

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

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

**Master Agreement
Contract Number: 18220**

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

and

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

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

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

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

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

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

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

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

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

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and

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

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

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

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and

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

Lead Agency Contact

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

Contractor's Contact

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

Participating Entity Contact

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

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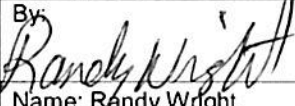
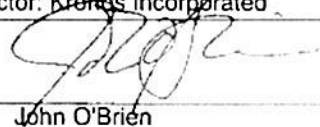
**Kronos Incorporated
(hereinafter "Contractor")**

and

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

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

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

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

PARTICIPATING ADDENDUM AMENDMENT
[hereinafter "Amendment"]
For
WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS
OMNIA PARTNERS/Contract #18220

Between
Kronos Incorporated
[hereinafter "Contractor"]
and
State of Arkansas
Contract No: SP-19-0108 / 4600044849
[hereinafter "Participating State"]

THIS AMENDMENT No. 1 (this "Amendment") is entered into with reference to the Contract of the above referenced number (the "Contract") by and between the State of Arkansas and Kronos Incorporated (both, together, collectively, being the "Parties" to the Contract).

WHEREAS, the terms of the Contract may be amended per written agreement signed by both of the Parties;

WHEREAS, the Parties wish to amend the Contract;

NOW, THEREFORE, the Parties do hereby amend the Contract, as follows:

Convenience Fee

Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this amendment or July 1, 2020, whichever is earlier. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

Quarterly Reporting and Fee Remittance:

Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

- Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
- Purchasing entity;
- Total of Convenience Fee amount due;
- Such other information as the State may reasonably request; and
- If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

Payment of Convenience Fee

The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

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[hereinafter "Amendment"]
For
WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS
OMNIA PARTNERS/Contract #18220
Between
Kronos Incorporated
[hereinafter "Contractor"]
and
State of Arkansas
Contract No: SP-19-0108 / 4600044849
[hereinafter "Participating State"]

Retention and Inspection of Records

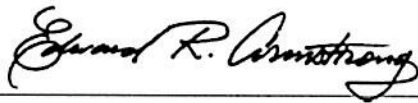
The contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

This Amendment, the State of Arkansas Participating Addendum, and Contract 18220 (administered by Cobb County, Georgia), together with its exhibits, set forth the entire agreement (the "Agreement") between the parties with respect to the subject matter thereof, and take the place of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Other than those provisions of the Agreement that are expressly amended herein, the terms and conditions (the "Terms and Conditions") of the Agreement continue in full force and effect. The Terms and Conditions may only be amended by a written agreement signed by both of the Parties.

The Parties agree that no course of dealing between the Parties or any delay or failure of either of the Parties to exercise any right or remedy granted under the express Terms and Conditions of the Agreement operate as a waiver of any such rights or remedies, and every such right and remedy shall be cumulative, concurrent, and in addition to any other further rights and remedies that may otherwise be available at law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of execution below.

Department of Transformation and Shared Services
Office of State Procurement



Name: Edward R. Armstrong

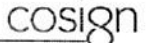
Title: State Procurement Director

Date: 06/18/2020

Vendor Name

Nicole Dandurant
Order Processing Analyst
Aug 26 2020 10:42 AM



Name: _____ 

Title: _____

Date: _____

PARTICIPATING ADDENDUM AMENDMENT
[hereinafter "Amendment"]
For
WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS
OMNIA PARTNERS/Contract #18220
Between
Kronos Incorporated
[hereinafter "Contractor"]
and
State of Arkansas
Contract No: SP-19-0108 / 4600044849
[hereinafter "Participating State"]

THIS AMENDMENT No. 2 (this "Amendment") is entered into with reference to the Contract of the above referenced number (the "Contract") by and between the State of Arkansas and Kronos Incorporated (both, together, collectively, being the "Parties" to the Contract).

WHEREAS, the terms of the Contract may be amended per written agreement signed by both of the Parties;

WHEREAS, the Parties wish to amend the Contract;

NOW, THEREFORE, the Parties do hereby amend the Contract, as follows:

Scope

The State of Arkansas is eligible to procure all products and services offered under the awarded contract for use by State agencies and other entities located in the State of Arkansas as authorized by Arkansas law to utilize cooperative contracts. Contractor may incorporate changes to their product and services offering, however; any changes **must** be within the scope of the products and services awarded.

Disclosure

The State agrees, as used in the Participating Addendum, that subcontractor refers to those subcontractors working directly on projects resulting from the Participating Addendum.

For Service Contracts Only

- A. **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this Addendum. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov or Contractor may submit a hard copy with this Amendment. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor **must** submit a written statement to that effect.
- B. **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.
- By signing this Amendment, the Contractor agrees and certifies that they do not employ or contract with illegal immigrants and that they will not employ or contract with illegal immigrants during the aggregate term of the contract.
- C. **Performance Standards.** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards **shall** be mutually agreed upon by the parties hereto for any services purchased.

This Amendment, the State of Arkansas Participating Addendum, and Contract 18220 (administered by Cobb County, Georgia), together with its exhibits, set forth the entire agreement (the "Agreement") between the parties with respect to the subject matter thereof, and take the place of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Other than those provisions of the Agreement that are expressly

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Between
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and
State of Arkansas
Contract No: SP-19-0108 / 4600044849
[hereinafter "Participating State"]

amended herein, the terms and conditions (the "Terms and Conditions") of the Agreement continue in full force and effect. The Terms and Conditions may only be amended by a written agreement signed by both of the Parties.

The Parties agree that no course of dealing between the Parties or any delay or failure of either of the Parties to exercise any right or remedy granted under the express Terms and Conditions of the Agreement operate as a waiver of any such rights or remedies, and every such right and remedy shall be cumulative, concurrent, and in addition to any other further rights and remedies that may otherwise be available at law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of execution below.

Department of Transformation and Shared Services
Office of State Procurement



Name: Edward R. Armstrong

Title: State Procurement Director

Date: 8/26/2020

Kronos, Incorporated

Nicole Dandurant
Order Processing Analyst
Aug 26 2020 3:38 PM



Name: _____ 

Title: _____

Date: _____

From: [Herndon, David](#)
To: [Brandi Schroeder](#)
Cc: [Jamie Stepich](#); [Tamara DeBord](#)
Subject: RE: Arkansas Contract 4600044849 | SP-19-0108
Date: Tuesday, March 31, 2020 2:29:11 PM
Attachments: [image001.jpg](#)
[State of Arkansas Contract and Grant Disclosure - Kronos Incorporated - 3-31-2020 \(002\).pdf](#)

This message originated **outside DFA**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi Brandi,

I hope you and everyone at DFA are doing well.

Attached is our signed Contract and Grant Disclosure form.

I am confirming that we agree to the current pricing.

I'll have the Illegal Immigrant Certification completed.

Let me know if this gives you what you need for now.

Thanks and stay safe!

David Herndon | Kronos for State and Local Government
mob: +1 901 484 0874

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

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From: Brandi Schroeder <Brandi.Schroeder@dfa.arkansas.gov>
Sent: Friday, March 06, 2020 10:11 AM
To: Herndon, David <David.Herndon@Kronos.com>
Cc: Jamie Stepich <Jamie.Stepich@omniapartners.com>; Tamara DeBord <Tamara.DeBord@dfa.arkansas.gov>
Subject: [External Origin] Arkansas Contract 4600044849 | SP-19-0108

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good morning,

The State contract SP-19-0108, Time Clocks and Related Services, expires on **6/20/2020** and has an available option to renew.

If Kronos Incorporated wishes to renew this contract, please submit the following documentation to me via email:

1. Completed Contract and Grant Disclosure Form (attached)
2. Illegal Immigrant Certification - <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
3. Confirmation agreeing to current pricing

OSP recommends that these items be submitted by 4/1/2020 to allow adequate time for document verification, but the items must be received prior to the expiration date to renew the contract. Please contact me if you have any questions.

Thank you,



Brandi Schroeder

Statewide Procurement Specialist

Transformation and Shared Services, Office of State Procurement

o. 501.682.4169 | f. 501.324.9311

brandi.schroeder@dfa.arkansas.gov

EPIC Service

The mission of the Office of State Procurement is to serve the citizens of Arkansas by ethically, efficiently and transparently procuring quality commodities and services for the State of Arkansas.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

TAXPAYER ID NAME: Kronos Incorporated IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: Herndon FIRST NAME: David M.I.: _____

ADDRESS: 900 Chelmsford Street

CITY: Lowell STATE: MA ZIP CODE: 01851 COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title Chief Revenue Officer Date 03/31/2020

Vendor Contact Person David Herndon Title Sr. Sales Executive Phone No. 978-955-4520

Agency use only

Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____

DFA Illegal Immigrant Contractor Disclosure Certification

DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

Disclosure forms are valid for one year.

Vendor: Kronos Incorporated

Tax ID: 0942

Disclosure Statement: I certify that I **DO NOT** employ or contract with an illegal immigrant.

Contact E-mail: jarett.carter@kronos.com

Submitted on: 03-31-20

Valid through: 03-30-21