



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: IMMIX TECHNOLOGY		Proc Folder: 2184906	
Doc ID No: MA 758 1100001115 KRONOS TIMEKEEPING (GSA)		Record Date:	
Procurement Type: Standard Goods		Expiration Date: 03/02/2021	
Effective Date: 06/17/2011		Cited Authority: KRS45A.045(8)	
Issued By: Stephanie Williams		Telephone:	

Reason For Modification: September 5, 2017
 Extending the agreement through March 2, 2021 per the GSA Contract. See header for documentation. SNoland

V E N D O R	IMMIXTECHNOLOGY
	8444 WESTPARK DR
	STE 200
	MCLEAN VA 22102
	US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	KRONOS-GSA		0.00		0.00000	0.00	0.00

Extended Description

Total Order Amount:	0.00
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Modification 09/05/17

To extend expiration date per the GSA Contract to March 2, 2021

Modification 07/26/17

To extend expiration date per the GSA Contract to August 30, 2017

Modification 05/24/17

To extend expiration date per the GSA Contract to July 26, 2017

Modification 07/05/16

To extend expiration date per the GSA Contract to February 25, 2017.

Modification 01/07/16

To extend expiration date per the GSA Contract to August 29, 2016

COMMONWEALTH OF KENTUCKY
MASTER AGREEMENT
MA 758 1100001115

FOR

WORKFORCE TIMEKEEPER 4 MANAGING PAY RULES

GENERAL SERVICES ADMINISTRATION (GSA)
FEDERAL SUPPLY SERVICE
CONTRACT NUMBER: GS-35F-0265X Schedule 70 MAS (KRONOS)

**~~March 3, 2011 through March 2, 2016 August 29, 2016 February 25, 2017~~
~~July 26, 2017 August 30, 2017 March 2, 2021~~**

ISSUED TO:

Immix Technology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
703-752-0610

Email: iTechContracts@immixgroup.com

CONTACT INFORMATION:

Adam Hyman, Senior Program Manager, GSA Programs
ImmixGroup, Inc.
703-752-0656 direct | 703-752-0610 main
703-856-8937 cell | 703-752-0611 fax

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www.immixgroup.com
Adam_Hyman@immixgroup.com

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY
SCHEDULE
PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

FOR TIMEKEEPING PRODUCTS ONLY

GSA Participating Addendum

1. Scope: Commonwealth of Kentucky
2. Changes: The Commonwealth of Kentucky General Provisions are incorporated herein as Attachment 1. In the event of any conflict between the terms of the Commonwealth of Kentucky General Provisions and the GSA terms, the Commonwealth of Kentucky General Provisions shall take precedence.
3. Primary Contact: The primary government contact individual for the Commonwealth is:

Stephanie R. Williams, CPPO, CPPB, MPA
Assistant Director
Finance and Administration Cabinet
Office of Procurement Services (OPS)
Division of Technology Services Procurement
(502) 564-8621
(502) 564-6013 (fax)
Stephanier.williams@ky.gov

This Addendum and the Price Agreement 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 and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement 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 the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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ATTACHMENT 1

Section 1.010—Term of Contract

The initial term of the Contract shall be from June 17, 2011 through March 2, 2016 August 29, 2016 February 25, 2017 July 26, 2017 August 30, 2017 March 2, 2021.

Section 1.020—Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with terminations provisions under 200 KAR 5:312.

Section 1.030—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and approved by the Commonwealth prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth for consideration and decision.

Section 1.040—Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

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Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Commonwealth.

Section 1.050—Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 1.060—Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its

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option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.

The Contractor shall have no liability for any infringement based upon:

the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
the modification of such product or part unless such modification was made by the Contractor
the use of such product or part in a manner for which it was not designed

Section 1.070—Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 govern contract claims.

Section 1.080—EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at <https://eprocurement.ky.gov>. Select STANDARD ATTACHMENTS AND GENERAL TERMS and scroll down the page to Attachment #4. (See Section 50.140 of this RFP for the forms that must be completed and submitted with Technical Proposal). Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. The EEO office's telephone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the

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disqualification of the Vendor's response. In any event, a Vendor shall not be eligible for an award of contract without being in compliance with the EEO requirements.

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in its transmittal letter (Section 50.150 of this RFP). Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

Section 1.090—Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 1.100—Conformance with Commonwealth & Federal Laws/Regulations

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.