigation plans
- + Evaluation of the project's Actual Cost v. Projected Budget Cost
- + Earned Value Analysis of deliverables
- + Effectiveness of team
- + Analyzing quality issues uncovered during each phase
- + City of Austin, TX Report Card
- + Assessment of the City's ability to support itself after go-live

Controlling

AST's Project Management methodology also includes project gating conducted at each major milestone within your project's lifecycle, ensuring that progression is controlled, and certifying key performance criterion have been measured and attained. Our detailed Project Management checklists step you through judging the project's governing processes, technical progress, specification attainment, project cost and schedule performance.

Budget Management and Invoicing

AST's project management team will create a project budget based on delivery schedules, resource loading and project milestones. All work done on the project is tracked against this project budget, variations are evaluated and corrective action taken to ensure that there is no over-run. The management team also uses multiple tools to compare incurred costs to work completed and the remaining work. AST is proud of our proven record of delivering projects within agreed upon budgets for all of our Public Sector customers.

Our invoicing process is based on the results of deliverable submission and approval. Once a deliverable has been approved by AST for submission, City of Austin, TX will have a pre-negotiated number of days to review the deliverable and provide feedback to AST. AST will make any necessary changes to the deliverable and will submit an Acceptance Certificate to the City. A signed Acceptance Certificate marks the completion of the deliverable and triggers invoicing based upon negotiated terms of payment.

Scope Control

So that we can all maintain a common understanding and control of the project scope, we will follow a change control process during this project. If anyone on the project expects that there is a need to change the scope, including the products, services, functionality, methodology or duration of the project, that team member should make the AST Project Manager aware of the possible change.

The AST PM will review the change, work with the team to analyze and understand possible benefits, risks and impacts to the project, and discuss recommendations. If the teams decide together to incorporate the change into the project, the change order will be signed and then the work will commence according to the agreed timeline. The change control process is used so that no changes are made to the scope without express agreement among the teams, therefore no work will be done on a change until the signatures are in place.

Issue Management

Identification and resolution of issues is a key element of our management approach that occurs through the project. The project team led by the AST project manager will maintain an active log of issues including business process flow issues, system issues, infrastructure issues, Oracle SRs, patches and patch-sets. Issues will be defined and logged by the project team and classified as system, business flow, infrastructure or others in order to streamline the resolution process. This log will be maintained in ProjectFIT™.

As part of the issue resolution process, each issue is categorized by severity and type, and assigned an owner. The issue log indicates when the issue was assigned and when it is expected to be resolved. Any issue that extends beyond the expected resolution date will be escalated to determine impact and, if appropriate, a more aggressive mitigation plan. If the Project Team cannot resolve the issue on its own (i.e. a policy or regulatory issue), it may be escalated to the Steering Committee to resolve. Once resolved, the issue is closed on the issue log and any appropriate documentation is saved in the repository.

Risk Management

No project is perfect, and enterprise-wide system implementations of this complexity are not without problems or risks. Common risks we've encountered over 2 decades working with Public Sector agencies include resource constraints, inter-personal and inter-organizational relationships, political considerations, personal commitments, etc. Although project risk cannot be entirely eliminated, their impact can be reduced through early identification and management.

AST's methods for managing risk are continuous, from a project's commencement through completion, with a proactive rather than reactive focus. Starting with the initial project strategy phases, our team looks for opportunities where we can prevent risks that are foreseeable and mitigate negative impact and negative cost on a project. As project conditions change, the chance of risk can rise and fall, and the potential for new risks are introduced which will require identification, analysis and prioritization (see the Risk Assessment process). In addition to escalation processes and as part of our continual risk management and monitoring effort, a "risk review" is conducted, composed of formal monitoring and reassessment activities. The goal of this review is to put the project team in a better, more proactive

rather than reactive position. The review also seeks to provide the correct amount of focus on each risk and allocate the appropriate staff at the right time. After a risk review, the project team should have a list of current risks, their status, level of impact, and actions required for mitigation and resolution.

Closing

Closing processes are integrated into each phase of the project versus waiting to the end of the project. This approach ensures that client acceptance is received throughout the project for each deliverable, that there is constant process improvement of controlling measures, and validation that project archives are updated regularly.

Once the Project Phase has been completed, the AST Project Manager and team will ensure the following actions take place:

- ✦ **Complete Final Deliverables:** Final project deliverables which include all set-up documents, training materials, technical specifications and standards and procedures will be updated to include all last-minute changes. Once these documents are finalized the originals are left with the City. Original copies of all sign-off documents are also provided to the City for their records.
- ✦ **Conduct Team/Client Project Review:** While the final team review should include a formal session with feedback on performance, there should be no surprises during this session. All performances should be monitored throughout the project life cycle and feedback given in informal sessions so that the final formal review is just a reiteration of feedback that has been provided throughout the project.

We will also conduct project review sessions with the City to ensure your satisfaction with the project, deliverables, and final outcome.

Internally, the AST Project Manager will ask each consultant that worked on the project to complete a Lessons Learned Document. This document is critical to AST's commitment to continuous improvement. Some of the things that consultants will document include:

- ✦ Items that should be repeated that were done well on the project
- ✦ Items that could be improved – Description of situation and recommended improvement that can be incorporated in the future

Client-specific information gathered that can be incorporated into a future project at that specific client.

Schedule Management Approach

During the Define Stage of the project, AST's Project Manager, in conjunction with the City's Project Manager and Steering Committee, will finalize a detailed, resource-loaded Microsoft Project based Project Plan reflecting all tasks, milestones, and deliverables as well as tasks specific to Project Management, Quality Assurance, Change Management, and Training. To accomplish this, AST's Project Manager will start with the preliminary Project Work Plan and Deliverable Schedule that has been provided as part of this proposal response. Using this plan as the basis allows us to then add tasks derived from the final agreed scope/approach, tasks unique to the City and/or required to address third party components, and the related work effort. The project management team further edits the plan to include actionable name/task descriptions, task start and end dates, dependencies, duration and work effort. Included in this iterative planning process are activities conducted at the working team level to review assignments, resources and resource allocations. This additional review and resulting insights are added to the plan's resource schedule to ensure that, in the end, the plan reflects resource allocations, availability and tasks owners as well as task/work related details.

The finalization of the Project Plan is an iterative cycle of planning, reviewing, refining and editing. This helps to ensure involvement of the working team members in determining time commitments and understanding the effort, tasks, sequence and dates that will be used to govern the project schedule and ultimately ensure on-time delivery.

Once tasks, resource, dates and related details are finalized the plan is ratified and approved to establish a project schedule that can be used to manage and control the project as well as evaluate condition changes that can impact critical path, milestones and overall project schedule health. This management of the actual plan includes weekly updates by the project management to reflect percentage completion, new tasks dependencies, new resource assignments, revised start and/or end dates as well as actual hours worked by resource/by task

The Project plan is uploaded to the ProjectFit system so that it is visible to all project stakeholders.

Communication Management Approach

While our experience and methodology has enabled us to establish the required best practice project controls, standards and procedures, ProjectFIT™ enhances the communication and project-wide widespread awareness required to ensure knowledge, adherence and enforcement of project controls, standards and procedures. ProjectFIT™ enables the establishment of a project site (including its libraries, lists, and logs) that can be tailored for the specific needs of the City and the project team. This project site or repository is structured to support AST's project management and proprietary delivery methodologies, yet is flexible enough to accommodate the City's specific project requirements. The repository also includes specific features and functions that will support addressing the controls, standards and procedures in the City's RFP as follows:

- + **Project Control** - Project risks, issues, changes and other control logs are a standard subset of each project repository. In accordance with best practices of project management, the logs are designed to monitor and control these elements and provide insight into how each risk, issue, or change request is being addressed.
- + **Project Status Reporting** – In addition to dashboards that provide at-a-glance views into the overall health of the project, a variety of status reporting options are available for use by the project manager, the project team and the Steering Committee. Required weekly individual consultant status reports are maintained and rolled up by Project Management into consolidated status reports, which are accessible from several access points in ProjectFIT™.
- + **Calendars** – The overall project calendar is maintained and highly visible to users. Additional, subject-specific calendars can be leveraged for specific groups or efforts.
- + **Document Libraries** – Key artifacts and deliverables are uploaded, collaboratively modified and ultimately stored in this file structure. The document libraries include check-out/check-in functionality to ensure that changes are captured sequentially as well as automated version control, enabling previous versions of documents to be re-captured and storing all changes made to each document. Documents in libraries are easily accessible and searchable. These document libraries will be used as the repositories for documents, approved project standards and procedures including:
 - Deliverable and other document templates that are used throughout the project and across the project teams. In relation to deliverables, these templates support the City's Deliverable Expectation Documents (DED) requirements by facilitating the documentation of content, acceptance criteria and review related details.
 - Development Standards will be documented and reflect the standards and procedures

for design specifications, configuration changes, integration code and conversion documentation as well as quality standards for review and approvals of development items. These development standards will be accessible as part of the document libraries to ensure standards are accessible, communicated and adhered to throughout the project lifecycle.

- The Change Request process which is part of AST's formal approach to manage, control and align scope will also be documented and stored in this repository as well as reflected in key project governance documents. Samples of the Change Request forms, the change request log as well as final copies of City reviewed and signed Change Requests will also be stored in this repository.
- Project Deliverables and other key project artifacts will also be stored in these repositories. The Deliverable Review process, a key process to the management and governance of the project will also be documented and stored in this repository. Samples of the Deliverable Review and Acceptance forms, the deliverable approval tracking log as well as final copies of City reviewed and signed Acceptance Forms and Deliverables will also be stored in this repository.
- The meeting calendar as well as the process for scheduling, conducting and documenting meetings results will be part of this repository. Templates used to document meeting, action items, decisions and other project meeting output will be stored and accessible to project team members via this repository.
- Recognizing the importance of communication and its various venues the overall project communication plan, its management and the Change Management Communication plan will be stored and accessible via the ProjectFIT™ system. The inherent capabilities of our ProjectFIT™ system will support the basic tenants of each communication plan by facilitating timely and project team communication across the project.

Risk & Issue Management Methodology

AST employs a detailed and comprehensive risk management approach based upon predicting project risks and suggesting mitigating strategies, based on experience and knowledge. Our methods for managing risk are continuous, from a project's commencement through completion, with a proactive rather than reactive focus where risks are identified, logged, prioritized and assessed for impact and probability of occurring before they become an issue. Additionally, each risk is associated with a mitigation plan that allows the team to actively monitor the risk and take the requisite actions, if required, to mitigate conditions that could impact scope, schedule, costs, quality and overall project success.

Although project risk cannot be entirely eliminated, it can be reduced through early identification and management. Recognizing this, AST leading practice risk identification and mitigation process is rolled out early in the project with team training on risk identification, tracking, management and escalation processes and the supporting tools. Included in this roll out is a preliminary proactive identification of risks via an initial risk identification workshop. This workshop starts with an AST provided list of typical risk based on previous experience implementing the Kronos Workforce Timekeeping solution in the Public Sector. This list is supplemented with the results of the workshop which will add the City's insights into issues that impeded project success on internal projects as well as risks unique to City's experience today with organization transformation, change and new system initiatives. Recognizing that risks can result from various sources, AST's risk management process and plan is integrated with other Project Governance processes as well as Project events and activities that similar to the Issues Management Process, enable early identification of risk across the project lifecycle, tasks and activities.

Phase 1 Project Implementation Approach & Understanding

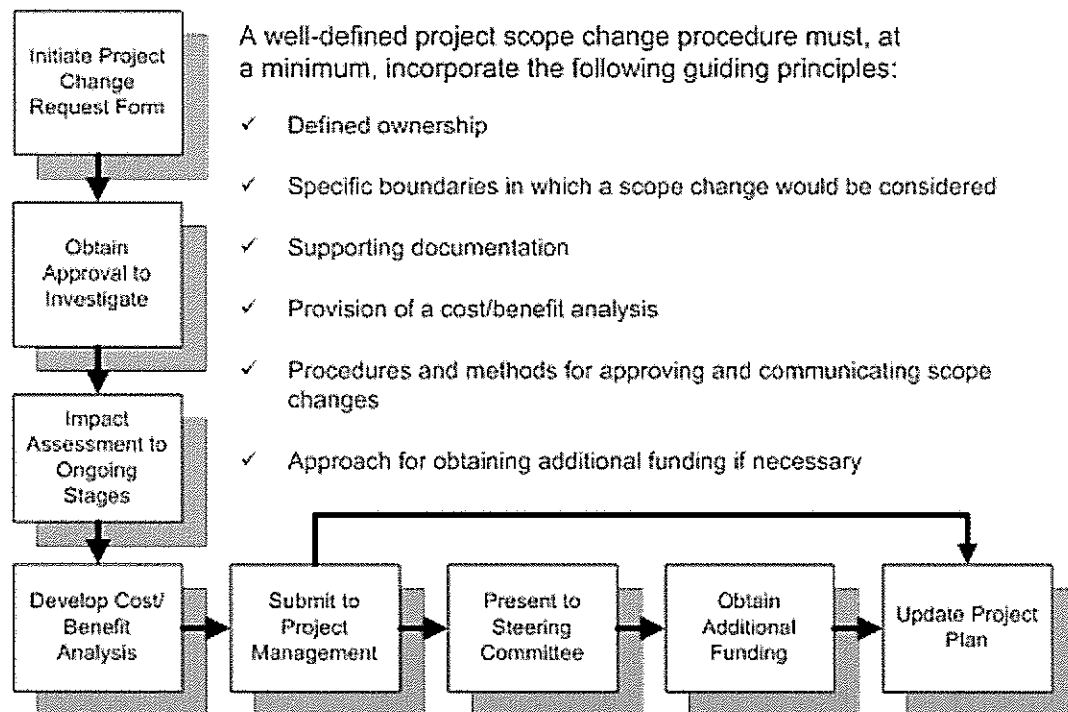
AST's standardized methodology for risk management leverages our ProjectFIT system to automate the entry, tracking, management and communication of risks. Reports from the system are used in regularly schedule PMO project meetings to support review and monitoring of top high priority/high probability of occurring risks, overall risk metrics, trends and status of specific risks for updates. This active focus on risk management by the PMO enables the team to assess impact on the overall project in relation to a specific risk as well as activation of mitigation plans if deemed necessary by the PMO. Presentation to the Steering Committee of top high probability/impact risks is also facilitated on a recurring basis to increase communication, visibility and actions need to support the project team in addressing risks before they become issues.

Change Control Methodology

To minimize the risk of compromising project budget and milestones, and to help facilitate change control, we will work with the City to establish rigorous change control procedures for the implementation project. Our change control process involves identifying changes to the project scope, analyzing the impact, presenting the level of effort and adjusting the work plan to include approved changes.

Once the scope of the project is reviewed and finalized by the City and our Project Manager, any change that would affect the scope, timeline, resources or cost is captured on a Project Change Request (PCR) document. The PCR contains a description of the desired change, the business reason for the change, alternatives to the desired change, and estimates of time or cost to incorporate the change and any other pertinent information.

The framework for the change control process is illustrated in the diagram below.



It is critical to keep changes to a minimum so as to not negatively impact the strategy stage that will have been defined by the City and AST in the initial days and weeks of the project. Our Account Manager and Project Manager will assist City of Austin, TX's project management in preparing operational and contingency plans for any unplanned events. The contingency plan will provide a decision framework to

deal with unexpected delays in the project. The plan will be used only if an issue arises that cannot be resolved in a timely manner and would delay the project schedule.

We recognize that all Project Team members have a responsibility for managing scope from project inception to final project sign-off. We will communicate this in the Project Team Kick-Off and, in our Change Management practices, will incorporate information about the change request process into project awareness communications to the City user community.

Governance Recommendations

Project Governance will be provided by the AST Project leadership team in cooperation with the City's Executive Steering Committee (ESC). AST's Project Governance processes are based on the foundation that every project must begin with the end in mind, producing clear and concise plans that articulate when and how deliverables will be produced. These management and control processes are combined with mechanisms to monitor and communicate key performance indicators in order to ensure the team's ability to react to problems in a timely manner and to recognize and reproduce positive results.

Our approach leverages three key pillars that ensures the City's project stays aligned with organizational objectives and creates a mechanism to ensure that control measures are in place to provide visibility into your project's issues, risks and milestones:

Insight

AST's Leadership Team will provide insight into the progress being made and provide the City with alerts to the areas that have the potential to derail your project's forward motion. Our Project Insight Services help you avoid the pitfalls inherent in any project, to recognize potential warning signs, and provide recommendations on how best to improve your team's effectiveness and success rate.

Gating

Gating helps validate your project's attainments and assess potential risks. Gating is conducted at each major milestone within your project's lifecycle, ensuring that progression is controlled, and certifying key performance criterion have been measured and attained. Our checklists step you through judging your project's governing processes, technical progress, specification attainment, and project cost and schedule performance.

Quality Assurance (QA)

AST's Project Leadership Team can also certify the quality within your project. The lack of quality control on project deliverables not only results in costly re-work that delays your project and results in cost overruns; it may also cause stakeholders to lose confidence in the new system. When embedded with your project team, our qualified consultants will complement your team on a day-to-day basis to provide valuable recommendations on processes and deliverables.

9.D IMPLEMENTATION APPROACH

AST brings delivery confidence to City of Austin, TX through our proven end-to-end project implementation approach and oversight. For over two decades, AST has successfully delivered Oracle and Kronos enterprise solutions to Cities, Counties and other Public Sector entities across North America. Our extensive Public Sector experience, combined with the experience of our consultants, has helped AST build a repository of industry-leading practices, which are well-suited for customers migrating from paper-based manual processes and time entry solutions to modern, self-service timekeeping and scheduling solutions with automated workflows and seamless integration to payroll systems.

We will leverage our team's expertise, proven Public Sector experience and continued excellent relationships with other Municipal Governments where we have implemented similar timekeeping solutions to recommend the optimum configuration of the City's solution.

Our approach, project management, and implementation methodologies will place special emphasis on ultimately providing the City with a single, unified solution to meet all of the organizations current timekeeping needs and long-term Human resources system vision.

Provide a detailed overview of the Respondent's approach to deliver Stage 1: Prototype, including at minimum: Detailed breakdown of the proposed scope of the prototype (elaborate on the table Scope of Prototype vs. Citywide Solution in Section 3.1)

Our 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.

Solution Scope Assumptions include:

- ✦ Single implementation project with 3 deployment groups for pilot group consisting of the following departments:
 - Austin Energy
 - Austin Resource Recovery
 - CTM(Tech dept)
 - Controller Dept
 - Human Resources
 - Austin Fire
 - EMS
- ✦ 2 Workforce Central & TeleStaff Environments in the Kronos Private Cloud (SaaS Model)
- ✦ Leverage Industry Configuration for the proposed solution to provide baseline of known industry practices
- ✦ Standard Integration:
 - Employee Data Import
 - Payroll Export
 - Accrual Balance Import
 - Workforce Central /TeleStaff Integration

Phase 1 Project Implementation Approach & Understanding

- + Single Sign-on Authentication
- + Number of employee Groups (A group of employees who are governed by a set of similar workforce management policy rules)
 - 4 Workforce Timekeeper
 - 2 Attestation Tool Kit

Proposed timeframe for prototype

We estimate that the Project Duration for building and deploying the Prototype will be 28 weeks (approximately 7 months) assuming the City utilizes a bi-weekly pay cycle and the prototype involves 3 deployment groups.

Approach for requirements gathering for the prototype, including how the Respondent will ensure that design decisions made for the prototype will be inclusive of all city departments to ensure proper scalability of the solution in Stage 2: Citywide Deployment

At the heart of the Kronos Paragon Methodology is a specially developed tool that leverages a vast matrix of proven industry configuration models. These building blocks allow us to jump-start your deployment with working software configured for your particular profile – industry, company size, geography and much more. And it is a tool that is constantly improving - updated with the latest learnings from our evolving experience, ever-changing regulations, and our association with global industry experts.

Our consultants spend quality time consulting on how to best incorporate the customer's individual needs allowing you to make smart decisions about your configuration specifics, and deliver you more value earlier in the process.

As your team reacts to the software and requests configuration changes, an iterative approach identify the changes, and then gets them configured quickly so you can confirm they meet the needs of your organization.

Once your system setup is exactly where you want it, Paragon accelerated testing can extract test cases so you can quickly test to your specific configuration. This helps your testing go smoothly... and quickly.

Provide a detailed overview of the Respondent's approach to deliver Stage 2: Citywide Deployment, including at minimum:***Describe how the Respondent proposes to continue to implement subsequent departments while simultaneously providing the necessary support for departments that are already in/have just gone into production.***

We recommend using the provided SaaS non-production environment to conduct any necessary changes to support the users live on Kronos Production along with testing any configuration modification or new configuration required to implement additional users. The City of Austin may elect to train internal resources to manage configuration for ongoing self-sufficiency with the Kronos application or purchase professional services to conduct necessary changes to the application.

Provide recommendations on approach for the following (with associated justification for the recommendation):***Deployment broken down by pay cycle or by month (or other proposed option)***

We recommend deploying groups by pay cycle.

Amount of departments to be deployed at a time

We recommend deploying similar employee groups/departments together.

Phase 1 Project Implementation Approach & Understanding

Length of time between deployments

The Length of time between deployments is dependent on resource availability from the City of Austin's side for end user training and go-live support.

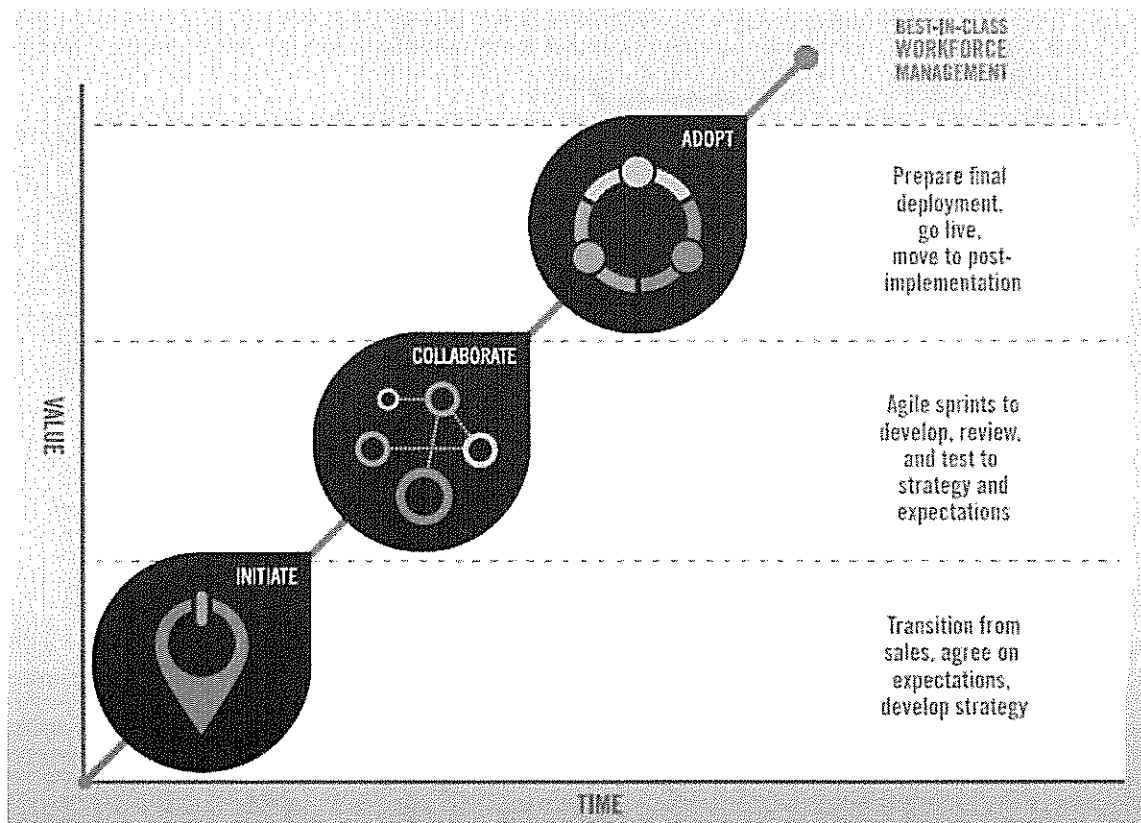
Overall deployment timeline

We will oversee 3 deployment groups. After which the AST Project Manager will transition the completed scope to Kronos Global Support for post-implementation support.

The implementation lifecycle approach that the Offeror will apply to the Project (appropriate to the scope, magnitude, and complexity of the solution) that addresses approaches for planning, requirements gathering, design, development (configuration, integration, data conversion), testing, training, and deployment stage, including software development methodology (i.e. waterfall, agile, hybrid approach).

Respondent must identify entrance and exit criteria for each major work stream

For the Phase 1: Time & Attendance, Labor Scheduling, and Leave Management project, we will leverage the proven Kronos Paragon implementation methodology. Kronos Paragon comprises three key phases designed to help ensure a fast, efficient rollout of the Kronos Workforce Central solution. This disciplined three-phase approach assures a coordinated handoff between Kronos groups and ensures the successful delivery of the City's frontline labor-management solution. The AST team will guide the City through the different phases, and follow formal procedures for handoff at the end of each phase – including the final handoff to Kronos Global Support Services. Each handoff is an opportunity for the City to evaluate the implementation process and determine its success in adhering to your goals.



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.

- + Engage the project team
- + Develop the project plan and deliver the online workspace
- + Set goals and success criteria
- + Develop strategies for change management, education, and testing
- + Confirm customer readiness

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.

- + Train the project team
- + Deliver a recommended industry configuration
- + Use iterative techniques to refine the configuration to meet your requirements
- + Execute accelerated testing to resolve issues
- + Generate dynamic documentation

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.

- + Complete deployment readiness and confirm that all success criteria have been met
- + Train end-users
- + Finalize production and deployment
- + Initiate and support go live

- + Transition to post-implementation support
- + Complete the Customer Experience survey

Our team will oversee 3 deployment group. After which the AST project manager will transition the completed scope to Kronos Global Support for post-implementation support.

Describe in detail how the Respondent will leverage its methodology to deliver a citywide solution while also achieving deployment synergies resulting in a cost-effective, high quality, and accelerated deployment (e.g., how will the Respondent ensure all City department's requirements and needs are met?)

AST will conduct Solution Development Workshops (SDW) aligned with the solution and deployment group characteristics. Prior to SDW you will be asked to complete requirements worksheets that will be used to build a baseline configuration that will be used during the iterative Collaborate phase where we work with you to configure the solution. We have included a Strategic Enterprise Deployment Assessment (an optional service) in the Prototype stage. This will allow you to assess the Global Parameters and Naming Conventions that will be needed for both the Prototype and the Citywide Workforce Management Deployment. The Strategic Assessment will also evaluate the data structure that will be needed to support your current Human Capital Management solutions, and devise a strategy that will allow you to easily transition to the new solutions in Phases 2-8.

Once your Prototype Group is live, the City will have one live production environment and one non-production (test) environment. The users in the live production environment will be supported by a Customer Success Manager and the Kronos Global Support (KGS) Team. During the Citywide deployment, AST will use an additional non-production environment- resulting in 1 live production environment, 1 test environment and 1 development environment for the Citywide deployment. The additional non-production environment (development Citywide) will be used during the iterative configuration process to complete design and testing. As the Citywide groups go live, new users and any configuration changes will be migrated to the live production environment. The test environment will be refreshed to align with the latest live production environment.

AST recommends using the same resource across both the Prototype and Citywide Deployments to leverage lessons learned over the course to the project. In addition, where it's appropriate AST will repurpose plans and work that was completed in the Prototype to accelerate the Citywide deployment. e.g. configuration elements, testing plans and cases, change management, communications, etc.

9.E REQUIREMENTS ANALYSIS AND DESIGN STRATEGY

AST's extensive experience with Joint Kronos and Oracle Applications implementations has shown us that some business requirements are more global while others are specific to a department or business unit. All of these are important to capture in order to have a complete and accurate set of business requirements the software in both phases must be able to meet. We use a multi-faceted approach to capturing this information. In some cases, questionnaires are distributed to various department employees or individuals, while in other cases, group workshops and requirements gathering sessions are conducted. We also conducts one-on-one interviews with specific Subject Matter Experts. Once all requirements are captured through the various means, they are consolidated into the requirements document and reviewed by the business for final input and approval.

Rank of importance of requirements is determined by both the business input we receive from the City (project team members and SMEs) as well as thorough discussions with our consultants leveraging their prior experience to derive an overall agreed upon rank of importance. Our team used both client-provided and our own business requirements traceability matrices on projects and is comfortable using either option. Our ProjectFIT™ repository then enables requirements to be imported and mapped to testing activities to ensure that all requirements are covered in the test plan.

Section 1- Requirements Analysis

Respondent shall provide at a minimum:

Proposed strategy to validate and elaborate on the original functional and technical requirements from the SOW to ensure common understanding of expectations of solution as a prerequisite to the design stage

Proposed strategy to validate and elaborate on the original use cases from the SOW to ensure common understanding of the future state business processes to be supported by the new solution as a prerequisite to the design stage.

We will provide with you will tools to gather your initial design requirements, which will be used to configure a baseline configuration. As we work through the iterative design phase that includes a configure/test cycle to define and refine your requirements. Our team can generate design documents on demand throughout the process.

Approach to requirements management and traceability throughout all stages of the project (analysis, design, development, testing, and deployment).

We will provide a Requirements Traceability Matrix and Software Installation Report as part of the implementation process.

Section 2-Design Strategy

Respondent shall provide at a minimum:

Approach to review current state business process documentation and artifacts (existing forms, screens, reports) and/or interviews with City Staff to ensure understanding of the City's existing business operations and existing challenges, and accurate inputs and outputs are accounted for in the design of the new solution

Scope of To-Be visioning workshops and discussions to (1) identify opportunities to streamline existing processes through automation and the Respondent's solution capabilities, and (2) performing business process analysis to eliminate redundancies, inconsistencies, and inefficiencies

Phase 1 Project Implementation Approach & Understanding

Approach to conducting joint application design sessions with City stakeholders, including approach to ensuring collaboration between City departments

We will conduct a Solution Development Workshop where we will discuss current state processes and kick-off the iterative configuration process for your future state design.

Proposed approach to documenting design-level requirements

We will provide a Requirements Traceability Matrix and Software Installation Report as part of the implementation process.

Approach to validating and finalizing design specifications as a prerequisite to the Development stage.

We will provide you will tools to gather your initial design requirements, which will be used to configure a baseline configuration. As we work through the iterative design phase that includes a configure/test cycle to define and refine your requirements. Kronos consultants can generate design documents on demand throughout the process.

9.F DEVELOPMENT STRATEGY

At a minimum, Respondent must provide their approach for providing Configuration and Development Services (Section 3.3.1.3), Data Migration Services (3.3.1.4), and Integration Services (3.3.1.5), including the following:

Description of configuration methodology and approach to configuration

Workforce Central solution is a highly configuration solution allowing flexibility in developing a user interface for different groups of users incorporating the functions and information necessary for particular roles. This ease of configuration ensures a simple to use solution for ensure an excellent user experience.

Description of any development approaches and tools used to script, code, or otherwise "develop" the solution (outside of configuration) that may be necessary to meet the City's requirements

The Workforce Central Suite includes Workforce Integration Manager (WIM). Workforce Integration Manager is a data configuration and conversion tool that allows you to quickly and reliably convert workforce management data into the appropriate format for a target application. Workforce Central adds value to analytical and decision- support applications by expanding access to labor and other key business data. WIM offers extensive data manipulation and conversion capabilities for the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos system to a destination system.

Source data, like employee names or numbers, can be concatenated or parsed to meet import requirements. If your payroll or ERP system needs data that is stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

Detailed approach for designing, developing, and testing the Banner interface

Workforce Interface Designer, included with Workforce Integration Manager, is the configuration tool used to create and modify interfaces in business language, saving time and reducing the learning curve. Users can also modify interface configurations using simple drop-down menus, without reprogramming code. WIM allows users to run interfaces and make minor modifications without entering configuration screens. Password- protected Administration mode ensures that only authorized technical users can access interface configurations.

Workforce Integration Manager brings adaptability, functionality, and power to the challenge of meeting diverse customer needs, from a single interface with payroll to integration of labor data with complex ERP systems. WIM offers native intelligence about the content and format of data in the Workforce Central system, making interface configuration and maintenance faster, easier, and more efficient. And, by eliminating the need to work with a separate interface vendor, Kronos minimizes modification costs and delays. Kronos offers turnkey services to install, configure, and maintain your interfaces for optimal performance, or you can create your own interfaces. WIM is site-configurable, enabling your staff members to access interface setup and editing functions. No longer will you have to wait for a vendor to modify interface configurations for you.

Detailed approach for designing, developing, and testing reports

Workforce Interface Designer, included with Workforce Integration Manager, is the configuration tool used to create and modify interfaces in business language, saving time and reducing the learning curve. Users can also modify interface configurations using simple drop-down menus, without reprogramming code. WIM allows users to run interfaces and make minor modifications without entering configuration

screens. Password- protected Administration mode ensures that only authorized technical users can access interface configurations.

Detailed approach for establishing employee profiles in the solution based on data in Banner (e.g., data migration approach)

The Kronos solution includes Kronos Workforce Integration Manager. Workforce Integration Manager™ (WIM) is Kronos' data integration tool, which efficiently interfaces Kronos Workforce Central® (WFC) products with other business applications. WIM enables users to extract, transfer, share, and perform calculations and transformations on data from an input data source and output the results to another data source. For example, WIM is used to transform the Banner employee demographic information for use by Kronos.

During the implementation, a Kronos Integration Consultant will work with the City of Austin team to design the integration from Banner to Kronos WFC. Kronos WFC requires basic employee information that allows the records in Banner and Kronos WFC to remain in synch, such as name, employee classification, job assignment, department, employee ID, and even base wage rate if desired. Additional information to assure that the employees have the correct access to Kronos functionality, and are assigned the correct pay and accruals policies in Workforce Central is also required. Since Banner data may not include fields to assign Kronos profiles directly, these assignments are typically done using the employee information available and mapping that information to the Kronos profiles appropriate for each employee. For example, the combination of department, CBA, job assignment, and their classification will be used to assign an employee to the correct pay policy in Kronos WFC.

Likewise, the functionality to which an employee has access in Kronos WFC is assigned through profiles and assigned licenses in the integration. This process is similar to the pay policy and accruals policy assignments outlined above.

Because WIM is highly configurable, the mappings can be managed by City of Austin as new pay, accruals, and access profiles are added to the Kronos system.

The integration between Banner and Kronos WFC can be performed as frequently as required to support the overall business processes and objectives of the City, or they can be run on demand. Integrations are often run nightly, once HR processes have been completed.

Finally, the methods outlined above are the same for all ERP or HRMS solutions. When the City moves to another HRMS solution, the integrations already developed can be adapted to the new ERP.

Description of any major components of the City's solution that may require customization, and strategy for incorporating the functionality into the base COTS product.

On occasion customers will have needs that are not met by our configurable rules engine. Kronos typically works with our customers to identify a work around to meet the core business need without customization. If a work around is not available, we have a formal request for enhancement process. Customers can submit requests and Kronos works to incorporate functionality into new releases especially if the proposed functionality meets the needs of multiple organizations.

9.G TEST STRATEGY

All of AST's major delivery engagements utilize our QA & QC Review Process. AST has a stake in the City's success, the QA & QC Review Process executes an unbiased implementation evaluation along with improvement recommendations on a frequent basis. This review:

- ★ Is standards-based, and is enhanced by AST and Kronos's experience
- ★ Is quality planned from initiation and built into processes, project plans, and deliverables
- ★ Examines processes and refines as the project progresses
- ★ Is a collaborative and flexible approach
- ★ Focuses on decision management of issue management
- ★ Improves the transparency of the status of the implementation to provide more timely support

The objective of the Testing Methodology is:

- ★ Find defects
- ★ Gaining confidence in and providing information about the level of quality.
- ★ To prevent defects.
- ★ To make sure that the end result meets the business and user requirements.
- ★ To ensure that it satisfies the BRS that is Business Requirement Specification and SRS that is System Requirement Specifications.
- ★ To gain the confidence of the customers by providing them a quality product

The Respondent shall describe their approach and ability to test and validate the functionality of the implemented solution against the documented functional and design requirements, as described in Section 3.3.1.6 - Testing Services, for both Stage 1: Prototype and Stage 2: Citywide Deployment. This section of the Respondent's proposal should address:

Unit Testing

Unit testing will be conducted by the Kronos Consultants during the solution build.

Performed by the Kronos implementation team and includes testing individual "building blocks" as assigned to the defined rule. This testing takes place in two ways.

- ✦ Ensure all configuration components outlined in Product Design Documents are named and setup as intended.
- ✦ Stage data (i.e. punches, schedules etc.) against a test employee to verify the desired result is achieved.

The intent of unit testing is to reduce the number of potential defects prior to the start of testing.

System ("end-to-end") Testing

System testing validates that the system meets the business process needs as defined in the product design documents. Building Blocks and rules within the configuration are validated to ensure the outcome to the Policy/Profile is as expected.

Performance and Reliability Testing (including stress testing)

Performance Validation & Stress Test (PVST) is a load testing service. This PVST Design Document is intended to provide architectural hardware and testing-regiment recommendations for an effective load test of your Workforce Central Management System. The purpose of this document is to provide an overview and design of the Performance Validation and Stress Test (PVST) to be performed by Kronos

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Professional Services for your load testing service. This document was used to highlight the testing tools, methodology, requirements, and deliverables.

The goal of this exercise is to test the capacity and the performance of the system by simulating production level loads through web front-end interface. We measure the response time under predicted loads, validate the number of simultaneous users supported by Workforce Central, and confirm the hardware architecture. This service is generally delivered as an onsite field engagement by certified Kronos resources. The Stress Test scenario is intended to overwork the system beyond the prescribed or expected load.

The Performance Validation & Stress Testing Service (PVST) is designed to help Kronos customers effectively measure the capacity and the performance of the system by simulating daily, peak, and stressed production level loads, reaching beyond the minimal acceptable performance to find a consensus on the best optimal solution for growth, performance, stability and consistency for your commerce.

Functional and User Acceptance Testing

User Acceptance tests will be conducted after successful completion of Unit, Integration and System testing. User Acceptance Testing (UAT) is the final stage of testing. At this point most issues should have been discovered and resolved through the previous test phases. UAT looks at the business needs, requirements, and business processes and helps the customer determine whether or not the system satisfies their needs and expectations and whether they will accept the system into production.

UAT test scenarios will be derived from recommended processes as outlined in the Product Design Documents and current and future work processes of the customer.

In order to fully exercise the integration designed into the applications platform and validate the proper interaction between processes, the systems will be tested using multiple “real-life” scenarios. Scenarios chosen for this testing will focus on:

- + Major work flows within each process
- + Areas of defined integration
- + Role based testing for various using profiles

Regression Testing***Data Conversion Testing (including testing migrated data as part of system testing and UAT)******Test Plans******Test Scripts (including approach to test script development and requirements traceability to ensure end-to-end and comprehensive testing of entire solution prior to Go Live)***

We provide standard testing strategies and test case materials for core products to ensure our Customers leverage the vast experience AST and Kronos has gained from past Human Capital Management engagements. Our team will follow our standard Kronos methodologies using the Test & Certify Phase project objectives.

Issue Management and Resolution (to include Respondent definition of a “defect” and an “enhancement”)

The Kronos Project Manager uses an Action Items & Issues log within the Project Manager Workbook. This log provides a central location for the Project Manager to capture any items that need to be completed or issues that have arisen during the project implementation. Action Items and Issues Information will be

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added to the log as they are identified to ensure accurate tracking of progress. These issues are reviewed during regularly scheduled status calls per the project's communication plan.

A sample of the Action Items and Issue Log is included below.

Action Items & Issues

Customer Name: Customer ABC

Project #: 3456

Solution ID: 610001

ID	Assigned To	Subject	Status	Priority	Assigned To	Assigned To	Status	Complete Date	Due Date
452010	AF	Provide Updated Timeline to Customer PM	Based on input from the city Call, need to update and re-send Timeline	Medium	Adam	AF	Active	4/9/2010	4/9/20
482010	AF	Hardware Available	Hardware will not be available until 4/10, which will impact the timeline	High	Adam	AF	Active	4/10/2010	4/9/20

The Respondent shall also include describe the entrance and exit criteria for each test phase (e.g., Development/Unit Test, System Test, UAT, Performance Test, etc.).

Each testing phase/type has specific items that are identified for testing. The entrance gate would be an agreed upon test plan. The exit gate includes the successful completion the agreed upon test plan and resolution of any issues discovered during testing.

The Respondent should describe the role(s) they expect the City to perform during each test phase. In this description, Respondent should clearly identify the activities the City will be responsible for performing and avoid generic terms, such as "collaborate" or "joint task."

Kronos uses two approaches to testing, Standard and Advanced Testing. We have included the Advanced Testing in this proposal as an optional service. The table below outlines the Kronos Paragon Standard Testing vs. the Advanced Testing, including City of Austin's role in each option.

Item	Paragon Standard	Advanced Testing
...The Project Manager will also introduce the concepts of testing...	<p>PM introduces City of Austin to testing readiness materials</p> <p>City of Austin reviews testing section of online workspace and completes worksheet materials to share with project team</p>	<p>Creates a comprehensive test plan document containing testing recommendation for entire solution (WFC and Telestaff) including scope, approach, resources and schedule of intended test activities</p> <p>City of Austin participates in review session(s)</p>
...Kronos will provide baseline standard test scripts and assistance with the creation of test scripts specific to the relevant use cases, integrations, and processes...	<p>Kronos consultant removes baseline tests from QAC that do not apply to configuration and work with your team as you develop and document test cases for User Acceptance Testing</p> <p>City of Austin modifies existing tests in QAC and creates additional</p>	<p>Create custom tests with navigational instruction per design elements and business rules. Baseline tests in QAC are not used</p> <p>City of Austin participates in review session(s) and as SME</p>

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...leveraging the Accelerated Testing Process....	Kronos consultant stages data for Timecard totals and building block validation	Advanced data staging support for <ul style="list-style-type: none"> + Timecard totals and building block validation + Payroll export testing + Employee data import validation + Attendance rule validation + Accrual grant testing
The Test Team will lead and coordinate the activities for the duration of customer testing as outlined in the test plan as well as monitor and report on progress.	Kronos consultant fixes defects Project Manager reports process via QAC	Kronos consultant fixes defects Test Consultant solely focused on test phase and testing activities – drives timelines, activities, test review meetings as outlined in comprehensive test plan.
...As the solution is being finalized, both teams will focus heavily on testing efforts to ensure that the solution is well-prepared for adoption...	Kronos consultant shares Unit Testing efforts City of Austin executes test cases developed	Kronos consultant shares Unit Testing efforts Test Consultant reviews created tests with City of Austin and stages data (on demand) in preparation for testing City of Austin executes test cases developed

9.H KNOWLEDGE TRANSFER AND TRAINING APPROACH

This section of the Respondent's proposal should address the Training Services outlined in Section 3.3.1.7. The proposal response should address, at a minimum, approach and ability to provide:

Initial Product Training Train the Trainer sessions

Configuration Training sessions

Application and System Administration Training sessions End user training manuals and user guides/reference sheets

The Respondent should also describe the types of documentation that will be provided to assist in training and knowledge transfer activities, including whether customized training materials and technical documentation will be developed by the Respondent as part of the solution.

The Respondent should describe their ability to provide any online training through a Learning Management System (LMS) for staff to train independently, on their own time.

We believe that Kronos Educational Services is the ideal partner to help your organization leverage your Kronos investment for the Phase 1 Time & Attendance, Labor Scheduling & leave Management Solution project. With comprehensive, expert Kronos training available when, where and how your schedule and budget demand, you'll be able to maximize the potential of your Kronos solution.

Comprehensive Kronos training speeds the adoption of your Kronos solution and helps your employees work better, smarter and more productively. And this well-trained workforce helps ensure a smooth and successful implementation for your Kronos solution, accelerating your ROI.

Kronos has an impressive array of education offerings to meet the needs of our K-12 organizations. Our education solutions provide flexible, quality-focused learning experiences responsive to the unique needs of adult learners and the organizations in which they work.

Core Team and Technical Team Training

We recommend a blended approach of onsite and remote training based on the product and the user group to be trained. For City of Austin, TX Core Project and Technical team. We recommend vendor delivered training for relevant process owners and IT staff that require more in-depth product training. For manager, supervisor and employee training, we recommend a Train-the-Trainer approach to train experts to deliver the training and to provide ongoing standardized training and support to the user communities.

The Core Kronos Team and Technical Team Training provides a comprehensive role-based curriculum for all modules of the Workforce Central Suite. Each module has introductory, intermediate and advanced classes that allow you to align the right level of learning with each of your audiences.

All Kronos courses are designed with practice exercises to reinforce new skills and concepts. All standard courses include a course manual in pdf format to be used in class and then referenced back in the workplace after go live.

Introductory classes provide an overview of core concepts and functionality for each solution. The target audiences typically include; the implementation team, application administrators, and business subject matter experts such as payroll, scheduling operations, attendance administrators, etc.

Intermediate classes provide application administrators with the knowledge they will need to maintain the solution after go live. Classes will cover a range of topics such as; security access profiles, solution

configuration, how to automate and maintain business policies and processes, and how to create tools to enhance the ease of use of the solution.

Advanced classes are developed for technical users such as database administrators or interface programmers. Classes will develop a deep understanding of the specific topic being addressed. For example, you may want to develop a specialist that can collaborate with the Kronos Cloud Team on the database structure, or perhaps you want internal resources that can develop and integrate custom reports or advanced interfaces.

Core training is delivered early on in the Initiate phase of the project. More in-depth training is taken throughout the various project phases. The AST Project Manager and Change Management Lead will coordinate the scheduling of training as appropriate within the project timeline.

- ✦ Core Team training will help you make informed solution design and configuration decisions, as well as provides core product knowledge needed to use your solutions.
- ✦ Application Administrator training will prepare you to administer the application using tools to perform daily and periodic administrative tasks.
- ✦ Configuration Specialist training will prepare you to support and maintain existing application configurations and complete configuration tasks.
- ✦ IT Specialist training will prepare you to support and maintain the Workforce Central environment and complete technical tasks.

Train-the-Trainer

Ensuring employee adoption and acceptance of your Kronos system is vital. Educating your users on the software plays a major role in its adoption and acceptance. Kronos Educational Services provides Train-The-Trainer options to assist you in developing a group of internal trainers to successfully plan and deliver a Kronos software training program for your managers/supervisors. With your own certified in-house trainers, you can:

- ✦ Increase productivity when you minimize downtime that can occur when your employees participate in off-site training
- ✦ Save money by leveraging your own training resources and reducing participant course fees and related travel costs
- ✦ Utilize existing resources when you have consistent access to an in-house Kronos expert
- ✦ Generate results with a built-in resource who can help increase the expertise of your organization
- ✦ Become self-sufficient by utilizing internal resources to deliver new hire onboarding training and ongoing refresher training

Upon successful completion of the Train-the-Trainer program, editable User Guides are made available through the Trainers Resource Library in KnowledgePass. Employee user training is available in training kits that can be downloaded from KnowledgePass. Training kits include editable presentation material in the form of training slides and job aids.

Training Delivery

Kronos Educational Services offers a choice when it comes to learning. Kronos recommends a blended learning solution of onsite and virtual training to meet your organization's needs. Onsite training is recommended for larger groups attending introductory core team and end user level training. The Kronos Virtual Classroom is well suited for Administrative and Technical training where fewer participants attend instructor led classes specific to their job roles.

Kronos Virtual Classroom

As a Kronos Virtual Classroom (KVC) participant you will benefit by experiencing a live, effective method for receiving training, without costly travel or interrupting your busy schedule. The KVC provides a structured online environment for instructor-led training, just-in-time-training right when you need it.

Kronos Private Classroom

- ✦ *On-site private:* Spend less time away from your work place and more time learning how to optimize your Kronos solution. Kronos offers on-site customer training, in which a Kronos certified trainer comes to your location to facilitate a Kronos customer education course.
- ✦ *Virtual private:* Gather only your employees together for a course delivered live over the Internet by a certified Kronos instructor. All the expertise of live instruction with the convenience of having just your organization in the training course.

Course Customization and Consulting

To increase the impact of learning, customized learning materials can be designed and developed to meet your organization's exact needs. You can tailor existing standard curriculum so that only the specific modules that your organization uses will be covered. Or have your own custom courseware materials created using customized capture exercises that mirrors your organization's environment. Kronos educational consultants can also work with you to incorporate your specific business processes into your learning materials so that you can reinforce new policies and procedures and better drive employee acceptance.

KnowledgePass™ Education Subscription

KnowledgePass is a multi-lingual online education portal that provides managers, end users, administrators, and IT staff members with anytime/anywhere access to educational content and support tools to set up, complete, track, and measure training activities. The project team should use KnowledgePass before and during implementation. KnowledgePass can also be used to onboard new hires, upgrade to new product releases, and refresh skills as needed. A KnowledgePass subscription gives organizations unlimited access to the content-rich site for an entire year.

KnowledgePass provides 24x7 online access to training and support materials, including:

- ✦ Product and upgrade information
- ✦ How-to simulations
- ✦ Job aids
- ✦ Tutorials
- ✦ Knowledge assessment and reporting tools
- ✦ Webinars that go in depth on popular topics

The KnowledgePass leading-edge features include:

- ✦ Advanced interface that simplifies navigation and facilitates individualized learning programs.
- ✦ Enhanced reporting tools that permit users and managers to track course activity.
- ✦ Easy-to-use wizards that guide employees to the right training and help managers assign training to users.

9.1 ORGANIZATIONAL CHANGE MANAGEMENT

For IT projects that highly depend on rapid user adoption for success, as the new solution will, organizational change management practices must be embedded in the project life cycle. Failure to do so will delay project adoption, impede the realization of benefits, and diminish success. The Respondent shall describe their approach to providing the Organizational Change Management services described in Section 3.3.1.8, including:

Provide an overview of their organizational change management approach and methodology

Highlight the key organizational change management activities that will be performed by the Respondent, including but not limited to the following: Conducting an Organizational Readiness Assessment

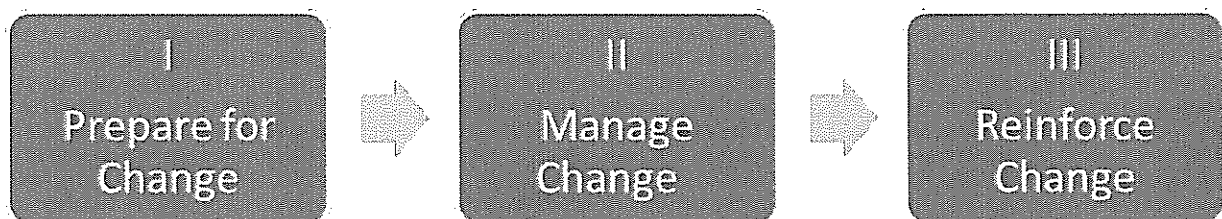
Developing an Organizational Change Management Plan

Conducting an Organizational Change Management Effectiveness Assessment

Providing guidance and recommendations on OCM activities conducted by the City

Based on our past experience, we understand that in a typical Government organization, upwards of 20 percent of employees could resist the changes brought about by a new Timekeeping and HCM/Payroll implementation. A comprehensive and dedicated change management strategy correlates directly with staying on schedule and budget. Over the years, AST has incorporated comprehensive Organizational Change Management strategies into our Project Management and Oversight Approach. Our internal Change Management Center of Excellence boasts a repository of tools and solutions that will help the City assess its change readiness, mitigate resistance, and keep stakeholders engaged with a project for its duration.

AST's Change Management approach is based on the Prosci Model which is a globally accepted process for managing change in an organization. Change Management is proactive, comprehensive and woven into the project from day one. It is a three-phase system with the ability to scale and tailor the plan to best meet the unique needs of the project and the City's unique culture.

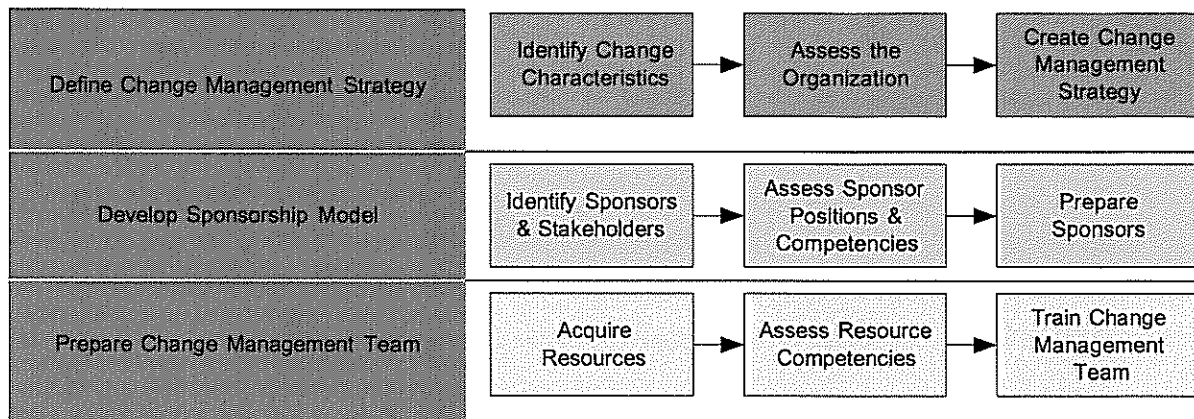


Phase I—Prepare for Change

In the Prepare for Change phase, AST will create the comprehensive Change Management Strategy. To accomplish this, we start by conducting a Change Characteristics Assessment that is used to understand the scope, size and impact of the project. This “sizing” exercise helps determine how much change management support will be required and scales the change management approach accordingly. Specifically, for each sizing characteristic the Change Management Strategy requires adjustment. Phase

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1 tasks and activities of our Change Management Strategy are illustrated in the diagram below.

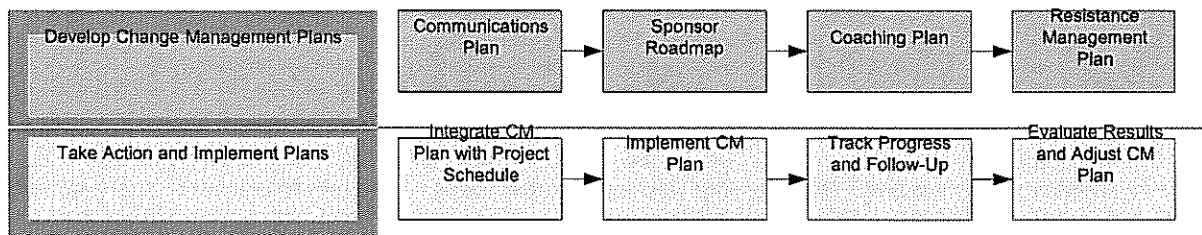


Together, we will assemble members of the City's Change Management Team. One of their first tasks is to conduct an Organization Attributes Assessment used to understand your history of implementing change and their current capabilities to implement significant change. Every organization has unique characteristics that make change management easy or challenging. Your culture and history play an important role in the change process. These organizational attributes are important to understand so that we can educate the team and sponsors about the potential obstacles to successfully implementing the upcoming changes to business processes and tools.

Once these assessments are complete, we will build the Change Management Strategy. The key components of the strategy are detailed in the Manage Change phase. The strategy will be vetted for acceptance by the Change Management Team, the Project Management Team, and the Executive Steering Committee [or other Executive Leadership team].

Phase II—Manage Change

In the Managing Change phase, the immediate work is to take the Change Management Strategy and develop detailed action plans. The strategy will typically have four components that all require a detailed plan: Communications, Sponsor Roadmap, Coaching, and Resistance Management. Phase 2 tasks and activities of our Change Management Strategy are illustrated below.



Communications Plan

While all the components of a strong Change Management Strategy are important for project success, effective communications are especially important. Successful project communications are based on solid foundations—they are targeted at the right audience, they are two-way, frequent, open and honest. A comprehensive Communications Plan, an extremely critical tool to build project awareness, will be developed.

Sponsor Roadmap

The Sponsor Roadmap clarifies the roles and responsibilities of members of the Governance Board and Steering Committee at each phase of the project. Benchmarking studies show that effective executive sponsorship is the number one success factor for major change initiatives. Through the Sponsor Roadmap we will define—and agree on—what visible, engage and caring sponsorship looks like. It will define their required participation in communication activities, including face-to-face road shows, town hall meetings, project reviews, milestone celebrations and other communication channels.

Coaching Plan

Coaching during change management provides a venue for one-on-one and group meetings between employees and the people they trust the most, their immediate supervisors. This environment allows employees to ask questions and receive clarification about the change and to comment on their specific worries and concerns about change. It is also an opportunity to gather feedback from end-users about the change and the change management efforts.

The coaching plan defines how we will support managers and supervisors during the change and how they will interact with front-line employees. The change management role is to fully enable these managers and supervisors to:

- + Champion the change
- + Support their employees during the change
- + Support their employees in the new, changed environment

If any managers are especially resistive, we can develop another strategic component—the Middle Manager Engagement Plan. Through this plan, we will identify and execute specific activities to ensure the City does not experience the problematic “mushy middle” in this project.

Resistance Management Plan

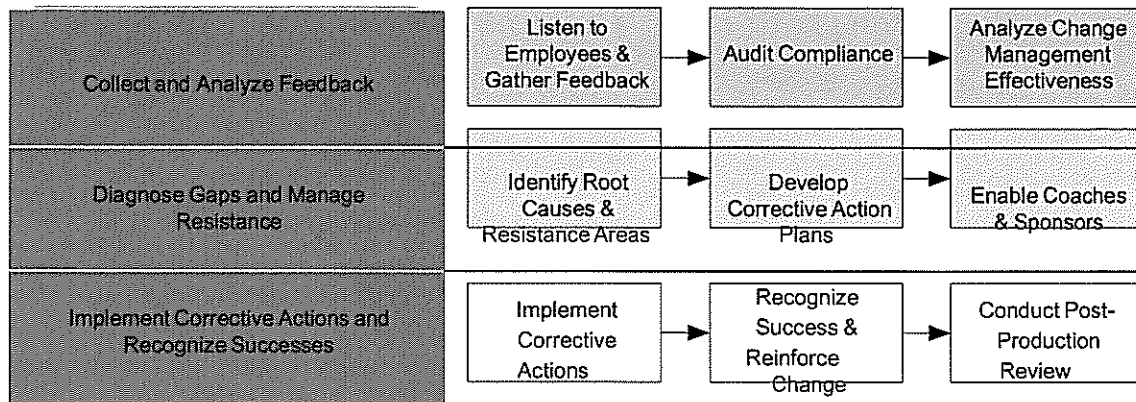
Resistance to change created by this implementation is predictable and expected. Through effective Resistance Management, we will proactively search for pockets of resistance throughout the project’s community. Resistance can be identified by a variety of sources, including employee feedback, supervisor input, project team issues or compliance audits. Surveys will be utilized as a key tool for gathering feedback and input.

For each pocket of resistance, we will conduct a root cause analysis to determine exactly why the resistance is occurring. Once we understand the root cause(s), we will develop and implement corrective action plans to reduce the resistance. Corrective actions may include training, additional communication, and reestablishing expectations.

Phase III—Reinforce Change

The change management system will only be successful when changes are fully implemented and embraced by all end-users. Auditing performance ensures the change is taking place and that the City is realizing the full benefit of the new improvements. The final phase in our change management system is *Reinforce Change* to ensure long-lasting compliance with new business processes. With the action steps in this phase, AST will work with you to ensure end-users do not “backslide” after go-live. Phase 3 tasks and activities of our Change Management Strategy are illustrated in the diagram below.

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It is important to follow-up with employees to understand how the change is working. Many teams fall into the trap of completing their change management action plans without listening to what employees have to say. The feedback the Change Management Team gathers will be helpful in developing corrective actions and post-go-live change management activities. An initial step of Reinforce Change is to take an introspective look at end-users' compliance in using new tools and processes. Sources of compliance information are supervisors, system usage reports and actual witness of user compliance. It is especially important to talk directly to end-users as well. This step is not to act as the police, but to clearly understand end-user adoption. The results of the audits will be used to complete an analysis of the change management program's effectiveness.

9.J PRODUCTION SUPPORT AND TRANSITION

Production Support for the Phase 1-Time & Attendance, Labor Scheduling, and Leave Management Solution will be provided by Kronos.

Section 1-Production Support and Transition Approach

The Respondent must provide their proposed production support and transition approach to enable the City to evaluate the Offeror's knowledge of, and intended approach to, provide production support and transition.

Description of the production preparation and support proposed

The Kronos Professional Services team will continue to work thru build and test of final configuration, and processing of at least 2 pay cycles, prior to setting up transition to Support. This approach allows for complete validation of entire solution/configuration prior to go-live.

Description of the transition approach and methodology proposed

A transition call will be set up between Kronos PS resources, appropriate customer resources, Kronos Support resources (including a manager) to formally introduce customer resources to the post-implementation support process, including a tour of the Kronos Customer Community, how to search for answers, interact with other Kronos customers in the community, create cases, supply phone number for support, expectations, etc.

Section 2-Maintenance & Operations and Support

This section should address the Respondent's approach and methodology to provide application management, technical support, system enhancements, and other related support activities, including:

Proposed software license agreements and maintenance agreements

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- + Unable to sign-off Time Cards
- + Totals are not accurate
- + Unable to collect punches from terminals
- + Unable to access a critical application function such as scheduling
- + Cloud outage

No workaround is available.

Medium Priority: A serious customer issue which impacts ability to utilize the product effectively such as:

- + Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- + Data display inaccuracies or inconsistencies across multiple tasks
- + System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- + How do I set up a holiday pay rule?
- + How do I run a report?
- + How often should database maintenance be executed?

A workaround is available on the Kronos Community.

Kronos currently publishes new releases every twelve to eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

Please see the Kronos Sales, Software License, and Services Agreement SSLSA provided in Appendix II.

As an initial, general response to this section, describe Respondent's approach to service level management including: proposed measurements; proposed service levels; strategy for documenting service levels and performance against such service levels; and format and frequency of reporting. Specify the mechanisms, tools and techniques Respondent intends to put in place to meet, measure, report and improve upon these service levels.

Critical SLA guidelines are response times, which are 1 Hour for High Priority, 4 hours for Medium Priority, and 8 hours for Low. Critical SLA of system availability in SaaS agreement is 9.75%.

The Entirety of SaaS SLA is as follows:

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The Services, 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 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 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

1. Customer will choose one of the following time zones for their Maintenance Period:
 - a) United States Eastern Standard Time,
 - b) GMT/UTC, or

- c) Australian Eastern Standard Time (AEST).
2. Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
3. 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 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. Kronos will provide Customer with an Application Availability report on a monthly basis for each prior calendar month.

Within sixty (60) days of receipt of such report, Customer must request the applicable Service Credit by written notice to Kronos. 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 Services and that changes in such utilization may impact Kronos' ability to manage network traffic.

Phase 1 Project Implementation Approach & Understanding

Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the 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.

Ability to comply with the Service Level Agreement provided by the City in Section 5.

Kronos will abide by the SLA described in our previous response.

Patch/Upgrade Support:

Clearly and succinctly describe relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation. Also provide patch/upgrade support service cost and rate information in the pricing response section.

Customer will be notified of any recommended patches/upgrades, so that deployment to test environment, as well as formal testing of patch/upgrade can be planned appropriately.

Describe release strategy and typical schedule (quarterly, annually) with respect to patches, point upgrades, and major release upgrades. As part of this response, address your position on version compliance to remain on support and options clients may have to defer patches/upgrades.

Kronos currently publishes new releases every twelve to eighteen months, with quarterly (or as needed) service packs. Resolution of an issue may require that you upgrade to the current release of the Software.

Describe what tools and documentation are provided to facilitate a high-quality patch or upgrade effort.

Release notes are provided for all patches/upgrades, and the expectation is that all are tested and validated by customer in a non-production environment.

Describe any differences in patch/upgrade support options and services for single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.

Current approach is single tenant SaaS, allowing more flexibility relative to patches and upgrades.

Offerors should describe any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.

Continuous improvement is an effort in all areas.

Section 3-Enhancements

Description of the management approach to application enhancements, such as assessment of change impact, estimation of required effort to implement the change, and change approval requirements.

Application enhancements will be fully documented, and such documentation will be available to customer to review for applicability to their solution. Kronos will work with customers to fully understand any impact to current configuration, and provide guidance around any change management.

Description of the technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.

Kronos' customer success program will focus on solution outcome, maximizing value of customer solution and meeting specific customer business requirements. All facets of customer solution will be considered in change management strategy, driving towards efficient and complete test strategies, acceptance testing, and successful deployments.

The Respondent shall describe their approach to process future enhancement requests, including methodology for pricing (e.g. function point analysis) and future available resources to fulfill enhancement requests.

Within its robust Customer Community, customers have the ability to research and review existing ideas, present ideas (or changes to existing ideas) for product enhancements, and vote for already existing ideas, all within the Kronos Customer Community.

Section 4-Help Desk

Call Center/Problem Ticket Support:

Offeror call center and problem ticket support services and service levels to ensure responsive, reliable, and knowledgeable support is provided during and after implementation. Also provide associated support service cost and rate information in the pricing response section.

Customers have two methods of contacting support. First, our Kronos Customer Community provides various self-help tools and forums, so that customers can search for resolutions to known issues. If search does not produce results, option exists within community to create an electronic case that is submitted to support for follow up; second, customers can call support (recommended for high priority or critical issues), in which case we will gather pertinent information and assign case to the appropriate resources within support to move the issue forward. All pricing will be provided as part of pricing the entire solution. Case management tool is available to customers in the Kronos Customer Community.

The size and structure of call center services team.

Kronos does not use outsourced support service-contracted organizations for products designed and manufactured by Kronos. The Global Support staff consists of approximately 300 experienced service professionals that resolve 10,000 customer issues per month. The group is organized according to area of expertise and many of these support specialists are certified database and network experts. The Kronos Global Support organization is comprised of Support Engineers, Senior Support Specialists, Network Specialists, and DBAs who team to provide the highest level of support that the industry has to offer. Kronos continues to cross-train staff as needed to insure proper depth of knowledge in all product areas. In addition to our Help Desk support, Kronos employs hundreds of service consultants at the local level to support both software and data collection deployments. Kronos Global Support is a world class support organization dedicated to resolving issues quickly and reliably.

Call center hours of operation.

Kronos Global Support Call Center hours of operation for Kronos Cloud SaaS Customer is Platinum Support Plan - 24 x 7, 365 days a year.

Any support tools or techniques used to more quickly diagnose and resolve critical or escalated problems. The escalation process should also be described.

Kronos' Global Support organization responds to customer support calls in an average of 90 seconds or less. The Kronos Global Support customer service center is engineered to make your service call a successful one in the fastest time possible. Callers that register with their Solution ID are automatically routed to the support group queue specific to their product. Kronos utilizes a Priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- + Unable to sign-off Time Cards
- + Totals are not accurate
- + Unable to collect punches from terminals
- + Unable to access a critical application function such as scheduling

No workaround is available.

Medium Priority: A serious customer issue which impacts ability to utilize the product effectively such as:

- + Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- + Data display inaccuracies or inconsistencies across multiple tasks
- + System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- + How do I set up a holiday pay rule?
- + How do I run a report?
- + How often should database maintenance be executed?

A workaround is available on Kronos Community

Response Time

Kronos Global Support is committed to respond to all customer service requests within a certain period of time based on support contract type and the priority of the service request. For the Kronos Gold Support Plan High Priority requests are addressed within 2 hours, Medium Priority within 4 hours, and Low Priority within 8 hours. For the Kronos Platinum Support Plan High Priority requests are addressed within 1 hour, Medium Priority within 4 hours, and Low Priority within 8 hours. Response time is defined from the time a case is logged by Kronos Global Support until an Engineer talks to or attempts to contact the customer. All response times are business hours. The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the customer and Kronos (e.g., if a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday – Friday) for Gold Support customers).

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the afterhours team or to the mission critical support engineer on duty. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.

Technical Escalation

The KGS escalation process is driven by multiple factors including case priority. Our goal is to resolve your issue in the timeframe required to meet your business needs. The general process flow in Kronos Global Support is:

- + Level 1 Technical Support

- ✦ Level 2 Technical Support
- ✦ Post Release Services

If the issue cannot be resolved by KGS and the customer is running an engineering-supported version of the Kronos product, then KGS will escalate the issue to the appropriate product engineering group.

Management Escalation

Customers may ask to speak to a Kronos manager at any time if they have any issue with the level of service they are receiving with a specific case or service in general.

The problem resolution process can vary depending on the nature and severity of the problem, but Kronos does have a formal escalation policy in place that addresses these types of issues. If an anomaly persists and all reasonable steps have been taken to resolve the customer issue in Kronos Global Support, the case (including all technical details) will be reviewed with the Escalation team. If necessary, a formal handoff will take place to the Escalation team, who at that point takes ownership of the account and the issue reported, and is responsible for working the issue to closure.

The Escalation team utilizes whatever Kronos resources are necessary to move the issue forward as quickly as possible. If the problem is product related, the issue is presented to Engineering as a formal Product Action Request (PAR). The PAR is evaluated and prioritized according to the criteria for escalation listed above, and a plan is developed to address the issue. The severity of the issue will determine the action plan, which could be the release of an escalation patch, or inclusion of the fix in the next regularly scheduled support release for the product, depending on the severity of the issue, and the timing of product releases.

Any differences in call center support for single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.

Kronos is a Single Tenant SaaS Data Center.

Any continuous improvement efforts underway or planned to improve the quality of call center support services.

Kronos continues to work with our client base as well as all of our internal resources to understand and effect change as necessary to meet the needs of both audiences. We also review all metrics used to monitor our support business to insure compliance as well as identify any opportunities for improvement.

User Group Collaboration:

Describe any user group forums/events that are available to client base that are either managed by Respondent or are self-managed by clients. Description should include the frequency, format, cost, and locations of these forums/events along with summary agendas from forums/events recently held.

Although Kronos does not offer a typical user group that is organized and managed by our users, we facilitate user communication and feedback through our annual KronosWorks conference, locally hosted user group meetings, and Customer Advisory Boards.

KronosWorks

Kronos hosts a yearly worldwide KronosWorks customer conference for our users. At this conference, customers are encouraged to present to other customers and foster networking opportunities. From such events, individual customers have gone on to establish independent, user-run groups, often with a geographic or industry-specific focus.

Local User Groups

Individual Kronos offices also host user group meetings in their local area and are supported by Kronos Corporate in such endeavors. Although the frequency varies, these groups typically meet one to two times per year.

Customer Forums

Our Customer Forums, available online via the Kronos Customer Portal website, provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Describe if and how user group collaboration forums/events are used to inform product strategy going forward.

For product development efforts, Kronos conducts specific Customer Advisory Board meetings throughout the year with representatives from a select group of customers. Members of the Customer Advisory Board provide strategic input during the most critical phases of product development, including concept, design, development, and market launch; contribute to Kronos' strategic direction; and help ensure that future Kronos solutions meet both broad and precise market needs.

Describe any knowledge-bases or web-based sites that allow client base to contribute and leverage lessons learned and/or specific solutions related to problems or challenges a particular client has faced.

This subscription service entitles you to the latest available product releases, updates/patches and legislative updates via the Kronos. Advantages include:

- ✦ Stability and predictability - Receive and install the latest product releases; eliminate known problems; enhances the stability of your system.
- ✦ The latest technology -- Implement the latest product release and maximize system functionality and availability.

Download the latest software support release or tax updates. For many products, the latest software support releases, Service Packs, are posted for you to download and install.

Knowledge Base

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the Knowledge Base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The Knowledge Base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the Knowledge Base.

- ✦ *Flexible search capabilities* allow users to search for answers from the complete database of documents or limit their query to specific subject areas. Users can also search for documents by date or document id. Users view the list of answers returned and link to the entry that describes the problem and solution.

Describe any continuous improvement efforts underway or planned to improve the quality of user group collaboration.

The Kronos Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space. The Kronos Community allows you to share product ideas, contribute to valuable discussions, and collaborate with an engaged network of peers.

Access to the Kronos Community includes:

- + *Cases* - Creating a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. Once you create a case, you can also add attachments. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.
- + *Get Answers* - Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more.
- + *Learn* - Community offers easy access for Kronos training, thought leadership newsletters, and expert insight blogs. Community also offers access to Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which provides timely, high-quality information through Wolters Kluwer.
- + *Discussions* - Connect with Kronos customers, partners, and product experts in Discussion Groups that are organized by product, industry, or special interest. With hundreds of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.
- + *Ideas* - Have ideas for product or Kronos Community improvements? Kronos listens to all of our customers. Simply access the Community to add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top

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Customer Advisory Board

For product development efforts, Kronos conducts specific Customer Advisory Board meetings throughout the year with representatives from a select group of customers. Members of the Customer Advisory Board provide strategic input during the most critical phases of product development, including concept, design, development, and market launch; contribute to Kronos' strategic direction; and help ensure that future Kronos solutions meet both broad and precise market needs.

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Kronos hosts a yearly worldwide KronosWorks customer conference for our users. At this conference, customers are encouraged to present to other customers and foster networking opportunities. From such events, individual customers have gone on to establish independent, user-run groups, often with a geographic or industry-specific focus.

Local User Groups

Phase 1 Project Implementation Approach & Understanding

Individual Kronos offices also host user group meetings in their local area and are supported by Kronos Corporate in such endeavors. Although the frequency varies, these groups typically meet one to two times per year.

9.K DELIVERABLES

The Respondent should provide in this section their approach to providing the mandatory deliverables and meeting the deliverable requirements outlined in Section 4 of the SOW. This includes addressing the mandatory deliverables listed below for reference. Any additional deliverables proposed by the Respondent should be clearly identified and defined. Respondent should review and include the requirements in Section 4 in their proposal response.

AST and Kronos have reviewed the City's Mandatory Deliverable requirements outlined in Section 4 of the SOW and we have ensured that our proposed scope and project plan align with the table below. Red Text indicates recommended adjustments to the City's requirements.

ID	Project Phase	Deliverables	Global	Stage 1: Prototype	Stage 2: Citywide Deployment	Dependency
1.	Initiate	Project Schedule	X			None
2.	Initiate	Project Status Reports and Monthly Project Steering Committee Reports	X			None
3.	Initiate	Project Kickoff Presentation	X			1
4.	Initiate	Time & Attendance, Labor Scheduling, and Leave Management Implementation Plan	X			1
5.	Initiate	Configuration Management Plan (Requirements Traceability Matrix and Software Installation Report)	X			None
6.	Initiate	Training & Knowledge Transfer Plan	X			4
7.	Initiate	Project Management Plan	X			None
8.	Collaborate	Organizational Readiness Assessment	X			None
9.	Collaborate	Organizational Change Management Plan	X			8
10.	Collaborate	Organizational Change Management Effectiveness Assessment		X	X	9
				-10.1	-10.2	
11.	Collaborate	Business Requirements Design Document (Solution Development Workshop and Integration Design Document)		X	X	4, 8
				-11.1	-11.2	

Phase 1 Project Implementation Approach & Understanding

12.	Collaborate	System Design Specifications (Solution Development Workshop and Integration Design Document)		X	X	11
				-12.1	-12.2	
13.	Collaborate	System Security Plan	X			4, 11
14.	Collaborate	Business Continuity Plan	X			None
15.	Collaborate	Test Plan and Test Scripts		X	X	12
				-15.1	-15.2	
16.	Collaborate	Data Migration		X	X	12
				-16.1	-16.2	
17.	Collaborate	System Test Execution Report		X	X	15,16
				-19.1	-19.2	
18.	Collaborate	Support User Acceptance Testing (UAT)		X	X	17
				-20.1	-20.2	
19.	Adopt	Conduct Training and Provide Training Materials		X	X	18
				-21.1	-21.2	
20.	Adopt	Production Support Plan	X			None
21.	Adopt	Deployment Plan		X	X	None
				-23.1	-23.2	
22.	Adopt	Go Live		X	X	22
				-24.1	-24.2	

AST emphasizes the quality of project deliverables. AST team members understand that quality is measured and evaluated on several layers and has to be clearly identified as distinct requirement in all the tasks. Although every member of the AST Team takes pride in the quality of the work he or she produces, the overall responsibility for quality deliverables will rest with the AST Project Manager. The designated project manager not only has extensive project management experience but also has the thorough hands-on knowledge of both functional and technical aspects of Kronos Workforce Central Applications use in the Public Sector. This ensures that the quality is not only enforced for documents and deliverables that have an obvious customer interface, but also in the programming standards and technical architecture and design that are not always obvious.

Quality project deliverables begin by setting clear standards for design, development and documentation. The entire consulting team and designated City personnel review and contribute to the creation of design, build and documentation standards. AST and the City Project Managers then approve the standards documents and evaluate any deliverables that they review according to these standards. The approval process for different types of deliverables is also determined collectively, ensuring that the whole team is familiar with the standards of program development, design, user documentation, and the approval process.

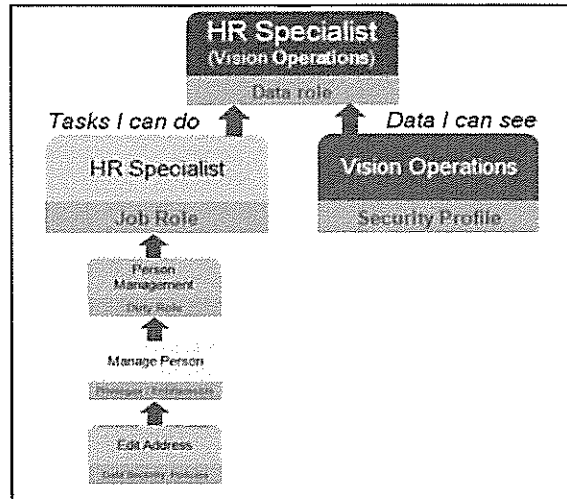
All deliverable documents will clearly identify the persons responsible for the review/QA of the deliverable. The person(s) responsible for final acceptance of the deliverables will also be identified. This is typically not the same individual(s) as the review/QA person allowing for multiple layers of review and quality assurance.

Oracle takes a holistic approach to application and data security. Oracle's unique Advanced Virtual Tenancy architecture allows for complete data isolation, ensuring your data is not co-mingled with that of other customers. By leveraging Oracle technology, the Oracle Cloud ensures protection of sensitive data, such as Personally Identifiable Information (PII) and other sensitive information. Additionally, Oracle's Data Centers adhere to industry best practices and submit to industry certifications such as the SSAE 16 (Statement on Standards for Attestation Engagements), which reports on the controls in place at a service organization.

Application-Level Security

The application-level security features offered by the Oracle Cloud reduce compliance risk and enforce access policies. All interaction with the database is accomplished via the delivered tools, so no direct connection to the underlying database is required or allowed.

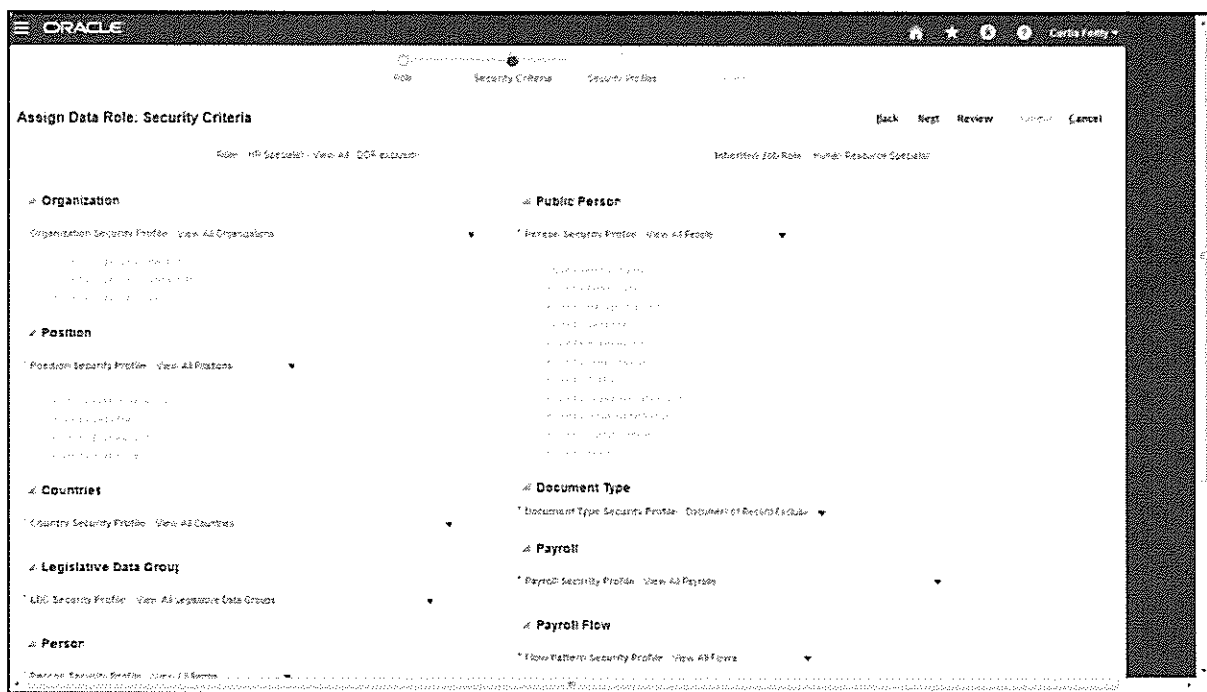
Oracle Cloud leverages the security principle of least privilege using the industry best practice of Role Based Access Control (RBAC). Using RBAC, application administrators control access to application functions and data (create, read, update, delete), ensuring that a given user only sees systems functions and rows of data pertinent to his/her job.



The approach grants access to content based on abstract, job duty and data roles.

- ✦ **Job Role:** Defines the job that a person is hired to do, for example HR Specialist, Lawyer, etc.; Job roles are decomposed into their constituent duties and are provisioned to a user.
- ✦ **Duty Role:** Defines a logical grouping of tasks that a user with a particular job must perform, for example, Manage Person duty. Duties should be recognizable as a line on a job description.
- ✦ **Abstract Role:** Associated with a user irrespective of their job and duty roles, for example, Employee, Contractor, etc.

Data roles allow users access to the data needed to do their job, for example, business units may be used by HCM Cloud to implement data security to limit the records of employees within a business unit. You can define Security Profiles in HCM data roles to identify the data that users with those roles can access, including by Organization, Position, Person, etc.



Roles can also be setup to 'AutoProvision' – i.e. mapping rules can be invoked automatically when a user hires or transfers into a specific position. Using RBAC greatly simplifies the process of adding users or changing a user's department or organization. It also increases security by ensuring that one central location and method is used to quickly and easily grant/revoke access to corporate applications.

Oracle data centers have numerous methods, tools, and policies to protect network traffic, optimize network usage, and network access. This includes:

- ✦ **Segregation in Networks** - Oracle's data centers contains isolated networks used to deliver Cloud Services to Oracle Cloud Customers. Networking technologies are deployed in a layered approach designed to protect Customer data at the physical, data link, network, transport, and program level. Access controls are multi-tiered, consisting of the network, system, database, and program layers. Access is based on a "deny by default" policy.
- ✦ **Network Access Control** - Oracle Cloud operations teams access Customer environments through a segregated network connection, which is dedicated to environment access control and isolated from Oracle's internal corporate network traffic. The dedicated network functions as a secured access gateway between support systems and target program and database servers. Regional gateways are synchronized forming a meshed global array designed to provide continuity of support operations in the event any one of the gateways were to fail. Authentication, authorization, and accounting are implemented through standard security mechanisms designed to ensure that only approved operations and support engineers have access to the systems. Cryptographic controls are implemented to provide Cloud operations and support with secured, easily configured access to target programs.
- ✦ **Network Routing Control**
 - **Routers** - Router controls implemented for Oracle Cloud provide the connection point between the Oracle Cloud Services and the Internet Service Provider(s). Border routers are deployed in a redundant, fault tolerant configuration. Routers are also used to enforce traffic policies at the perimeter.

Phase 1 Project Implementation Approach & Understanding

Once a deliverable has been approved by AST for submission, the City will have a pre-negotiated number of days to review the deliverable and provide feedback to AST. AST will make any necessary changes to the deliverable and will submit an Acceptance Certificate to the City. A signed Acceptance Certificate marks the completion of the deliverable and triggers invoicing to the client based upon negotiated terms of payment.

10 APPENDIX A: REFERENCES

Respondent should provide three (3) customer references with contact name/title, address, phone number, email, and a short description of the timing and scope of product and services provided. These references should be in the Public Services industry.

All references must be for a SaaS-based solution that includes Time & Attendance, Labor Scheduling, and Leave Management capabilities implemented within the last five (5) years. If a Public Services industry client reference does not exist and the Software Vendor provides an out-of-industry client reference, the Software Vendor should include a short description of the reasoning behind the inclusion of the out-of-industry client reference.

Offeror should provide references that are similar to size and complexity of the City. For the purposes of this procurement, similar size and complexity is defined by the City as having the following characteristics:

- + *Jurisdiction of at least 500,000 residents.*
- + *10,000+ Employees*
- + *Public Safety Departments (Fire, PD, EMS) included in implementation*

AST and Kronos takes the satisfaction of its customer seriously. In fact, AST regularly conducts independent customer surveys to make sure our efforts and intentions match our customers' expectations. The outcome of the most recent customer survey conducted by A.T. Kearney on behalf of AST in July/August of 2016, recorded customer satisfaction levels in the upper ninety percent range.

We are pleased to provide the following references which align to the City's requirements listed above.

Reference 1

Customer:	City of El Paso
Contact Name/Title:	Mary Michel/HR and Payroll
Address:	300 N. Cambell 1 st Floor El Paso, TX 79901
Phone:	(915) 212-1267
E-Mail:	MichelML@elpasotexas.gov
Project Description	The City of El Paso has been a long-time customer of Kronos Timekeeper and TeleStaff with their Oracle System. The City uses Kronos Timekeeper for All City employees, and also has Kronos TimeClocks. El Paso Fire has used TeleStaff for Advanced Scheduling for many years, and El Paso Police recently purchased TeleStaff and are implementing TeleStaff now for their entire police force. The City runs the TeleStaff data thru Kronos Timekeeper for advanced pay rule calculations, and then sends the payroll-ready data to Oracle Payroll.

Reference 2

Customer:	City of Oklahoma City, OK
Contact Name/Title:	Tracey L Bell/Application Support Manager
Address:	200 N. Walker Ave. Oklahoma City, OK, USA 73102

Appendix A: References

Phone:	(405) 297-3332
E-Mail:	<i>None provided per client confidentiality</i>
Project Description	The City of Oklahoma City is a long-time Kronos and Oracle customer. They use the Kronos Timekeeper Solution for All City employees to track time and do leave requests, and they also use the Kronos TimeClocks as well.

Reference 3

Customer:	City of Albuquerque, NM
Contact Name/Title:	Paul Chapman/Associate CIO
Address:	1 Civic Plaza NW Albuquerque, NM 87102
Phone:	505-768-2816
E-Mail:	pchapman@cabq.gov
Project Description	The City of Albuquerque is a long-time Kronos and Oracle customer. They use the Kronos Timekeeper Solution for All City employees to track time and do leave requests, and they also use the Kronos TimeClocks as well.

Reference 4

Customer:	Hillsborough County, FL
Contact Name/Title:	Beverly Waldron, Director, Human Resources
Address:	601 E. Kennedy Blvd Tampa, FL 33602
Phone:	(813) 272-6400
E-Mail:	WaldronB@hillsboroughcounty.org
Project Description	Complete Suite of Oracle ERP products including <ul style="list-style-type: none"> ✦ Financials ✦ HR ✦ Benefits ✦ Kronos Time Entry & Integration to Oracle ✦ Payroll Budgeting

Reference 5

Customer:	Dallas County, TX
Contact Name/Title:	Brett Taylor, IT Chief – Project Management Office

Address:	1201 Elm Street Dallas, TX 75270
Phone:	214-653-6123
E-Mail:	Brett.taylor@dallascounty.org
Project Description	<p>Oracle HCM Applications including:</p> <ul style="list-style-type: none">+ Human Resources+ Payroll+ Advanced Benefits+ Self Service HR+ Benefits <p>Taleo Cloud Service:</p> <ul style="list-style-type: none">+ Platform+ Recruiting+ Onboarding <p>Oracle ERP Financials</p>

11 APPENDIX B: FUNCTIONAL REQUIREMENTS MATRIX RESPONSE

A completed copy of the Functional Requirements Matrix is embedded herein and also provided as a separate attachment with our proposal submission.



Tab 11 Functional
Requirements Matri

12 APPENDIX C: TECHNICAL REQUIREMENTS MATRIX RESPONSE

A completed copy of Kronos' responses to the Technical Requirements Matrix for the Phase 1-Time & Attendance, Labor Scheduling, & Leave Management Solution is embedded herein and also provided as a separate attachment with our proposal submission.



Tab 12 Technical
Requirements Matri

Appendix C: Technical Requirements Matrix Response

A completed copy of Oracle’s responses to the Technical Requirements Matrix for the Future Phase HCM replacement embedded herein and also provided as a separate attachment with our proposal submission.



Tab 12 Technical
Requirements Matri

13 APPENDIX D: RESUMES

In this Appendix, we have provided resumes for the key members of our proposed team identified in Tab 9B. A summary of our proposed team is provided below.

Project Role	Proposed Consultant	Years' Experience
Senior Executive	Prasad Nettem	21+
Project Manager	Jeff Kost	25+
Change Management Lead	Tom Grubb	30+
Solution Architect	Dianne Nealon	17+
Technical Architect	Ken Stewart	11+
Functional Lead	Donna Bakker	23+
Service Manager	Dan Clark	20+

PRASAD NETTEM

Program Manager (based in Chicago, IL)

Mr. Nettem is AST's Vice President, ERP and a technology and business visionary with over 21 years' experience leading successful implementations of Oracle E-Business Suite, OBIEE, Hyperion, Document Imaging, Content Management, Oracle Fusion Middleware, and Database technologies. Mr. Nettem brings a proven history of leading and delivering technology solutions for large, complex organizations including Chicago Public Schools, the nation's third largest school district and Cook County, IL, the second largest County in the U.S. Throughout his career, he has worked closely with business users to define and implement technology solutions to achieve critical business objectives. Mr. Nettem has led the formation of ERP Centers of Excellence in Public Sector organizations to support their ERP applications and technology stack. In this role, he led internal teams responsible for production system support, custom applications development, deployment of major functional enhancements, and implementation of new Oracle modules.

	Project Summary
Oracle Applications	Citizens Property Insurance, FL 07/2016 – Present
<i>Financials (GL, AP, AR, CM, FA, PSB, Project Accounting, Grants Management), Procurement</i>	Executive Sponsor – Oracle Cloud ERP, HCM Implementation
<i>Human Resources (HR, Position Control, Applicant Tracking)</i>	Prince William County, VA 03/2015 – 08/2016
<i>Enterprise Asset Management (EAM)</i>	Executive Sponsor – Oracle E-Business Suite Financials and Hyperion Public Sector Planning and Budgeting Implementation
<i>WebCenter Document and Content Management, Oracle Document Capture</i>	City of Detroit, MI 12/2014 – 06/2016
Hardware & Operating Systems	Executive Sponsor – Oracle Financials and Planning and Budgeting Cloud Implementation
<i>HP, Windows, Dell; EMC Storage; Unix, Red Hat Linux, Windows</i>	Hampton Roads Sanitation District, VA 04/2014 – 05/2015
<i>On-Site, Managed Services, SaaS</i>	Executive Sponsor – Oracle ERP, HCM Implementation
Methodologies	City of Regina, SK Canada 06/2014 – 07/2015
<i>EDM: Enterprise Domain Model</i>	Executive Sponsor – Oracle HCM Implementation
<i>EAM: Enterprise Application Migration</i>	Northeast Ohio Regional Sewer District, OH 01/2014 – 12/2014
<i>AIM: Application Implementation Methodology</i>	Project Executive – Oracle SOA/BPEL enhancement and support services for the District's Oracle EBS to WAM Accelerators
<i>Oracle Unified Method</i>	Cook County, IL 12/2012 – 12/2013
Other Software	Director of Enterprise Resource Planning
<i>Microsoft Office Suite, Microsoft Project, Visio, PowerPoint,</i>	<ul style="list-style-type: none"> + Led implementation of cloud-based, centralized Time & Attendance and Payroll solution for multiple department and 22,000 employees + Facilitated coordination and cooperation among multiple departments and conflicting constituencies to develop common set of requirements for County's Enterprise Resource Planning (ERP) Initiative + Built and staffed County ERP Center of Excellence to support the implementation and post-production maintenance of County's new ERP system.
	Chicago Public Schools, IL 06/2003 – 10/2012

Toad, SQL Navigator, Informatica ETL, Informatica Archive Purge, Emano, Cleo, HP Quality Center, Oracle UPK, AppWorx

Training & Certifications

Oracle Hyperion Public Sector Planning and Budgeting

Oracle E-Business Suite Essentials for implementers

Oracle BI Enterprise Edition

Oracle Application Development Framework

White Papers

"Oracle Public Sector Budgeting in

K12; The extended version"- Oracle Open World, 2007

"Oracle E-Business Suite Financials Release 12 Upgrade Case Studies Abstract"-Oracle Open World 2009

"Oracle E-Business Suite business value and best practices"-Oracle Open World, 2010

"Evaluating and Executing your upgrade to Oracle EBS 12.1"- Oracle Webcast

"Oracle Applications usage at Chicago Public Schools"- Chicago Leaders E-Business Applications Roundtable, 2012

"Automating Capital Asset Management"-GFOA, 2012

Education

Master of Science in Industrial Engineering, New Mexico State University, Las Cruces, NM

Bachelor of Science in Mechanical Engineering, Mysore University, Mysore, India

Director of Enterprise Financial Systems

- + Led ERP Center of Excellence to implement and support ERP applications and technology stack for 6,000 Oracle users at 700 CPS locations.
- + Managed Implementation of multiple Oracle E-Business Suite, PeopleSoft, Fusion Middleware, Informatica, and Primavera Applications
- + Led the training, change management and communication efforts to rollout Oracle E-Business suite and iProcurement applications to 1600 users.
- + Presided over multiple upgrades of Oracle E-Business Suite including the first 12.1.1 implementation in the world as recognized by Oracle.

09/2001 – 05/2003

ERP Technical Manager

01/1999 – 08/2001

ERP Technical Consultant

MCI System House, IL

06/1998 – 01/1999

Oracle Consultant – Oracle EBS Financials Implementation for Eagle Foods, Moline IL

Abbott Laboratories, IL

04/1996 – 06/1998

Oracle Consultant – Comprehensive Project Accounting System (COMPASS) implementation for controller's division and Chemical Inventory and Order Entry System Implementation for Research and Development

Coopers & Lybrand

08/1995 – 03/1996

Oracle Technical Consultant – Implementation of Activity Based Management System to support AEP's Planning, Budgeting and Performance Evaluation process.

JEFF KOST, MBA, PMP

Project Manager (based in Tampa, FL)

Mr. Kost has over twenty five years of industry experience including sixteen years of experience implementing Oracle E-Business Applications. As a project manager and team member of large, full-scale Oracle E-Business implementation projects, he has had significant exposure to diverse environments including in the government, higher education, healthcare, manufacturing, print media and service industries. His project management, solution architect and functional expertise provide leadership to achieve an application configuration and technical design that will fit any client's business requirements. He is fully conversant in the use of EDM, AIM and other leading implementation methodologies and his project delivery consistently meets or exceeds client expectations. Mr. Kost also has excellent personal and leadership skills making him a valuable asset on any project.

	Projects Summary
Oracle Applications	Citizens Property Insurance, FL 08/2016 – Present
<i>Oracle EBS R12.x, 11.x, HCM (HR, Payroll, OAB, OTL, iRecruitment, Learning Management), Financials, Public Sector Budgeting, Supply Chain, Projects and Grants, Oracle Mobile Applications, OBIEE, Hyperion Planning Suite, WebCenter Imaging Automation</i>	Project Manager - Oracle Cloud ERP/HCM and PBCS Implementation
Methodologies	Prince William County, VA 05/2016 – 08/2016
<i>AIM: Application Implementation Methodology</i>	QA Manager - Oracle ERP Implementation
<i>EDM: Enterprise Domain Model</i>	Hampton Roads Sanitation District, VA 03/2014 – 04/2016
<i>EAM: Enterprise Application Migration</i>	Project Manager – Oracle ERP/HCM Implementation; Financials, Procurement, Projects, Grants, Adv. Procurement, HRMS, OAB, Payroll, SSHR, OTL, Mobile Timecards, Hyperion, OBIEE, WebCenter
<i>EASM: Enterprise Applications Support Methodology</i>	Hillsborough County/City of Tampa, FL 03/2012 – 09/2013
<i>EMM: EasyPath Migration Methodology</i>	Project Manager – Oracle ERP/HCM Implementation.
Other Software & Tools	Pinellas County, FL 01/2010 – 03/2012
<i>Discoverer, TOAD, Workflow, OBIEE, Hyperion, Webcenter Imaging, SQL/Navigator, Data Loader, MS Office, MS Project & Visio</i>	Project Manager – Oracle E Oracle ERP/HCM implementation; Financials, Procurement, HR, Payroll, OTL, Adv. Procurement, SSHR Hyperion and OBIEE.
Training & Certifications	City of Chandler, AZ 06/2009 – 12/2009
<i>PMP Certification, PMI</i>	Project Manager – ERP Assessment.
Education	Greater Cleveland RTA, OH 09/2008 – 11/2008
	Project Manager – Oracle E-Business Suite R11i (Fare Media Solution) Integration to ACS Solution.
	Greater Cleveland RTA, OH 09/2007 – 04/2008
	Project Manager – Oracle E-Business Suite R11i (Fare Media Solution) Implementation.
	Polk County, FL 12/2005 – 12/2007
	Project Manager – Oracle E-Business Suite R11i Implementation.
	City of Burbank, CA 06/2007 – 07/2007
	QA Review – Oracle HRMS, OAB and Budgeting Implementation.
	Ameripath Pathology Laboratories, FL 06/2005 – 12/2005

*Master of Business
Administration*

*Bachelor of Science, Business and
Accounting*

Project Director – Oracle Applications R11i Implementation.

Sherwin Williams Company, OH 04/2005 – 12/2005

Project Manager – Oracle Applications R11i Implementation.

Readers Digest, NY 11/2004 – 06/2005

Project Manager – Oracle Applications R11i Implementation.

NYC Health & Hospital Corp., NY 06/2004 – 10/2004

Project Manager, Solution Architect – Oracle Applications R11i
Implementation.

Rockefeller University, NY 05/2004 – 06/2004

Internal QA Manager – Oracle Applications R11i Assessment.

PACE University, NY 04/2004 – 05/2004

Internal QA Manager – Oracle Applications R11i Assessment.

NYC Housing Authority, NY 10/2002 – 04/2004

Project Manager – Oracle Applications R11i Implementation and
Postproduction Support.

U.S. Army Medical Research Institute, MD 07/2002 – 10/2002

Solutions Architect – Oracle Applications R11i Demonstration.

Maxxim Medical, FL 03/2001 – 06/2002

Project Manager, Functional Lead – Oracle Applications R11i project.

C-Cor.net, PA 06/2001 – 08/2001

Project Manager – ERP Package Selection.

CDI Corporation, PA 06/2001

HRMS Lead – Oracle HRMS Assessment.

XO Communications, VA 03/2001 – 06/2001

HR Project Manager – Oracle Applications R11.0.2 to R11i Upgrade.

TMP Worldwide, NY 08/2000 – 03/2001

HR Functional Lead – Oracle Applications R11i Implementation.

Celotex Corporation, FL 07/1999 – 07/2000

HR, Payroll Functional Lead – Oracle Applications R11.0.3 project.

Celotex Corporation, FL 05/1997 – 07/1999

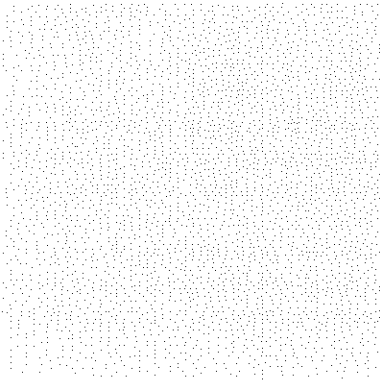
Manufacturing Controller – Responsible for the reporting of Cost of
Goods sold and inventory control.

THOMAS M. GRUBB

Change Management Lead (based in Baltimore, MD)

Mr. Grubb is a highly skilled Training specialist and Change enabler with multiple years of experience in enhancing the capabilities of both people and processes. He has designed and implemented comprehensive training and communications systems for Oracle implementations. He has developed numerous high-performing leaders and teams while implementing comprehensive performance management processes. He also has proven expertise in leading significant change—including Oracle ERP implementations, integration, restructuring, process improvement, and re-engineering. Mr. Grubb is a straight-thinking strategic planner with solid implementation skills. He has a proven record of improving operational efficiency and reducing costs. He has strong interpersonal, facilitation, and public speaking skills.

	Key Projects
Oracle Applications	Citizens Property Insurance, FL 08/2016 – Present Change Management Lead – Oracle Cloud ERP, HCM, and PBCS Implementation
<i>Oracle ERP Financials (AR, AP, GL), Projects, Contracts, HR, Payroll, Manufacturing, Procurement</i>	City of Detroit, MI 01/2015 – 08/2016 Change Management Lead – Oracle Cloud ERP and Planning and Budgeting Cloud Service Implementation
<i>Oracle Hyperion Planning 11, Planning & Budgeting Cloud Service</i>	LA Sanitation District, AL 9/2014 – Present Change Management & Training Lead – Oracle ERP Full Life Cycle Implementation including Financials, HR, Budgeting (Hyperion), BI.
Methodologies	Hillsborough County and Tampa, FL 9/2013 – 11/2014 Change Management & Training Lead – Oracle ERP Full Life Cycle Implementation including Financials, HR, Budgeting (Hyperion), BI.
<i>EDM: Enterprise Domain Model</i>	Loudoun County, VA 12/2011 – 9/2013 Training Lead – Oracle ERP Full Life Cycle Implementation including Financials, HR, Budgeting (Hyperion), BI.
<i>EAM: Enterprise Application Migration</i>	Johns Hopkins University, MD 02/2009 – 12/2011 Business Application Change and Communication Manager – Oracle ERP Full Life Cycle Implementation.
<i>AIM: Application Implementation Methodology</i>	AAI Corporation, MD 05/2005 – 12/2008 Organizational Development & Training Manager – Led the training, communications, and change management of a comprehensive ERP (Oracle and PeopleSoft) implementation.
Other Software	Management Consultant, MD 02/1996 – 05/2005 Multiple projects on human resources, training, and organization development practice specializing in leadership and team performance, merger integration, operational excellence, and strategy.
<i>Oracle UPK, PeopleSoft HR, Microsoft Office Suite</i>	<ul style="list-style-type: none"> ✦ Designed and implemented a corporate performance assessment system that integrated 360° feedback with work and development planning.
Publications	
<i>Capitalize on Merger Chaos (Simon & Schuster)</i>	
<i>Multiple Articles in publications such as: Across The Board, Atlanta Journal-Constitution, Houston Chronicle, Detroit Free Press, and Pharmaceutical Executive</i>	
Education	
<i>Master of Business Administration</i>	
<i>Bachelor of Science, Business Administration</i>	



- + Integrated executives from three separate companies into a cohesive senior management team. Based upon the team's criteria, team development time was reduced from six months to just one.
- + Designed integration frameworks: For merging two units of a Fortune 100 company, another for future acquisitions of a Fortune 200 company

Procter & Gamble, MD**11/1986 – 02/1996**

Training Systems, Manufacturing Department, and Packaging
Operations Manager



Dianne Nealon

Solution Consultant – Public Sector

Dianne Nealon has a strong background in project management (17+ years) leading application design, development, configuration, and implementation projects. Dianne has managed Workforce Central implementations, migrations, and system upgrades for the past five years. Further, Dianne has broad industry experience in federal government, manufacturing, retail, and healthcare. Since joining Kronos Professional Services in 2006, Dianne has managed complex, enterprise-wide Workforce Central, TeleTime, Attendance, Leave, and iSeries Timekeeper projects in nation-wide, multiple-entity organizations, government, and other industries. Dianne consults with clients in assessing their business needs, recommends “best practices”, and configures business rules into Kronos software. Dianne has also delivered Kronos Testing Services for client’s test and certify; creating the test plan, test cases, and managing testing resources.

Customers Served:

- State of West Virginia: Implementation of Workforce Central, Advanced Scheduler, Leave, and Activities state-wide for 39,000 employees.
- TSA: Implementation of Workforce Central, 4500 biometric terminals, and bi-directional interfaces to Kronos webTA for over 400 airports. 55,000 employees.
- Fermi lab: Implementation to Go Live in 16 weeks on Workforce Timekeeper. 2100 employees.
- University of New Mexico: Implementation of Workforce Central and Leave for 5,000 employees.
- Solid Waste – City of Albuquerque: Implementation of Workforce Central for 2500 employees.

Work Experience:

Kronos Inc (10+ years)

Principal Responsibilities:

The Solution Consultant (SC) is responsible for successful customer implementations of our Workforce Central software suite, utilizing Kronos’ proprietary Paragon methodology. The Solution Consultants will conduct Requirements and Design workshops, define and document Solution Designs, and support customer project teams as they test and deploy those solutions. Solutions Consultants work in complex technical environments requiring a multi-product solutions as well as integration and custom solutions. On a day to day basis the SC will:

- Preparation of detailed analysis of business processes, including client interviews, current flow validation, and development of automated flow charts detailing process steps, hand offs and decision points.
- Determine and document solution designs based on the Workforce Central suite of products
- Providing technical on-site applications support to customers, answering complex questions on function and usage of product.
- Serving as primary support liaison between company and customer, conveying customer feedback to application development staff.

- Providing consultative and technical support to Kronos Application Consultants through working on projects, mentorship and in-house education.
- Maintain a high level of enterprise competence, coordinate development and assignments as well as identify, capture and share expertise.
- Providing both pre-sales and service support where domain or product expertise does not exist within the organization.



Kenneth Stewart

Technology Consultant – Public Sector

Ken Stewart is a senior field based Technology Consultant specializing in supporting implementations of Kronos Workforce Central software/hardware, troubleshooting technology based performance and functionality issues, and providing technical consulting services to our Kronos customers. He has specialized in both the implementation and conversion of numerous Workforce customers. His skills include database tuning and administration skills, understanding of the web technologies employed in the Kronos Workforce Central Suite, and a strong working knowledge of the Kronos components internals. Ken has over eleven years with Kronos in implementing and supporting Kronos applications. He has worked with healthcare, education, government, and retail customers.

Customers Served:

- City of Atlanta
- Cobb County
- Transportation Security Administration
- City of Galveston
- Georgia State Financing and Investment Commission
- Massachusetts Commuter Rail

Principal Responsibilities:

The Technology Consultant (TC) provides support in the implementation of Kronos Workforce Central Suite solutions and other new Kronos products. The TC is required to keep abreast of all industry Technology changes and keep the system level and Kronos skills up to date.

Principal Responsibilities include:

- Review the customers' environment and provides guidance to ensure an appropriate environment exists for the Kronos application.
- Meet and work with our customers' MIS staff in support of the setting up of the database(s) for the Kronos products.
- Foster knowledge, skills and processes to implement and support the Kronos products.

Provide second level application and technical support to the regions with respect to complex customer issues around the Kronos Product. They consult on performance, security and fail soft issues.



Donna Bakker

Application Consultant – Public Sector

Donna's experience includes over 23 years in the Application Consulting field. In her career she has implemented Time and Attendance systems for such industries as Retail, Government, Manufacturing, and Management Services. In her experience as both a Kronos employee and former customer, she has developed an in-depth knowledge of Kronos legacy products which allow her to assist customers in migrating over to newer versions of Kronos.

Donna's commitment to providing the highest level of service and support to her customers has resulted in numerous successful implementations. As an Application Consultant, her principle responsibilities include:

- Team with customer to understand and meet goals and objectives
- Review and assess customer business needs
- Document and deliver best practice recommendations
- Maintain open communications with project team and stakeholders
- Ensure the successful completion of implementations with maximum customer satisfaction.

Customers Served:

- City of Tulsa
- City of Jackson
- Mississippi Department of Health
- City of Albuquerque
- Save-A-Lot
- Sara Lee,
- Jos. A Bank
- Nexteer

Principal Responsibilities:

The Application Consultant (AC) is the focal point for all communications with the assigned Kronos Project Manager, on their assigned accounts. The AC will utilize the defined implementation process and will efficiently manage the customer and internal Kronos resources to meet the established implementation milestones and targeted completion dates. Principal Responsibilities include:

- Work in a team environment at customer's sites to implement and support products that Kronos sells to its customers
- Works closely with the Kronos Project Managers to complete tasks delegated by the Project Managers toward completing system implementations
- Reports via Clarify the time spent performing implementation
- The AC will conduct the following customer/site related tasks:
 - Implementing data collection devices
 - Implementing software in many environments
 - Performing business rule analysis
 - Configuring software applications
 - Application Training for customers

- Analyzing enhanced requirements and creating process documentation, diagrams and feature specifications
- Understanding and configuring software interfacing products
- Consulting customers on system configuration, industry specific features and system processes and procedures
- ACs will learn and understand Kronos' product line by attending classes, participate in Web Virtual Training when available, test the products and network with other ACs on their experiences.
- ACs will spend time weekly reviewing the Kronos Web Site to use the tools available to enhance their understanding of the products and identify new things going on with the company.
- Signup for the Kronos Web Mailer to receive important information in the form of emails
- Use the Kronos On-line library as a source of technical information
- Use the Product Forums to log questions and receive responses from other ACs and Kronos Reps around the country
- Use the Kronos Par System in conjunction with the Project Managers to log and resolve product issues
- Read changes that occur in Kronos' day-to-day business
- Kronos will provide AC's with a notebook computer to perform their job.
- The AC will communicate with customers in a timely, professional manor and will escalate communications to the Project Management staff when they cannot respond to the customers accordingly
- The AC shall escalate issues to the management when necessary;
- Escalate Product Issues when all avenues of resolution are exhausted
- Escalate Personnel Issues when necessary since they are closely coordinating Kronos' personnel
- Escalate Customer Issues, when the customer's are unwilling to pay or when the customer is unhappy with the product, personnel or installation
- Escalate when resource issues arise
- The AC will have formal performance reviews in December to evaluate the work they are performing. Some important criteria for evaluation;
- Implementing systems to completion
- Completing tasks within the number of hours sold
- Customer Satisfaction
- Measurement of billable Utilization
- Transitioning accounts to Global support



Dan Clark

Practice Director – Public Sector

Senior Leader in the Government Sector: Over 20 years of Management experience specializing in Professional Services delivery to complex enterprise public sector organizations, including Enterprise Resource Programs, Customer Relationship Management and Workforce Management. Responsible for building and managing delivery teams dedicated to City and State Municipal government, Federal Government and K-12.

Customers Served:

- State of West Virginia - Workforce Management City of Mesa, Az. – Workforce Management
- City of Houston, Tx. – Workforce Management State of Michigan - HCM
- State of Arizona - HCM
- State of New Hampshire – HCM Atlanta Publics Schools - HCM
- Hillsborough County, FL Public Schools - HCM DOD – Task Management
- U.S. House of Representatives – HCM

Work Experience:

- Kronos Inc., Microsoft Software, Lawson Software (now Infor)

Principal Responsibilities:

- The Practice Director has responsibility for the entire implementation process from the sale through successfully meeting the agreed upon customer criteria for success. This involves working closely with the sales organization to ensure the proper expectation is set with the customer, along with an appropriate level of professional services sold. The Practice Director will ensure the proper skill sets, tools, and processes are utilized to ensure high quality implementations while optimizing Kronos resources. On a daily basis the Practice Director will:
 - Direct the delivery of implementation services with a high level of customer satisfaction.
 - Manage the revenue stream for all professional services generated within the region or area to ensure targets are met.
 - Analyze industry data and identify and secure business opportunities while looking for, proposing, and generating new implementation services.
 - Assist the Region or Area Service Manager in implementing corporate service programs.
 - Ensure a thorough understanding of customer expectations through meetings with sales and discussions of contractual details with the customer at the planning meetings.
 - Ensure the Project Managers and Implementation Application Consultants are properly trained and prepared to project manage and install and configure all Kronos products.

15 APPENDIX F: REQUIRED FORMS

Per the City's responses to vendor questions, the winning vendor will be required to submit the forms [only] after the contract has been awarded.

APPENDIX AA - INTOUCH DATASHEET



Appendix
AA_InTouch-9.pdf

APPENDIX BB - WORKFORCE INTEGRATION MANAGER DATASHEET



Appendix
BB-Workforce Integ

APPENDIX CC - DATA SIZING SHEET



Appendix
CC-DataSizing Shee

APPENDIX DD - KRONOS IN THE CLOUD WHITE PAPER



Appendix DD-WFC
in the Cloud.pdf

APPENDIX EE - TELESTAFF IN THE CLOUD WHITE PAPER



Appendix
EE-Workforce Telest

APPENDIX FF – WORKFORCE MOBILE BROCHURE



Appendix
FF-Workforce Mobil

APPENDIX GG - KRONOS CLOUD NETWORK ARCHITECTURE



Appendix GG-
Kronos Cloud Netw

APPENDIX II - KRONOS SERVICE LEVEL AGREEMENT



Appendix II-Kronos
Service Level Agreeem

APPENDIX JJ - WORKFORCE CENTRAL REPORTS REFERENCE GUIDE TOC



Appendix
JJ-Workforce Centra

Exhibit D Support Agreement



Kronos Support Services at a Glance

PLUS SERVICE FEATURES:

Technical Account Manager (TAM),

A seasoned service professional
who will draw upon a vast

and services to provide you with
proactive, consultative expertise.

For Platinum Plus customers, a
TAM is available 24 hours per
day,
7 days per week; for Gold Plus
customers, a TAM is available from
8,00 a.m. – 8,00 p.m. Monday

designate five named contacts,
Gold Plus customers designate
two named contacts. Platinum

ons to visit per year.

EQUIPMENT SERVICES

• On-site Exchange service. A
replacement unit will be
sent to you via next
business
day delivery. When you

receive service to your Kronos

Depot

• Depot Repair Service –
You send the
terminal needing service to
your Kronos Depot Repair
Center. Upon receipt,
Kronos will repair and return

business days. No replacement
unit is provided.

Support Service	E	E	E	E	E	E
Plus Service Features						
Technical Account Manager						
- 24 hours per day, 7 days per week						
8,00 a.m. – 8,00 p.m. local time (M-F)						
Proactive, Preventive Support						
Complete Issue Tracking/Management						
Site Visit						
Phone Support						
24 hours per day, 7 days per week						
Senior Specialists						
8,00 a.m. – 8,00 p.m. local time (M-F)						
Web-Based Expertise						
Technical Advisories						
Service Case Studies						
Learning Quick Tips						
Technical Insider						
Brown Bag Sessions						
HR and Payroll Answerforce™						
SHRM eLearning						
Interactive forms						
Software Assurance						
Patches						
Service Packs						
Upgrades						
Legislative Updates						
Web-Based Information						
Knowledge Base						
FAQs						
eCase Management						
Documentation						
Customer Forums						
Remote Support						

Depot Services

Exchange – Next Business Day
Return and Repair

Exhibit E

City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26 day of September, 2017

CONTRACTOR
Authorized
Signature

Neos Consulting Group, LLC

Karon Irby

Title

President

Exhibit F
Non Suspension or Debarment Certification

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Neos Consulting Group, LLC

Signature of Officer or
Authorized
Representative:

 Date:  9/26/2017

Printed Name:

 Karon Irby

Title

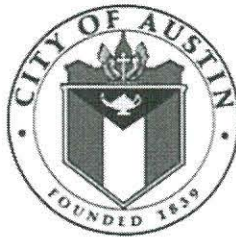
 President

Latest Version.
9/28/17
Jane Neal

STATEMENT OF WORK (SOW)
FOR
DELIVERABLES-BASED INFORMATION
TECHNOLOGY SERVICES

***Time & Attendance, Labor Scheduling, &
Leave Management Solution***

City of Austin, TX



File Name:	Statement of Work
Version:	1
Release Date:	8/23/2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-265461

Date Filed:
09/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Neos Consulting Group, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 5600 NC170000049
Time and Labor system

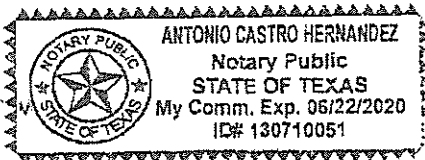
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said notary public, this the 27 day of September, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Antonio Castro Hernandez
Printed name of officer administering oath

Notary Public
Title of officer administering oath

- Coach and become directly involved in resolving prolonged or unusual installation system problems and coordinate the problem escalation necessary to resolve these issues at the area or corporate level.
- Review the effectiveness of present Application Consultant's skills and proficiency to deliver a total and quality installation project and establish and implement a written development plan for each implementation Application Consultant.
- Review the effectiveness of present Project Manager's skills and proficiency to deliver professional project management and establish and implement a written development plan for each Project Manager.
- Ensure the Project Manager's follow all corporate and local implementation processes to ensure a high quality efficient implementations.
- Contact customers to ensure the level of services provided are exceeding or meeting customer needs.
- Assist with recruitment, selection, training, development and evaluation of service personnel in the office.
- Ensure that all services performed beyond those agreed upon in the contract are billed to the customer.
- Work on addressing customer issues on a timely basis.
- Resolve any employee issue on a timely basis.

14 APPENDIX E: COST PROPOSAL

In an era filled with shrinking budgets, greater demands are placed on fewer employees. Enterprise applications projects require a solid return on how the resources are utilized. Delayed IT projects impose negative impacts that extend beyond cost and time overruns. An enterprise project is more than striking a balance between money and people, because after all, a project that affects your enterprise applications is not just an IT implementation but a transformation of your business that is enabled by IT.

AST specializes in Firm Fixed-Fee projects for the Public Sector. We are dedicated to helping our clients plan not only the appropriate budget and staff levels, but also know a project's inherent risks of delay up front, that may eventually cost time, money, and affect the project's intended scope and overall quality.

A completed copy of the Appendix E: Cost Proposal is embedded herein and also provided as a separate attachment with our response submission.



Neos_AST Appendix
D-Cost Workbook.x