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Quote#: Q-247228	**Order Type: Quote**
Expires: 28 Jun, 2024	**Date: 28 May, 2024**
Sales Executive: Nikki Kirkpatrick	
Effective Date: Effective as of the date of last signature of this Order	

Customer Legal Name:
MARION COUNTY BOARD OF COUNTY COMMISSIONERS

Customer Legal Address:
2511 SE 3RD STREET, OCALA, FL 34471-9101 USA

Bill To: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
2511 SE 3RD STREET
OCALA, FL 34471-9101 USA

Bill To Contact:

Ship To: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
2511 SE 3RD STREET
OCALA, FL 34471-9101 USA

Ship To Contact: Rita Wilemon

Ship to Phone: (352) 671-8828
Ship to Mobile:
Contact: Rita Wilemon
Email: rita.wilemon@marionfl.org

Currency: USD
Customer PO Number:
Solution ID: 6071601
Initial Term: 60 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 45 Days

Billing Start Date: 120 Days from the Effective Date
Data Center Location: USA

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO TIMEKEEPING HOURLY	1,900	USD 4.60	USD 8,740.00
UKG PRO WFM INTEGRATION TO UKG TELESTAFF	770	USD 0.00	USD 0.00
UKG PRO ACCRUALS	1,900	USD 0.60	USD 1,140.00

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Subscription Services	Quantity	PEPM	Monthly Price
Total Price			**USD 9,880.00**

Billing Frequency: Billed based on defined milestone

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 50,000.00	USD 50,000.00
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	User Adoption Consultant	1	USD 2,650.00	USD 2,650.00
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	User Adoption Consultant	1	USD 2,650.00	USD 2,650.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 10,500.00	USD 10,500.00
Total Price				**USD 65,800.00**

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	**USD 10,000.00**

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 9,880.00

Item	Total Price
Total Fixed Fees	USD 65,800.00

Item	Total Price
Total One Time Fees	USD 10,000.00

Order Notes:

Kronos Systems LLC (formerly known as Kronos Incorporated) is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220"), and as further amended by the Addendum Agreement ("Agreement") between the parties dated October 6, 2020.

For the purposes of this Order, the parties have agreed to amend the Agreement as follows:

1. References to "Kronos Incorporated" shall be replaced with "UKG Kronos Systems LLC".
2. The reference to "Quote# 665113-1" in Section 2.01 shall be replaced with "Q-247228".

The Statement of Work for Migration Launch Services for UKG Migration Launch Statement of Work for Marion County Board of County Commissioners to this order form is incorporated herein by reference.

Before including any health related questions in UKG Pro Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

The parties agree that Customer is migrating from their existing Workforce Central perpetual software licenses (the "Existing Applications") to the UKG Pro Workforce Management software as a service offering ("Pro WFM"). Customer's Software Support and Cloud Hosting services, for the Existing Applications shall continue, in accordance with UKG Support policies, for up to two payroll cycles within 60 days after migration to Pro WFM, but in no event beyond December 31, 2025, and shall terminate thereafter.

Pro WFM Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused fees for Software Support and Cloud Hosting services for the Existing Applications. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer shall continue to pay the Software Support and Cloud Hosting services fees on the Existing Applications until the Billing Start Date.

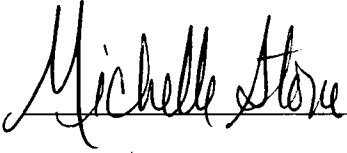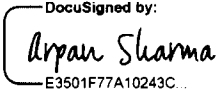The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

Milestone payment terms for the Fixed-Fee implementation services outlined below shall be as follows:

User Adoption, Train the Trainer [USD $5,300.00], Initial Onboarding [USD $50,000.00 and Final Onboarding [USD $10,500.00] shall be due 120 days after Order Execution

Customer acknowledges that should the project implementation be delayed by Customer, payment of any remaining milestone payments (or balance) outlined on this Order shall be due and payable net 30 days after notice by UKG of Customer's delays.

If Customer terminates the Professional Services for convenience as provided for in this Agreement, Customer will be responsible to pay for all milestones completed as well as a pro-rata portion of any milestones in progress calculated by multiplying UKG's then-current hourly rate by the number of actual service hours performed by UKG toward completion of the in-progress milestone, not to exceed the amount of the milestone.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS		UKG Kronos Systems LLC	
Signature:	_Michelle Stone_	Signature:	DocuSigned by: Arpan Sharma E3501F77A10243C
Name:	Michelle Stone	Name:	Arpan Sharma
Title:	Chair	Title:	Order Processing Analyst
Date:	June 18, 2024	Date:	5/30/2024 | 6:22 AM PDT

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

UKG Migration Launch Statement of Work for Marion County Board of County Commissioners

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The SOW shall apply to this Order and shall supersede any Statement of Work linked in the Order. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during Customer's deployment. The project team follows this framework to transition Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Service(s) in Scope

The following Subscription Services are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

Subscription Service	Project Launch Type	Go Live Phase
UKG Pro Workforce Management- Timekeeping	Migration	Phase 1
UKG Pro Telestaff (Rebuild)	Migration	Phase 1
UKG Pro Accruals	Net New	Phase 2

3. Launch Parameters

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Completion	• UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. • A "Migration" Launch assumes existing configuration will be moved "as-is" from the legacy system where possible and does not include additional services to introduce or retool workflows or policies during the migration • A "Net New" Launch assumes configuration for a previously unlicensed or unconfigured Subscription Service • The typical Phase 1 Launch duration is four to six (4-6) months from project kick-off. • Launch services for each phase end when the scope of services are completed or expire six (6) months after the project kick-off, whichever comes first.
Launch Pricing	• Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration identified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order.

Launch Item	Guidelines
	• Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.
Work Hours	• UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. • Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • Customer's project manager is the appointed point of contact for Customer on this project. Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
Travel and Access	• All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request order. • Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). • Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s) as contracted in the Order	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team • Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements	• Review legacy system setup and identify if configuration changes are needed in new system due to differences in functionality. • Review any necessary configuration changes with Customer and determine how to best configure the new system to meet their needs. • Guide Customer in gathering business requirements for Net New Subscription Services • Conduct workshops to define	• Review legacy system setup to identify outdated or unused items that should not be brought over to the new system. • Partner with UKG to review any configuration changes needed due to differences in functionality between the legacy system and the new system. • Gather policy/procedure documentation and business use cases to complete data collection process for Net New Subscription Services	• Updated project plan delivered detailing activities and primary milestones • Legacy system setup reviewed to determine how it will transfer to the new system. • Data collection process complete • Testing strategy workshop(s) delivered • Project scope document delivered

Launch Phase	UKG	Customer	Deliverables
	testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations • Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan	• Describe expected solution, business process(es), and business rules for all employee groups in scope • Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines • Participate in the documentation of project assumptions, risks, and configuration needs	
Build	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects	• User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.

UKG Resource	Key Responsibilities
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Workforce Management Consultant	• Primary point of contact for workforce management Subscription Services configuration life cycle per the Launch methodology

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
HR Subject Matter Expert	• Customer's primary HR representative and designated decision maker
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker

6. Professional Services and Subscription Service Assumptions

The following assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption Assessment Workshop	UKG will: • Conduct one (1) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each to evaluate and assess Customer's user adoption needs

Professional Training and User Adoption Services	Assumptions
	• Provide access to user adoption action plan, adaptable change management and user training templates
Train the Trainer Consulting Workshop	UKG will: • Conduct one (1) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each focused on user training delivery for manager and employee roles • Provide standard hands-on exercises with the most common tasks for managers • Provide access to editable PowerPoint and participant guide from the Manager Tasks and Outcomes course

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from Customer to validate system readiness prior to Go Live Note: • Customer has declined the option to purchase supplemental testing services offered by UKG and/or their certified partners and is fully prepared to support the UAT phase of the project with internal resources. Doing so may impact the timeline of this project. If any necessary Customer testing is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.

Professional Integration and Technical Services	Assumptions

Phase 1 Technical Services	UKG will provide the following as part of the Phase 1 migration Launch:
	• Strategic Technical Advisor to guide Customer in single sign-on (SSO) and migration of up to five (5) time collection devices with knowledge transfer enabling Customer to migrate the remaining
	• Workforce Central Customer Historical Access including:
	  o Historical access setup services with upgrade for read-only reporting to Customer's existing instance of Workforce Central
	  o Hardware recommendations and assistance with restoring the UKG database on-premise
	  o Installation/upgrade of base Workforce Central applications (if applicable)
	  o Moving reports (including custom if applicable) to the historical environment
	  o Excluded from scope: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On

UKG Pro Workforce Management	UKG will configure: • Up to 9 accrual policies. UKG Pro Workforce Management becomes the system of record for accruals • 2 WFM tenants included in this deployment • 2 Telestaff environments included in this deployment

Subscription Services	Assumptions

7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a Service Request ("Excluded Items"):
- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the Launch duration

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.