

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/09/2020

Contract/Lease Control #: C21-2996-HR

Procurement#: ITN HR 31-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: GOVERNMENTJOBS.COM/DBA NEOGOV

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/06/2020

Expiration Date: 10/05/2023 W/2 1 YR RENEWALS

Description of: HUMAN RESOURCES INFORMATION SYSTEM

Department: HR

Department Monitor: SISSON

Monitor's Telephone #: 850-689-5874

Monitor's FAX # or E-mail: ESISSONMYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABD Insurance & Financial Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404  www.theabdteam.com	CONTACT NAME: Cert Request	
	PHONE (A/C, No, Ext): 650-488-8565	FAX (A/C, No):
INSURED Governmentjobs.com, Inc. (NEOGOV) 300 Continental Blvd, Suite 565 El Segundo CA 90245	E-MAIL ADDRESS: TechCertRequest@theabdteam.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Berkley National Insurance Company		NAIC # 38911
INSURER B : Berkley Regional Insurance Company		29580
INSURER C : Steadfast Insurance Company		26387
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**                                  **CERTIFICATE NUMBER:** 63535822                                  **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TCP 7011473	8/25/2021	8/25/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TCA 7011474	8/25/2021	8/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TCP 7011473	8/25/2021	8/25/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC 7011475	8/25/2021	8/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>Technology- Errors &amp; Omissions, Incl. Cyber, Network Security, Data Breach</b>			EOC 6219893 - 01	8/25/2020	9/25/2021	Limit: \$1,000,000; Retention: \$25,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be att:

RE: All Operations of the Named Insured.  
Okaloosa County, the interest of all entities named, their respective Officials, Employees a be reasonably be included as additional insureds as respects General Liability, Automobile agreement extent required by written contract or written agreement. Primary Wording appli Liability. Waiver of subrogation applies to General Liability, Automobile Liability and Umbre

**CONTRACT#: C21-2996-HR**  
**GOVERNMENTJOBS.COM/DBA NEOGOV**  
**HUMAN RESOURCES INFORMATION SYSTEM**  
**EXPIRES: 10/05/2023 W/2 1 YR RENEWALS**

## CERTIFICATE HOLDER

Okaloosa County (FL)  
Newman C. Brackin Building,  
302 N. Wilson Street, Suite 203  
Crestview, FL 32536

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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AMENDMENT 01  
 BY AND BETWEEN  
 OKALOOSA COUNTY, FLORIDA  
 AND  
 GOVERNMENTJOBS.COM, INC.

THIS AMENDMENT 1 (the "Amendment") is entered into as of the date of mutual execution of this Amendment (the "Amendment Effective Date") by and between the Okaloosa County, Florida (the "Customer"), and Governmentjobs.com, Inc. (dba "NEOGOV") a corporation registered and in good standing in the State of California (hereinafter referred to as "NEOGOV"). The Customer and NEOGOV may each be referred to individually as a "Party," or collectively referred to as the "Parties," in this Amendment. This Amendment and the Online Services Agreement shall collectively referred to as the "Agreement".

RECITALS

WHEREAS, the Customer and NEOGOV entered into a Service Agreement - AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND GOVERNMENTJOBS.COM, INC., DBA NEOGOV (the "Agreement") on or around October 9, 2020 ; and

WHEREAS, the Parties now desire to amend the Effective Date and Expiration Date; and

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Agreement shall be modified as follows as between the Parties:
  - 1.1. The Software Compensation Table found in Section 4 (Software Compensation) shall be modified to the following:

Software Compensation			
Contract Year	County Fiscal Year	Projected Total Amount	Not to Exceed Amount
1	10/1/2020 – 9/30/2021	\$49,911.00	\$77,348.00
2	10/1/2021 – 9/30/2022	\$93,173.00	\$120,610
3	10/1/2022 – 9/30/2023	\$187,918.00	\$187,918.00
	<b>Total</b>	<b>\$331,002.00</b>	<b>\$385,876.00</b>

- 1.2. All references to the "Effective Date" shall be modified from 10/06/2020 to 10/1/2020.
  - 1.3. All references to the Expiration Date shall be modified from 10/05/2023 to 09/30/2023.
2. The Recitals are incorporated herein.
  3. All other terms and conditions of the Online Services Agreement shall remain in full force and effect.

CONTRACT#: C21-2996-HR  
 GOVERNMENT JOBS.COM/DBA NEOGOV  
 HUMAN RESOURCES INFORMATION SYSTEM  
 EXPIRES: 10/05/2023 W/2 1 YR RENEWALS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Governmentjobs.com, Inc.:

**John Closs**

Digitally signed by John Closs  
Date: 2020.12.22 14:09:42 -08'00'

By: \_\_\_\_\_  
John Closs - NEOGOV Controller

Date: 12/22/2020

OKALOOSA COUNTY, FLORIDA

*Carolyn N. Ketchel*

By: \_\_\_\_\_  
Carolyn N. Ketchel, Chairman

Date: 1/5/2021



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: CQI-2996-HR Tracking Number: 4190-21  
Procurement/Contractor/Lessee Name: Neo Gov Grant Funded: YES \_\_\_ NO X  
Purpose: amendment  
Date/Term: 9-30-2023  
Department #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Department: HR Dept. Monitor Name: Sisson

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 12-21-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no fedid fed Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Gillian Gordon

**Risk Management Review**

Approved as written: no risk denials Date: \_\_\_\_\_  
\_\_\_\_\_ Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 12-21-2020  
\_\_\_\_\_ County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Monday, December 21, 2020 10:41 AM  
**To:** Edward Sisson  
**Cc:** DeRita Mason; Shannon Clowes; Dan Sambenedetto  
**Subject:** Re: Checking In!

This amendment is approved as to legal sufficiency.

On Dec 21, 2020, at 11:12 AM, Edward Sisson <esisson@myokaloosa.com> wrote:

The attached is the addendum that NEOGOV has put together to align the contract with the fiscal year. Legal has not reviewed it yet, as I received it late Friday, and now forward to you for your considerations. Would this be presented as a consent item by OMB?

Let me know. Thanks.

<image003.png>

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**From:** Mitch Boland <mboland@neogov.net>  
**Sent:** Friday, December 18, 2020 4:34 PM  
**To:** Edward Sisson <esisson@myokaloosa.com>  
**Subject:** Re: Checking In!

Hey Edward,

Hope all is well! Please find the amendment attached that we need signed. This will line things up with 10/1 at the same prices.

Let me know if you have any questions. Have a great weekend.

Mitch

On Wed, Dec 9, 2020 at 10:29 AM Mitch Boland <mboland@neogov.net> wrote:

Hey Edward,

I hope you are well! I ran this by our teams and since we are changing the dates of the contract we will need an addendum signed. Our team is working on putting that together for you. I will send it over once I have it. Thank you sir.

Mitch

On Fri, Dec 4, 2020 at 11:45 AM Mitch Boland <mboland@neogov.net> wrote:

Hey Dan,



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TRSD Tracking Number: 4086-20  
Procurement/Contractor/Lessee Name: Neobor Grant Funded: YES \_\_\_ NO X  
Purpose: HRIS System  
Date/Term: 3 yrs w/ 2 yr renewals 1.  GREATER THAN \$100,000  
Department #: 0111 2.  GREATER THAN \$50,000  
Account #: 508 000 3.  \$50,000 OR LESS  
Amount: 435,747.00 plus 45,000.00 for time clocks  
Department: HR Dept. Monitor Name: Sissim

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 7-24-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached w/ cyber insurance Date: 8-3-2020  
\_\_\_\_\_ Edith Gibson or Karen Donaldson  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 7-26-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Department funding confirmed:  
\_\_\_\_\_  
Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2020

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PRODUCER ABD Insurance & Financial Services 450 Sansome Street, #300 San Francisco, CA 94111	CONTACT NAME:	Certificate Request	
	PHONE (A/C, No, Ext):	415-483-7770	FAX (A/C, No): 415-483-7769
www.theabdteam.com	E-MAIL ADDRESS:	TechCertRequest@theabdteam.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Governmentjobs.com, Inc. (NEGOV) 300 Continental Blvd. Suite 565 El Segundo CA 90245	INSURER A : Berkley National Insurance Company		38911
	INSURER B : Berkley Regional Insurance Company		29580
	INSURER C : Steadfast Insurance Company		26387
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER: 57483650

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TCP 7011473	8/25/2020	8/25/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TCA 7011474	8/25/2020	8/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TCP 7011473	8/25/2020	8/25/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC 7011475	8/25/2020	8/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Technology- Errors & Omissions, Incl. Cyber, Network Security, Data Breach			EOC 6219893 - 01	8/25/2020	8/25/2021	Limit: \$1,000,000; Retention: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations of the Named Insured.  
Okaloosa County, the interest of all entities named, their respective Officials, Employees and Volunteers of each and all other interests as may be reasonably be included as additional insureds as respects General Liability, Automobile Liability and Umbrella Liability policies, but only to the agreement extent required by written contract or written agreement. Primary Wording applies with respects to General Liability and Automobile Liability. Waiver of subrogation applies to General Liability, Automobile Liability and Umbrella Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County (FL) Newman C. Brackin Building, 302 N. Wilson Street, Suite 203 Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Rod Sockolov

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## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Monday, August 3, 2020 8:52 AM  
**To:** DeRita Mason  
**Subject:** RE: Draft Contract

This is approved for insurance purposes.

Thank you,

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, August 3, 2020 8:35 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** RE: Draft Contract

Lisa,

I will be adding the attached insurance.

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Tuesday, September 8, 2020 4:42 PM  
**To:** DeRita Mason  
**Cc:** 'Parsons, Kerry'  
**Subject:** Re: NeoGov Contract  
**Attachments:** ITN HR 31-20 8.12.20 FINAL.docx

Attached are a some minor changes. With these changes, this agreement is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** DeRita Mason  
**Sent:** Tuesday, September 8, 2020 5:13:33 PM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'  
**Subject:** NeoGov Contract

Lynn,

I made one small change, please use this one for your review.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

<b>Okaloosa County, FL - NEOGOV Platform Proposal</b>							
<b>Date sent: 6/19/20</b>							
<b>Year 1</b>	<b>\$49,911</b>						
<b>Year 2</b>	<b>\$93,173</b>						
<b>Year 3 (w/out payroll services)</b>	<b>\$160,481</b>						
<b>Year 3 (w/ payroll services)</b>	<b>\$187,918</b>						
<p><b>*If Payroll Services is implemented prior to Year 3, once the first payroll is ran an invoice for \$27,437 will be sent in that year, which will be additional to the Year 1 and/or Year 2 cost</b></p> <p><b>*The annual fee for Years 1 and 2 include Setup costs</b></p>							



# Board of County Commissioners Purchasing Department

State of Florida

Date: April 24, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
ITN HR 31-20

Human Resources Information System for Okaloosa County Board of County Commissioners

Okaloosa County would like to thank all businesses which submitted responses to Human Resources Information System for Okaloosa County Board of County Commissioners. (ITN HR 31-20)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**Governmentjobs.com, Inc. d/b/a NEOGOV**  
**300 Continental Blvd Ste. 565**  
**El Segundo, CA 90245**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

Jeffrey Hyde  
Purchasing Manager





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Foreign Profit Corporation  
GOVERNMENTJOBS.COM, INC.

### Filing Information

**Document Number** F12000005053  
**FEI/EIN Number** 33-0888748  
**Date Filed** 12/17/2012  
**State** CA  
**Status** ACTIVE

### Principal Address

300 Continental Blvd  
Suite 565  
El Segundo, CA 90245

Changed: 04/05/2018

### Mailing Address

222 N. Sepulveda Blvd.  
Suite 2000  
El Segundo, CA 90245

Changed: 03/18/2019

### Registered Agent Name & Address

NRAI SERVICES, INC  
1200 South Pine Island Road  
Plantation, FL 33324

### Officer/Director Detail

#### **Name & Address**

Title Director

Chang, Brian  
300 Continental Blvd  
Suite 565  
El Segundo, CA 90245

Title CEO

Evangelist, Shane  
222 N. Sepulveda Blvd.

Suite 2000  
El Segundo, CA 90245

Title CFO

Scharing, Bill  
300 Continental Blvd  
Suite 565  
El Segundo, CA 90245

Title Director

Wang, Nicholas Smith  
300 Continental Blvd  
Suite 565  
El Segundo, CA 90245

Title Secretary

Wang, Nicholas Smith  
300 Continental Blvd  
Suite 565  
El Segundo, CA 90245

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2017	05/01/2017
2018	04/05/2018
2019	03/18/2019

#### **Document Images**

<a href="#">03/18/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/17/2012 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA  
AND GOVERNMENTJOBS.COM, INC., DBA NEOGOV**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 6<sup>th</sup>, day of October, 2020 (the "Effective Date"), by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County" or "Customer"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Governmentjobs.com, Inc., dba NeoGov, with a mailing address of 300 Continental Blvd Ste., Suite 565, El Segundo, CA 90245, a Foreign Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor" or "NEOGOV") whose Federal I.D. # is 33-0888748.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Human Resources Information System (HRIS) for Okaloosa County Board of County Commissioners ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued ITN HR 31-20 to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County in a not to exceed amount of Four Hundred Thirty-One Thousand Four Hundred Seventeen Dollars (\$ 431,417.50) excluding any equipment, as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement ITN HR 31-20 and Contractor's Response  
Attachment "B" – Insurance Requirements  
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities  
Attachment "D" – NEOGOV Services Agreement  
Attachment "E" – Time Clock Terms of Service

CONTRACT#: C21-2996-HR  
GOVERNMENTJOBS.COM/DBA NEOGOV  
HUMAN RESOURCES INFORMATION SYSTEM  
EXPIRES: 10/05/2023 W/2 1 YR RENEWALS

**2. Services.** Contractor agrees to perform the following services, Human Resources Information System (HRIS) for Okaloosa County Board of County Commissioners. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin when all parties have signed and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County’s ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled “Indemnification and Waiver of Liability” shall survive four (4) years after termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2), one (1) year renewals.

**4. Software Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a Projected Total Amount of Three Hundred Thirty One Thousand and Two Dollars (\$ 331,002.00), not to exceed Three Hundred Eighty Five Thousand Eight Hundred Seventy Six Dollars (\$385,876.00) excluding Time Clocks and any other Hardware. The payments shall be made in accordance with the Table below.

Software Compensation			
Contract Year	County Fiscal Year	Projected Total Amount	Not to Exceed Amount
1	10/6/2020 - 10/5/2021	\$49,911.00	\$77,348.00
2	10/6/2021 - 10/5/2022	\$93,173.00	\$120,610
3	10/6/2022 - 10/5/2023	\$187,918.00	\$187,918.00
	Total	\$331,002.00	\$385,876.00

Software Compensation stated herein assumes Payroll Services will not be implemented prior to Contract Year Three (3). Should County implement and “Go-Live” (defined below) with Payroll Services prior to Contract Year Three (3), a Pro-Rated Amount of Payroll Service Fee (defined below) shall accrue in the Contract Year in which Payroll Services obtain such Go-Live. Payroll Services Go-Live shall mean one (1) payroll period is processed through NEOGOV Payroll Services. Pro-Rated Amount shall mean the fractional share of Payroll Service Fees due in proportion to the fractional number of calendar days between the Payroll Services Go-Live and the following Contract Year.

Full-price Payroll Service Fees shall commence in the Contract Year following Payroll Service Go-Live. Payroll Service Fee shall mean Twenty-Seven Thousand Four Hundred Thirty-Seven Dollars \$27,437.00.



**Hardware Compensation; Time Clocks.** The County plans to purchase fifteen (15) time clocks from Contractor via a third-party vendor in the anticipated not to exceed amount of Forty-Five, Five Hundred-Forty-one Thousand and Fifty Cents (\$45,541.50). All prices are considered a “not to exceed amount”. The price includes the following:

Fifteen (15) time clocks	\$37,059.00
Hardware Option	\$742.50
Shipping	\$175.00
Installation	\$5,090.00
Extended Warranty	\$2,475.00

The County will make all final decisions prior to the purchase of time clocks. County shall have the sole discretion whether to purchase the Time Clocks, and County’s use of the Time Clocks is governed solely by Attachment “F” – Time Clock Terms of Service.

Contractor shall submit an invoice to the County as stated above in Section #4. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

a. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

b. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

c. Availability of Funds. The County’s performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents, Data, and Equipment.** “Customer Data” shall mean all data that is owned or developed by County, whether provided to Contractor by County or provided by a third party to Contractor in connection with Contractor’s provision of Services to County, including Personnel or Job Seeker Profile Data collected, loaded into, or located in County data files maintained by Contractor. Contractor intellectual property, including but not limited to the Services and all derivative works thereof, Contractor Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. County exclusively own all right, title, and interest in and to all Customer Data. County grants Contractor a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.

“Platform Data” shall mean any data reflecting the access or use of the Services by or on behalf of County or any Authorized User, including any end user visit, session, impression, clickthrough or click stream data, non-personal Usage Data, Account, Log, Device, Publication, Tracking, and Transaction Data as defined in Contractor’s Privacy Policy, and any statistical or other analysis, information, or data based on or derived from any of the foregoing. Contractor shall exclusively own all right, title and interest in and to all Platform Data. Contractor grants to County a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which Contractor makes available through the SaaS Applications solely for County’s internal purposes.

All Customer Data prepared and information stored by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents and/or related data in a useable format to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment “B” attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all Customer Data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County upon request and the County shall compensate the Contractor for all Services

satisfactorily performed prior to the date of termination, as provided in Section 4 herein.

- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may terminate the Services for convenience by providing written notice to Contractor of its intent to terminate within ninety (90) days from the Effective Date ("Termination for Convenience"). Termination for Convenience shall be effective upon Contractor's receipt of County's written notice to Terminate for Convenience. In the event County elects to invoke its right to Terminate to Convenience, County shall receive a pro-rata refund of all Fees for the unutilized Subscription Service(s) and accompanying incomplete Professional Services under the applicable Order. After ninety (90) days have passed from the Effective Date, County's right to Terminate for Convenience shall expire, and the Parties may terminate the Service(s) in accordance with the Agreement.

This Agreement is for software subscription services and the Customer shall have an annual opportunity to cancel renewal subscriptions.

- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign

immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON St., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**10. Audit.** Pursuant to records subject to Florida Statute, Chapter 119, the County and/or its designee shall have the right at its sole expense to audit all records related to the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract (the "Audit") and such right shall extend for a period of three (3) years after



termination of this Contract. Such Audit will be held during normal business hours and shall not unreasonably interrupt Contractor's ordinary business.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the County:</b>	Edward Sisson, Director 302 N. Wilson St. Suite 203 Crestview, FL 32536 850-689-5874 esisson@myokaloosa.com	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Governmentjobs.com, Inc., dba NeoGov 300 Continental Blvd., Ste. 565 El Segundo, CA 90245 310-426-6304 mboland@neogove.net	

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Should the Contractor subcontract any services or work to be provided to Customer, Contractor will be responsible to ensure subcontractor is in compliance with the terms of this Agreement. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or

procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend and indemnify the County from and against claims, actual damages, losses and expenses (including but not limited to reasonable attorney's fees, court costs and costs of appellate proceedings; collectively referred to as the "Losses") relating to the Contractor's negligent work relating to Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of

tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

Payments by Contractor under this Section in respect of any Losses are limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution, or other similar payment actually received by the County in respect of any such indemnity claim. County shall use commercially reasonable efforts to seek to recover any insurance proceeds in connection with making a claim under this Section.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract.

The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.


**25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

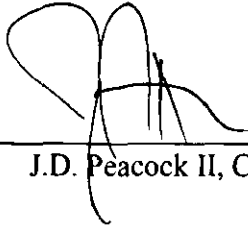
**GOVERNMENTJOBS.COM, INC.,  
DBA NEOGOV:**

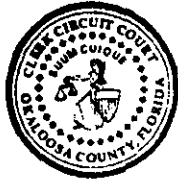
  
\_\_\_\_\_  
Signature

TITLE: Controller

John Closs  
Print Name

**ATTEST:**

  
\_\_\_\_\_  
J.D. Peacock II, Clerk of Courts



**OKALOOSA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

BY:   
\_\_\_\_\_  
Robert A. "Trey" Goodwin, III, Chairman





**Attachment "A"**



# NEOGOV



## PROPOSAL RESPONSE *for* County of Okaloosa

Due: April 2, 2020

**Respondent:**

John Closs, Controller  
300 Continental Blvd Suite 565  
El Segundo, CA 90245  
310-658-5734 (w) 310-426-6305 (f)

**Contact Person:**

Joseph Hiraldo, RFP Manager  
310-426-6304 ext. 420 (w)  
310-426-6305 (f)  
[bids@neogov.net](mailto:bids@neogov.net)

John Closs  
Controller, NEOGOV  
300 Continental Blvd. Suite 565  
El Segundo, CA 90245  
TIN: 330888748

April 2, 2020

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview FL 32536

Dear Board of County Commissioners,

GovernmentJobs.com, Inc. (d/b/a NEOGOV) is pleased to submit our response for Okaloosa County's request for a Human Resources Information System. This submission is in accordance with the requirements set forth in the original Request for Proposal (RFP) due on April 2, 2020. As requested, we have provided all proposal items including additional corporate and product information for your consideration. This document is all inclusive and contains all information relevant to the NEOGOV response and shall remain valid for at least 120 days from the date that proposals are due.

As you will see in the submitted documentation, NEOGOV offers the most comprehensive Workforce Management solutions tailored exclusively for Public Sector agencies. Established in 1998, NEOGOV currently works with more than 1800 agencies nationwide delivering the features and functionality sought in the original RFP. We are confident that our proposal will demonstrate our complete understanding of the current processes and objectives and can deliver a proven system and methodology that will exceed the expectations for this project.

On behalf of NEOGOV, I am pleased to serve as the main contact for this proposal, and I am fully authorized to submit this offer and negotiate for our organization on any resulting contract. If you have any questions or comments, please call me at (310) 426-6304 x 420 or e-mail me at [bids@neogov.net](mailto:bids@neogov.net).

Thank you for your consideration. We look forward to working with Okaloosa County.

Respectfully,



John Closs  
Controller, NEOGOV



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**INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT**

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**ITN TITLE:**  
Human Resources Information System for the Okaloosa County  
Board of County Commissioners

**ITN NUMBER:**  
ITN HR 31-20

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<b>ISSUE DATE:</b>	March 2, 2020
<b>NON MANDATORY PRE-PROPOSAL MEETING:</b>	March 13, 2020 at 9:00 A.M. CST
<b>LAST DAY FOR QUESTIONS:</b>	March 17, 2020 at 3:00 P.M. CST
<b>ITN OPENING DATE &amp; TIME:</b>	March 31, 2020 at 3:00 P.M. CST

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**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this ITN are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "ITN Title", "ITN Number" and the "ITN Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

---


**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

---

COMPANY NAME Governmentjobs.com, Inc. dba NEOGOV  
MAILING ADDRESS 300 Continental Blvd Ste 565  
CITY, STATE, ZIP El Segundo, CA 90245  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_  
TELEPHONE NUMBER: 310-426-6304 EXT: 420 FAX: 310-426-6305  
EMAIL: bids@neogov.net

---

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME John Closs

TITLE: Controller DATE 3/24/2020

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# ABOUT NEOGOV

NEOGOV is the leading public sector workforce platform provider, delivering an integrated HR, payroll, and talent management solution. Serving over 6,000 organizations, our intelligent HR software supports the entire employee lifecycle.

NEOGOV customers report increased employee productivity and engagement, time and cost savings, improved regulatory requirement compliance, and reduced paper processes, with a net result of better services for citizens.

## Why Trust NEOGOV?

**6,000+**  
Public Sector Agencies

**250,000+**  
People Use NEOGOV

**100M+**  
Citizens Served

**19+**  
Years of Experience

**1.5M+**  
Hires Made

**2M+**  
Courses Taken

## THE BENEFITS OF USING NEOGOV



### LOWER EMPLOYEE TURNOVER

Effective onboarding lowers the employee turnover rate by **29%**



### MOBILE FRIENDLY SOFTWARE

**86%** of job seekers would use their smartphone to apply for a job<sup>1</sup>



### CLOSE THE SKILLS GAP WITH TRAINING

**64%** of SCAs believe a growing skills gap is their greatest workforce challenge<sup>2</sup>

## Our Accolades





# OUR SUITE

*NEOGOV is the leader in human resources software for the public sector.*

Make HR, payroll, and talent management easier with our complete workforce platform that supports you through the entire employee lifecycle.



**INSIGHT** | Applicant tracking software helps you recruit and hire high quality candidates, complete with compliance reporting.



**GOVERNMENTJOBS.COM** | The largest public sector specific job board in the US designed to help you attract quality applicants, hire faster, and save on advertising.



**ONBOARD** | Onboarding software ensures day-one readiness for new employees, accelerates productivity, and helps you keep your hires longer.



**EFORMS** | Document & workflow management software that helps you easily create online forms, manage documents, and build seamless workflows in minutes.



**PERFORM** | Performance management software to nurture communication, identify and promote employee strengths, and establish a sense of purpose.



**LEARN** | Learning management software that increases the productivity, safety, and retention of your workforce with engaging training.



**HRIS** | Our Human Resources Information System makes it easy for you to automate your Core HR, Payroll, and Time & Attendance and track data.



# NEOGOV

---

## SUPPORT

Joining the NEOGOV Community gives you access to NEOGOV's expert support team and connects you to a network of thousands of government HR professionals.



# GREAT SUPPORT

– at your –

## FINGERTIPS

### CUSTOMER SUPPORT

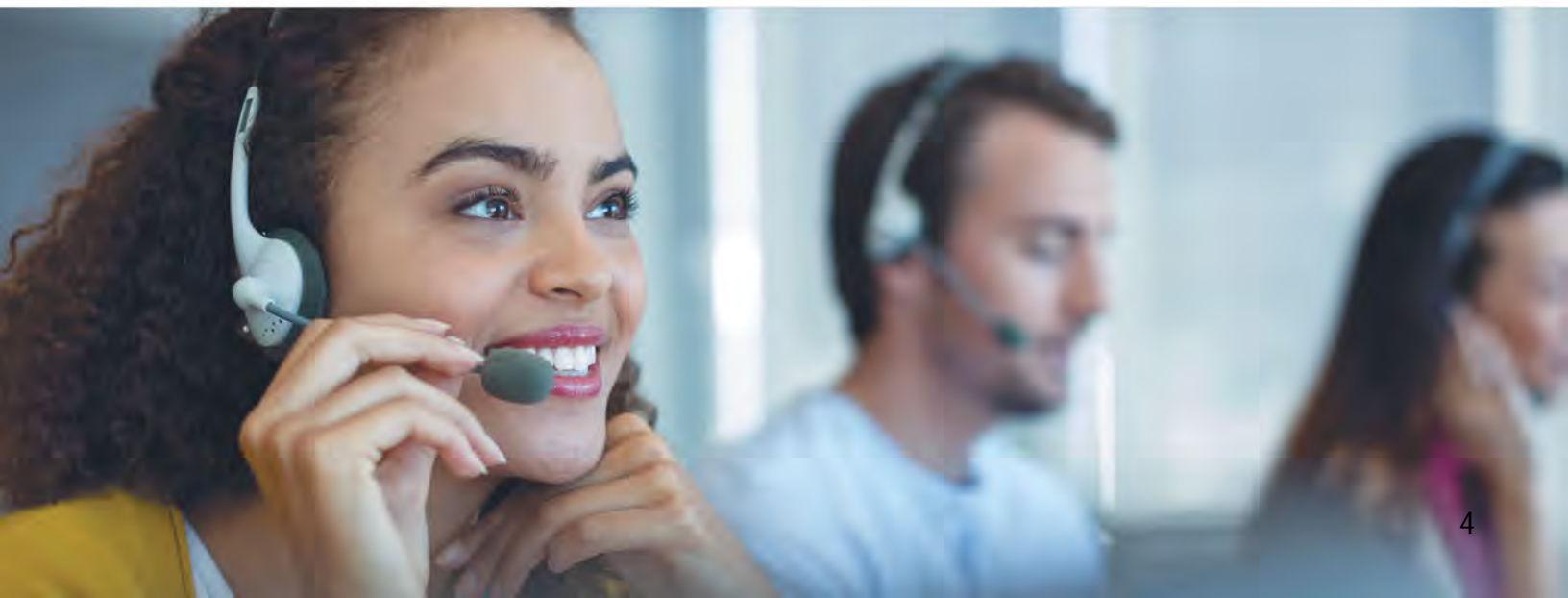
**NEOGOV has a team of experienced professionals ready to help you learn our products and answer your questions by phone, email, or logging a case.** Our live Customer Care Team is available from 6:00 AM to 6:00 PM (Pacific Time), Monday through Friday (excluding NEOGOV holidays). During these phone support hours, you have an unlimited number of calls available. If you call outside of these hours, or if all our representatives are busy, simply leave a message and your call will be returned once a team member is available.

### APPLICANT SUPPORT

**Our highly trained applicant support professionals are available for live consultation with applicants to resolve technical issues.** Our live Applicant Support Team is available from 6:00 AM to 5:00 PM (Pacific Time), Monday through Friday (excluding NEOGOV holidays). If a call is received outside of these hours, or if all our representatives are busy, the caller can press a button to request a callback.

### IMPLEMENTATION SUPPORT

**NEOGOV's team of skilled Product Implementation Consultants (many of whom are former HR professionals) are here to help you successfully deploy our products.** You'll be assigned an Implementation Consultant to guide you through learning and configuring our products. Rather than a one-time software trainer with limited interaction, your Consultant will serve as your Product Subject Matter Expert, providing you with best practice advice during the entire implementation project.





# CONNECT WITH US

## COMMUNITY CONFERENCE CALLS

NEOGOV provides Community Conference Calls. Once you sign into a product, you become subscribed to an email that announces the upcoming times and dates of our Community Conference Calls. The email subscription can be modified within your user settings. These calls focus on sharing new product features and functionality with our users.

## ONLINE SUPPORT

**When you join NEOGOV, you become part of our Online Community, a 24-hour resource where customers can connect and interact with each other.** Our team ensures up-to-date materials are available for you, from training guides and video tutorials to announcements, FAQs, and product enhancement release notes. Connect with other HR professionals through the Community Forum, where you can share knowledge, resources, ask and answer each other's questions. Collaboratively use the Idea Board to suggest improvements to our products and vote or comment on your peers' ideas. All of these features and more are available for your unlimited use.

## CONNECT USER CONFERENCE

**NEOGOV's CONNECT Conference and Pre-Conference Training are annual, live, in-person events focused on providing customers with training and information** to enhance their use of NEOGOV products and their professional knowledge. Pricing for tickets is published once available and varies from year to year.

The Pre-Conference Training is a day-long selection of classes about NEOGOV products. The Conference is a two-day series of sessions providing additional product and best practices information to grow customers' knowledge base — some of which qualify for SHRM and/or HRCI credits. We also host a social event at the Conference to foster relationships between members of the NEOGOV Community.





# LET'S GET TECHNICAL

## SUPPORT SERVICE LEVELS

**We take all of your support requests very seriously.** In order to ensure all your phone and online bug reports are appropriately addressed, we confirm all requests through case receipts. These case receipts are promptly shared with you. A NEOGOV employee will discuss and review the ticket with you to assess priority. After internal investigation, we'll update you with a resolution timeline.

## HOSTING & SECURITY

NEOGOV places a priority on data security and implements industry-leading protection and resilience measures including, but not limited to:

INFRASTRUCTURE	SECURITY
Tier 3 fully redundant Data Centers located in different geographic zones	Best in class Endpoint Protection Platform (EPP)
No single point of failure	IDS/IPS
Multiple biometrics required for physical access	Automated and manual penetration testing
SOC1 type 2 certified Data Centers	Bug bounty program
Portable IP block accessible across multiple locations	Automatic DoS and DDoS preventative measures
Resilient routing using BGP across multiple ISPs	Application aware firewall filtering and AV scans
Latest Cisco UCS and EMC hardware	Only TLS1.2 ciphers allowed
COMPLIANCE	Inbound packet inspection
SOC2 type 2 certified	Multi-vendor firewalls
NIST 800.53 aligned	Data encryption in transit
PCI-DSS self-certified	Data encryption at rest using AES256

# Section 1: Executive Summary

NEOGOV is a SaaS HR Software and Talent Solutions Company based out of El Segundo, California. Since 1999, we have successfully provided 6000+ customers with the HR Solutions they need. We take pride in tailoring our software to the needs of Government and Public Sector agencies. We focus on results, user adoption, best practices, and ultimately helping HR Departments become more responsive, strategic, and customer centric. Our large customer network is instrumental in translating and shaping ideas into flexible, simple-to-use, most powerful product on the market. As a result of our rapid growth, we can afford to continually keep raising the bar in product innovation, customer service, and value we deliver to our clients.

NEOGOV's Human Resource Information System (HRIS), Core HR, is a central hub for employee records, salary and benefit administration, and workforce data. As specified in this RFP, the Human Resource Information System is highly configurable to meet the needs of each company. Core HR offers easy-to-use solutions to help tracking and managing the workforce simple. With this system the County can:

- Centralize personnel data in one place
- Maintain compliance across your organization
- Increase your HR department's efficiency
- Decrease tedious manual processes
- Make strategic decisions

Core HR can be layered with a Payroll System as well as a Time and Attendance System. Complex payroll requirements will be simplified with Core HR's Payroll and expert support is offered along the way. With Time and Attendance an HR department can easily manage time and leaves, reduce costly errors, and eliminate spreadsheets and paper. Employees will also be able to save time utilizing the intuitive employee self-service function. Admins and employees will be trained on all parts of this human resource information system during implementation and through our NEOGOV community after implementation.

With Insight, HR departments will be able to customize career pages to attract high quality candidates. Using NEOGOV's job board, Governmentjobs.com, your search will be broadened to include nationwide job seekers. You will be able to ensure compliance with the built-in, auditable, and legally defensible hiring process, complete with reporting on EEO, veterans, and applications. Some beneficial features to Insight include, but are not limited to:

- Easy recruiting and hiring with automated screening, applicant tracker, and scheduling
- Lower cost and turnover by optimizing the hiring process
- Utilize the talent pool to search past applicants for new openings

Using Onboarding, your public sector will be able to streamline paperwork, including I9 and W4 forms, using built-in checklists, ensuring no forms are missed. Engaging new hires has been made easy with Onboard and your agency will be able to welcome new hires with a customized portal that includes videos, content, and checklist specifically for them. Other Onboarding features include:

- Manage, track, and assign tasks across departments using checklists

- Data storage allows unlimited forms in one place
- Access forms shared by other NEOGOV customers for your free use and modification

NEOGOV's Performance Management Software allows users to nurture communication, identify and promote employee strengths, and establish a sense of purpose. Through the use of NEOGOV's Perform, the organization's management will empower teams through streamlining performance evaluations, engaging employees and digitizing processes. The PE solution enables government agencies to achieve the following objectives:

- Align individual performance with strategic organization objectives
- Define performance standards and provide measurable KPIs/Goals
- Identify and communicate organizational expectations

Our next generation Learning Management System is a state of the art SaaS solution that not only delivers online courses but, if desired, includes value-add-on management modules to create a true blended learning solution-- including modules to manage instructor-led classroom training, workshops, events and conferences, webinars, messaging, certification tracks, resources, surveys, and policies and procedures. Our system also integrates with numerous HCM suites and HRIS Governmentjobs.com Inc., dba NEOGOV 3 infrastructures. Training is available from any internet-connected device 24 hours a day, 7 days a week.

NEOGOV's online courses help you accelerate the effectiveness, productivity, compliance, and safety of your workforce with essential training. NEOGOV's Curriculum and Course Development team of experts' works with Subject Matter Experts from numerous industries to present an online training catalog with the depth and breadth needed to maintain a top training program for regular full-time and part-time employees, and temporary/seasonal employees. New courses are constantly being added, and there are always a number of courses in development. NEOGOV's online training course catalog includes almost 400 comprehensive and engaging courses in:

- Health & Safety, Employment Practices and Liability, Safe Driving,
- Human Capital, Law Enforcement, Cyber Security and Privacy Awareness,
- Parks and Recreation (Including Keeping Children Safe courses),
- Computer/IT Skills, and Campus Safety and Compliance.

All courses are designed to help learners increase knowledge, reinforce skills, reduce risk, and meet compliance. Courses are interactive, engaging, and gated and include quizzes within the content and post-tests upon completion. Learners may print customized Certificates of Completion that includes your branding and signature.

All information found in the following RFP is true, accurate, and complete. NEOGOV has thoroughly read and understands the current configuration and objectives for this project and we are confident that our experience working with over 6,000 public section agencies nationwide will lead to project success.

## Section 2: Corporate Overview

### *Company History*

NEOGOV will act as the primary contractor for this bid. NEOGOV is a privately held C-Corporation dedicated to the development and delivery of hiring solutions for public sector and higher education institutions. We began developing out solutions in 1998 and incorporated in early 2000. We introduced our first hosted solution, Insight Enterprises, into production in 1998 and we have continued to develop and deliver our fully integrated solution ever since. NEOGOV has worked hard to set our company apart from other companies on the market by developing of platform specifically with the public sector in mind. Today, we have over 160 dedicated employees that take pride in tailoring our software to the needs of government and public sector agencies.

Over the past 20+ years NEOGOV has developed or acquired software to help us create a platform that supports an employee throughout their entire employment lifecycle. From recruitment to offboarding, the NEOGOV suite has it covered. Our mission is to improve the services the public sector and education agencies deliver to society.

Today, NEOGOV works with public sector agencies and higher education organizations in all 50 states. Between our 250,000+ users, over 2 million courses have been taken in our Learning Management System. Our customer-driven success is based on delivering more than a list of comprehensive product features. We focus on results, user adoption, best practices, and ultimately helping HR Departments become more responsive, strategic, and customer centric. Our large customer network is instrumental in translating and shaping ideas into flexible, simple-to-use, most powerful platform on the market. As a result of our rapid growth, we can afford to continually keep raising the bar in product innovation, customer service, and value we deliver our clients.

### *Experience and Training*

NEOGOV has experience working with every state! We've worked with public sectors agencies and/or higher education organizations to understand the requirements and regulations for the specific state they are located in. NEOGOV continues to grow and design our systems based around the feedback we receive from our users.

The Implementation Consultants that work with our products are experts in their field! They are continuously broadening their skills for the product the work on so that they can assist customers on best practices. NEOGOV's current staff of dedicated employees includes development, support, quality assurance, training, sales, marketing, and administration. Our staff is able to successfully meet and exceed our customer demand with respect to development, quality assurance, implementation, support, training, and ongoing training and learning development by leveraging the power of the Internet and other valuable resources. This dedication allows NEOGOV to provide extremely high levels of service to all of our customers and continuously improve on and deliver additional products and services to our entire customer base at a low cost of operation, leading to a lower license and maintenance price, while a high level of services. It is with this philosophy that our customers are able to see very high rates of return on their investments.



# Company Summary

## Governmentjobs.com, Inc.

300 Continental Blvd Ste 565

El Segundo, California, 90245-5030

United States

Tel: +1-310-426-6304

Marketability: Has Not Opted Out of Direct Marketing

<http://www.neogov.com>

---

**Employees:** 130 (This Site) 130 (All Sites)

**Company Type:** Private Independent

**D-U-N-S® Number:** 12-619-3924

**Reporting Currency:** USD

**Financials In:** USD

**Annual Sales:** 20M

**Total Assets:** 3.3M

## Business Description

Governmentjobs.com, Inc. is primarily engaged in the design, development, and production of prepackaged computer software. Important products of this industry include operating, utility, and applications programs. Establishments of this industry may also provide services such as preparation of software documentation for the user-installation of software for the user; and training the user in the use of the software.

*Source: D&B*

## Industry

**D&B Hoovers:** [Software](#)

**US 8-Digit SIC:** [73720000 - Prepackaged software](#)

## Corporate Highlights

---

**Prescreen Score:** **LOW RISK**  
**Tradestyle:** Neogov  
**D-U-N-S® Number:** 126193924  
**State Of Incorporation:** California  
**Year Founded:** 2000

**Owns/Rents:** Rents  
**Plant/Facility Size (sq. ft.):** 5,000  
**Latitude:** 33.92011  
**Longitude:** -118.39072

# Corporate Overview

## Location

300 Continental Blvd Ste 565  
El Segundo, CA, 90245-5030  
Los Angeles County  
United States

**Tel:** 310-426-6304

**Marketability:** Has Not Opted Out  
of Direct Marketing

[www.neogov.com](http://www.neogov.com)

**Sales USD(mil):**

20.9

**Assets USD(mil):**

3.4

**Employees:**

130

**KeyID<sup>SM</sup>:**

134110426

**Industry:**

Software and  
Programming

**Incorporation Date:**

2000

**Company Type:**

Private Independent

**Quoted Status:**

Not Quoted

**Chief Executive**

**Officer:**

Shane Evangelist

## Key Corporate Relationships

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**Bank:** Antares Capital Lp, Dell Financial Services L.L.C.

## Industry Codes

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**NAICS 2017:**

**511210 - Software Publishers (Primary)**

**ANZSIC 2006:**

**5420 - Software Publishing (Primary)**

**ISIC Rev 4:**

**5820 - Software publishing (Primary)**

**NACE 2002:**

**5829 - Other software publishing (Primary)**

**UK SIC 2007:**

**5829 - Other software publishing (Primary)**

**UK SIC 2003:**

**7221 - Publishing of software (Primary)**

**US SIC 1987:**

**7372 - Prepackaged Software (Primary)**

**US 8-Digit SIC:**

**73720000 - Prepackaged software (Primary)**

## Business Description

---

Governmentjobs.com, Inc. is primarily engaged in the design, development, and production of prepackaged computer software. Important products of this industry include operating, utility, and applications programs. Establishments of this industry may also provide services such as preparation of software documentation for the user-installation of software for the user; and training the user in the use of the software.

*Source: D&B*

## Section 3: Solution Overview

### *HRIS*

NEOGOV's Human Resource Information System (HRIS) is your central hub for employee records, salary, benefit administration, and workforce data. With one integrated system for Core HR, payroll and time and attendance, NEOGOV's HRIS makes it easy to manage and track human resource data while achieving compliance.

Designed with the public sector in mind, NEOGOV's HRIS automates approval workflows, streamlines HR processes, and minimizes repetitive administration tasks. Highly configurable and intuitive, HRIS lets HR shift their focus to higher value projects. The platform provides visibility across the agency and self-service access to employees can view pay stubs, update contact information, request time-off, change tax elections, and more, while automatically triggering any necessary approvals. Centralize all personnel data in one place with NEOGOV's Core HR solution. Core HR's employee self-service feature allows employees to view and update their personal information such as benefits, pay stubs, and W2s, and trigger automatic approval notifications. HR can define routing and approval workflows for any form of process created in the system.

NEOGOV's Payroll lets public sector HR teams process accurate payroll on time while ensuring compliance with changing payroll laws. Supporting complex payroll requirements from simple overtime calculations to complex 9/80 time rules, meal penalty and premiums, shift differential paid over midnight and multiple premiums layered onto the same hours, retro-pays, and future dating, our solution integrates easily with any general ledger and accounting suite to accurately track payroll.

With NEOGOV's highly configurable and automated processes. HR can set up unlimited schedule and shift patterns and provide online timesheets that integrate with time clocks and mobile time entry. By eliminating spreadsheets and tedious manual routines, HR teams are able to automate processes and reduce costly errors that cause incorrect payroll ledgers.

### *INSIGHT*

Built to serve the public sector, NEOGOV's applicant tracking system automates the hiring process and meets compliance requirements, reducing time to hire. With easy-to-use job application templates and an applicant self-service portal, Insight makes it easier to find and hire more qualified candidates.

With Insight, HR teams can quickly and easily manage all applicants and access recruitment data throughout the application process. List open positions on the organization's website and accept online applications, while ensuring ADA/Section 508 Compliance. Ensure compliance with the built-in auditable, and legally defensible hiring process, complete with reporting on applicants, applicant flow, EEO, adverse impact, and passpoint analysis.

Integrated with NEOGOV's online job board Governmentjobs.com, Insight allows you to broaden your reach by advertising to job seekers nationwide. Show your agency in the best light with a customized

Career Page that lets candidate find County job openings and submit online applications. Insight has been created for you and your candidates.

As candidates apply, Insight pre-screens them using autoscoreing to highlight the best candidates. By showing weighted scores and rankings based on screening protocols, tests, and interviews, Insight helps you narrow candidates down and find the best fit. With this feature the County will be able to configure screening hurdles and weights, customize scoring rules to rank candidates, and generate and manage ranked eligible lists.

Insight's easy-to-navigate reports and dashboards help optimize the hiring process by offering data visualization and analysis. With Insight you get more than 90 standard reports, advanced ad-hoc reporting, adverse impact statistics, and dashboards that help you make more informed hiring decisions. Monitor job health and boost job posting to increase your exposure and reach more candidates. With the comprehensive reporting feature, the County can: see real-time applicant flow and job posting health and boost jobs that are not attracting enough candidates, perform passpoint analysis to ensure hiring does not result in adverse impact, and analyze recruitment timelines to identify opportunities to reduce the time to hire.

Maintain transparency and streamline communication for both the applicant and HR with an online self-service portal. Save time by giving applicants the ability to check the status of their application and self-schedule written exams, oral panel interviews, and performance tests. This feature allows candidates to monitor where they are in the application process, view all email notifications sent by the County in their job seeker inbox, and access complete application history for all jobs that candidate has applied for.

The County can accelerate the hiring process by integrating Insight with one of NEOGOV's recommended background check partners. Insight's background check integration shortens time to hire, provides accurate information about candidates, and ensures compliance with public sector hiring laws. Set up processes online to decrease the amount of time spent routing paperwork manually. Shorten the time required to complete background checks by up to 35% and see a cost savings of up to 15% per candidate.

## *ONBOARD*

NEOGOV's onboarding software, Onboard, enables new hires to become more productive before their first day on the job by streamlining new hire paperwork, processes, and training on an easy-to-use platform. Assign checklists to your new hires prior to their start date and create forms specific to employees, groups, or departments. Set up required fields to ensure forms are properly completed by new hires.

Assign employees their own accounts with unique credentials with built-in authentication and security. New hires can complete I9 and W4 forms online in minutes, and HR can easily initiate and complete E-Verify checks. Employees can even electronically sign forms.

Attracting a great candidate is only the first step. Engaging them after they've been hired is key to making them successful. Effectively onboarding new hires helps them be productive and engage immediately. NEOGOV's Onboard was created for you and your employees. With Onboard, the

County can create a transparent process for both the agency and the applicant. You can automate onboarding tasks and eliminate paper. Most importantly, the County can increase productivity and engagement with Onboard.

Make a great first impression, convey your organization's culture, and get your new hires fired up! The public sector has unique hiring needs and Onboard was specifically created to fill those requirements. Onboard's robust form builder, templates and global form bank, and employee portal are just a few of the ways Onboard supports HR and new hires.

Onboard's form builder allows you to drastically reduce paper forms for new hires. HR can create forms from scratch, use existing form templates, or select from a library of forms being utilized by other public sector agencies. HR can customize any template to make it fit their specific process. With Onboard's employee portal, the County can communicate organizational culture, provide job clarity, and stay compliant. Clearly spell out onboarding deadlines while giving new hires the freedom to complete required forms at their convenience, leaving more time for HR to engage with their new hires. Configure your new hire portal with checklists and interactive widgets to facilitate structure and collaboration while providing new hires with vital documents, trainings, and videos.

## *eFORMS*

NEOGOV's employee document management solution, eForms, helps to never lose a form or manage deadlines with spreadsheets again. Easily build seamless routing workflows in minutes and create online forms to handle everything from complex life events to simple parking forms. Making organization easy by managing all employee documents electronically and storing all completed forms in an employee personnel file.

Manage employee documents with ease through automated distribution, submission, tracking, and approval of HR forms. Protect sensitive HR data by setting different use roles and controlling permissions. Modernize your processes with customized digital workflows, routing, and eSignatures to eliminate paper and messy spreadsheets. Do away with manual process and get more time to focus on strategic initiatives with eForms.

eForms allows you to easily create forms and processes in order to accommodate simple or complex requirements. Processes can be self-initiated or automatically initiated on certain dates specified by HR. Automated email reminders help employees, managers, and HR stay on top of deadlines to ensure tasks are completed on time.

Employees can also self-initiate processes and track statuses to completion. This feature will save time by eliminating employee questions about the status of approval. eForms helps drive accountability through notifications and reporting, ensuring employees take actions.

eForms stores all documents the employee has completed throughout their employee lifecycle. Working cohesively with NEOGOV's other products, eForms acts as a central repository for any employee documents used within the product suite. For example, new hire forms from Onboard can be accessed in eForms.

## PERFORM

NEOGOV's employee evaluation software, Perform, is the only full-featured performance management software in the marketplace with specific public sector functionality and a mobile-friendly interface. Perform automates annual and probationary employee evaluations, allowing your HR team to automate the process of identifying skill gaps and areas of improvement in their employees.

Perform is an integrated performance tracking solution that works seamlessly with NEOGOV's Onboard, Insight, and Learn. Use Perform to provide continuous feedback to your employees based on desired competencies established by your organization. Create employee or role-specific criteria for measuring performance, identify areas for growth, and schedule regular check-ins to see how employees are progressing. Avoid recency bias by regularly adding confidential journal entries to help you compose annual performance reviews.

Discover the best performers within departments and those that need more support using one-on-one performance reviews and employee self-rating. Generate individual development plans and recommend trainings based on an employee's competency scores.

Much like our other products, Perform is public sector focused. Perform includes multiple features to ensure compliance and accommodate different processes based on each department's requirements. The system allows for shift managers to be automatically added to public safety evaluations, allows for multiple managers to collaborate on a single evaluation and generates automatic employee acknowledgement tasks.

With Perform's reports and dashboards, the County can analyze individual employee, team, or departmental data to identify skill gaps across the agency and optimize employee development based on common themes. You can easily analyze data and identify bottlenecks in the evaluation process, track status of performance review completion across managers and departments, and quickly identify employees eligible for a merit increase.

Perform allows for continuous communication with employees regarding manager feedback and goal tracking through email notifications, mobile or desktop journals, and schedule and recurring check-ins. Managers can complete journal entries throughout the year to document performance and refer back during performance reviews.

## LEARN

NEOGOV's learning management system eliminates the administrative burden of managing multiple employee training programs by providing a centralized online platform designed for the specific needs of the public sector.

Simplify the training process and reduce barriers to learning, in a system that's easy to use for both employees and managers. Learn's 3-in-1 solution comes with over 1,000 courses, a course-builder with an easy-to-use intuitive interface, and the ability to add classroom trainings and track employee license and certification renewals specific to the public sector. Learn increases productivity, ensures compliance, and mitigates risks. With Learn, automatically assign new hire training for streamlined



onboarding. Maximize the benefits of Learn by also using Perform to identify skills gaps and build curricula to address areas of improvement.

Build customized courses, upload SCORM, or use any of the 1,000+ courses in NEOGOV's course library. With a robust and growing catalog, Learn offers pre-built courses in Employment Liability, Human Capital, Health and Safety, Law Enforcement, Public Works, and many more public sector-focused courses. Create your own course and add quizzes to Word, PowerPoint, Adobe Acrobat, online videos, and more.

Using Learn, reduce risk and liability claims with consistent trackable courses, and license/certification renewal reminders. Easily store results, completions, and generate the reports you need to show compliance. Use Learn's quick visual indicators of progress across or within departments. View the status of course enrollment, completion, and overdue courses, and more!

Learn's mobile experience and integration with Google and Outlook calendars make it easy for employees to stay informed of course requirements and complete them on the go. Use automated notifications and reminders to increase engagement and improve class attendance rates. Learn can help increase accountability for your employees!

# Section 4: Functional Requirements

Basic Employee Functionality	Y	N	C	TP	Comments
	X				
levels visible to employee for current and	X				
		X			
be handled at any time in an active pay	X				
		X			
	X				
	X				
		X			
Ability to copy rows on timesheet		X			New rows can be added
	X				
	X				
	X				
	X				
Leave Usage Summary Screen with ability					
	X				
	X				
	X				
* History of all Leave by Type Code	X				
	X				
Electronic Hours Request for non-leave		X			



					comments regarding the city/departmental programming. All surveys can be reported on.
EEO Monitoring and reporting	X				
Exit interview functions/capabilities	X				Onboard has similar workflows for off-boarding, essentially all of the Onboard functions can be reversed to create off-boarding action items that enable the County to create separation workflows
HR Analytics functions/capabilities	X				
Organizational chart capabilities (tied to position number/employee name to include auto update as employees move to new positions)	X				NEOGOV's Perform allows agencies to visualize their workforce on the automatically generated organizational chart.
Ability for seamless integration with tablets, mobile devices, e-mail, VoIP telephones, desktop PCs and POS devices	X				No telephonic interactions
Master Files					
Mass change options for employee master updates	X				
Position code master file with ability to:					
* Establish proxy positions (i.e., Corrections Captain can proxy for Corrections Sergeant)		X			
Pay Code/Leave Code Master with ability to:					
* Control which codes display on supervisor graphical time off calendar		X			
* Require a comment when pay code is used		X			
* Attribute availability status colors to be shown on screen when pay code is used		X			
* Establish minimum request amount for leave codes (i.e., time off must be taken in .25-hour increments)	X				
* Establish maximum negative amount of leave codes (i.e., leave can be used up to negative 8 hours)	X				
* Establish maximum accrued amount of leave codes (i.e., comp time maximum is 240 hours)	X				
<i>Policies &amp; Rules</i>					
Ability to attribute multiple overtime policies to employees	X				

Ability to configure custom overtime periods that differ from pay period range	X				
Define (based on security) clock policies that allow employees to edit/charge the following attributes during clock in/out:					
* Account/Department overrides	X				
* Location overrides	X				
* Shift overrides	X				
* Job/Project/Work order	X				
* Position code override	X				
* Pay code (i.e. employee can select on on-call pay code)	X				
Establish rounding policies and grace periods at each organizational level at the following intervals:					
* Round to nearest 15 minutes	X				
Salaried policies to define auto populated time for exempt employees:					
* Auto populate a defined amount of hours per day	X				
* Auto populate a defined amount of hours per week	X				
* Auto populate a defined amount of hours per pay period	X				
* Auto populate a defined amount of hours based on work schedule	X				
User Defined Field available	X				
Ability to establish default pay codes as the first item in drop down lists (i.e., display the most common used codes first)		X			
Ability to customize display format of master codes so that the code only is displayed, the code and description is displayed, or the description only is displayed		X			
Ability to disable clock in/out functions all together and use timesheet entry	X				
Custom message to be displayed on all timecard approval screens (i.e., "I attest this timecard is accurate to the best of my knowledge")		X			





views to be customized by user					
Leave balances are visible from my					
System allows creation of ad-hoc shifts					
Roster highlights open shifts to be filled					
System allows e-mail generation to					
<b>Employee Benefits/Benefits Administration</b>	<b>Y</b>	<b>N</b>	<b>C</b>	<b>TP</b>	
Support a wide range of employee benefits	X				
Flexible, user definable plan eligibility, cover, premium payments	X				
Support optional plan enhancements with additional premiums (from employee or employer)	X				



- childcare / eldercare / family care					
Support an unlimited number of employee					
Determine benefit eligibility based on user					
change actions that could impact benefits					
plans, until they have made their choices					
<b>Employee Self-Service</b>	<b>Y</b>	<b>N</b>	<b>C</b>	<b>TP</b>	
Routine HR administration tasks such as	X				

details, dependents, next of kin, marriage, name, births or adoptions					
Auto notification sent to others based on actions taken (e.g., HR, Finance, and Benefits)	X				
Administration for other life events e.g. changes in circumstances affecting benefits eligibility	X				
Common information uploaded to existing databases e.g. work telephone number to telephone directories or work location to organizational charts	X				
View employee's own employment history including salary and benefits details, promotions, dates, appraisals, training	X				
Update company property located at employee's home address or linked to employee	X				
View HR information e.g.:					
- conditions of employment	X				
- HR policies and procedures	X				Through our eForms module
- employee information packs / handbooks	X				Through our eForms module
- corporate policies on email, social media, blogging	X				Through our eForms module
- management guidelines	X				Through our eForms module
- guidance templates for changing personal information	X				Through our eForms module
ESS - time and attendance tasks	X				
Manage time sheets, working times for activities or projects	X				
Manage leave, PTO (paid time off) and other absences from work	X				
ESS - travel and expenses tasks		X			
Manage business travel requests and arrangements		X			
Manage employee expenses requests, approvals and payments		X			
Electronic Signature functionality	X				
On-line forms repository	X				Through our eForms module
Employee Contact Information Directory		X			
ESS - payroll and benefits tasks	X				

<b>Manager Self-Service</b>	<b>Y</b>	<b>N</b>	<b>C</b>	<b>TP</b>	
	X				
	X				
	X				
	X				
	X				
Set up or arrange team events, meetings		X			
	X				
	X				
	X				
Ability to run leave use historical reports (to see who was off when in the past to include	X				
		X			
	X				
	X				
	X				Through the Learn module
	X				
employees, either in review periods or on	X				

Recruiting	Y	N	C	TP	
Sourcing candidates	X				
Candidate sourcing management to include candidate interest automation emails (e.g., interest cards)	X				Applicants can submit job interest cards online and will be notified via email when a matching recruitment becomes available. Job interest cards are automatically distributed when the recruitment is advertised and includes a link that directs the applicant back to that job listing on your site
Support multiple candidate sourcing channels	X				
Manage where vacancies are published	X				
Configurable controls to ensure a consistent message across all sourcing channels	X				
Configurable recruitment sourcing workflows - dependent on the channel of sourcing candidates, the desired process to fill a vacancy	X				
Publish recruitment process with vacancy details	X				
Web job boards	X				
Vacancies advertised on corporate website, company careers pages, intranet job boards and careers websites - social media integration	X				
Support mobile optimized web pages	X				
Advertise vacancies on 3rd party job boards and recruitment websites - social media integration	X				Insight job page permalinks can be shared within any Social Network
Links to major job boards e.g. Monster, CareerBuilder, Indeed	X				Available for an additional fee
Links to specialist jobs boards		X			
Automated posting to job boards	X				
Select job boards	X				
Syndicate vacancy to multiple job boards	X				
Easy change of job boards, job details, keywords, links	X				Details of job postings are easily changed from Insight. If job boost is used, control over posting on secondary job board is up to that vendor.

					Additional ad spend can be designated to specific vacancies/postings
View all or restricted vacancy details as a					Potential candidates can view jobs on the County's career site but they won't be able to apply for the job online without creating a Job Seeker profile
Register for online candidate account - for					
Sort vacancies in different orders eg by job					
Display all or only matching vacancies					
					By class spec or job category
'Tell a friend' - send vacancy details to a					A permalink to the job posting can be sent through email
<b>Onboarding</b>	<b>Y</b>	<b>N</b>	<b>C</b>	<b>TP</b>	
Automatic conversion of candidate details to					
Links to on-boarding web portal (for new					
Links to online on-boarding videos, to assist					
					Through our Insight Module
					Through our Insight Module
					Background checks are conducted through our Insight module

Online self-service completion of new					
<b>Talent Management</b>	<b>Y</b>	<b>N</b>	<b>C</b>	<b>TP</b>	
Job evaluation, competency and skills management	X				Through our Perform module
Compensation Management	X				NEOGOV's Core HR product which provides compensation Management functionality
Succession planning	X				A succession planning feature will be a future enhancement. Currently, management can note and track employees' actions in Perform with Journal Entries when considering them for future roles. Additionally, employees can be enrolled in specific Learning Plans for further development.
Identify and track high-potential employees, leadership and talent areas	X				The County can run a report on the highest rated employees for a certain goal or competency to identify highly rated employees
Identify and track gaps or at-risk areas including employees approaching retirement, employees nearing the end of their contracts	X				Can identify at risk areas (competencies) via the Item Ratings Report in Perform, but no way to identify employees approaching retirement or nearing the end of their contracts in Perform.
Identify possible replacements and / or who to develop and retain	X				
Collect succession planning data from appraisal, or at any time	X				
Hold succession planning data including potential promotions, employee career aspirations, potential timings, risk of leaving	X				
Track individual employee skills, qualifications, competencies, responsibilities held, career development	X				
Maintain talent pools of high-potential candidates	X				Lists of eligible candidates can be reused in Insight, or merged into newer lists



					In Learn, a Learning Plan can be
					to be passed before that employee can advance within the company. While rating evaluations in Perform, managers can view training history and assign new
<b>Performance Appraisal</b>	<b>Y</b>	<b>N</b>	<b>C</b>	<b>TP</b>	
Support multiple types of appraisals and performance assessments e.g.: annual, 6					
degree, peer-to-peer, induction					
Support multiple appraisals of each					
organizational needs					
Flexible next appraisal date e.g. 6 monthly, annual, project completion					
Set appraisals for individual employees or					
Configurable templates for appraisals including self assessment, competencies, development plans, 360-degree evaluations					
Configurable appraisal form language /					

Support different appraisal plans and assessments for different roles, responsibilities, groups of employees					
Configurable appraisal process workflows, appraisal scoring, approval steps (to include electronic employee sign-off)					
Unlimited appraisal criteria, performance measures, objectives (qualitative and quantitative) and competencies					Appraisals can be customized with as many actions and approvals as needed for a thorough evaluation
Automatic generation of forms, schedules and issue to recipients	X				System can be configured to automatically generate the appraisal form (evaluation) and start the appraisal process reflecting the due dates and creation dates configured in each program / template
<b>Training/Learning Management</b>	<b>Y</b>	<b>N</b>	<b>C</b>	<b>TP</b>	
Training needs analysis capabilities		X			
Training administration capabilities	X				
Registration capabilities (electronic)	X				
E-Learning dashboards	X				
Training record management	X				
Training Course Library	X				
Ability to create custom training or import from other external sources	X				NEOGOV Learn's customized course builder will allow for the County to create custom courses. The County can also upload courses using a SCORM file
Certification and compliance	X				A Learning Plan that includes specific certification or compliance/mandatory trainings can be assigned to an employee.
Continuing education units (capabilities to include recurring training schedules)			X		CEU credits are currently only available for External Learning. Recurring enrollments are not currently available but are planned as a future enhancement.

User Productivity Assistance	Y	N	C	TP	
Consistent screen design across all					
					NEOGOV solutions are fully configurable systems that enable you to quickly and easily customize fields on forms, tailor auto-generated messages, update workflow and approval processes, and modify the look and feel of the application through a step-by-step system configuration wizard. The ability to incorporate custom form fields throughout the system further allows agencies to capture, track, and report on any desired data.
Configurable field properties e.g. name, length, position	X				
State maximum field lengths required:					
Easily amend or update customization, subject to security	X				
Full access to all system functions, subject to individual user security profile(s)	X				
Enable HR Payroll system users to have the information they need in their desired formats	X				
Tailor system design and functionality to mirror existing or enhanced processes			X		Parts of the system are customizable to meet the County's needs
View or hide leavers					
Configurable design using 'drag and drop' / 'copy and paste' windows functions		X			
Configurable automation of regular activities	X				
Fast, flexible and user-friendly data entry / system navigation	X				
Mouse or keyboard operation	X				

<b>Date Processing and Systems Control</b>	<b>Y</b>	<b>N</b>	<b>C</b>	<b>TP</b>	
System available 24/7	X				
System available for a restricted time per working day e.g. 7 am to 11 pm	X				
Data and information available immediately, on demand, via internet / intranet	X				
Direct data input and tasks carried out over the internet	X				
Validation checks e.g. code validation, input data type, limits					
Control features to ensure completeness and accuracy of data input e.g. control totals, interface controls	X				
Real-time update, or batch update	X				
Clone or copy job descriptions/classification specifications	X				Organizations can maintain an unlimited number of job descriptions within the system then use these to facilitate the posting or announcement process.
Predictive costing/budgeting or budget impact tools	X				Our budget and forecasting system will create a snapshot of existing positions (filled or empty). Then different scenarios can be derived by conditional formulas down to the department or union level. This will be available in the future.
Workflow creation and/or approval	X				

## Section 5: Technology

a. Architecture. Delivery method for the proposed solution (on premise or Respondent hosted Software-as-a-Service, provide options for both if available).	Please refer to the included architecture document
b. System requirements, including OS, VMware, server, client and mobile, etc.	There are no operating system requirements. NEOGOV systems are accessible via a standard web browser, such as Internet Explorer 11, Chrome 47 and higher, MS Edge 20 and higher. There are no additional third-party applications, nor plug-ins, required to access the system.
c. Mobile solutions and requirements.	NEOGOV is mobile compatible. Any mobile device with an internet connection and working browser will be able to access NEOGOV's systems
d. Supported API's, data dictionary and general database access.	Please find the existing API library from NEOGOV at <a href="https://api.neogov.com/openapi/index.html">https://api.neogov.com/openapi/index.html</a>
e. Automated workflows.	Configurable workflows are commonplace within the NEOGOV Systems. The need for collaboration is recognized throughout the NEOGOV platforms, allowing for transparency between the system's administrators when desired.
f. Scalability and expansion of devices.	NEOGOV is utilizing multiple Internet connections load balanced through firewalls and switches enabling NEOGOV to get up to 2Gbps burst to provide for maximum bandwidth scalability.
g. Security (communication, application, data, compliance), other related security, HIPAA, PII, policies and procedures and security controls to prevent unauthorized access.	Please refer to the included System Security Document
h. Logs and Auditing.	NEOGOV is audited on a yearly basis for compliance. NEOGOV is SOC2 Type 2 certified. A SOC2 TYPE 2 Report is provided on request with a signed NDA. In terms of the backend system, audit trails are maintained where applicable of every process and action related to production servers and data and can be accessed by NEOGOV personnel for security and auditing purposes. This includes physical access audit logs, hardware and software application

	<p>and security logs, operating system logs tracking all actions, and Insight Enterprise and SQL Server auditing features to ensure confidentiality and data integrity.</p>
<p>i. Test environments provided or recommended.</p>	<p>Yes, customers are provided 3 environments: production, testing, and training</p>
<p>j. WCAG 2.0 AA accessibility standards for all public facing components and strategy to ensure compliance.</p>	<p>All publicly accessible pages on Governmentjobs.com are certified compliant with 508(c) and WCAG 2.0 AA.</p>
<p>k. Describe supported SSO. Cloud solutions must utilize SSO. Okaloosa County uses ADFS 3.0 with SAML 2.0 and WS Federation Services. Any other third-party solutions would need to be authorized and approved in advance by IT. Premise solutions must be fully integrated with Active Directory.</p>	<p>NEOGOV supports SAML 2.0 that can integrate with Active Directory. Single Sign-On can be configured to the County's Active Directory using NEOGOV standard SSO integrations or other more common SSO methodologies like Azure or SAML.</p>
<p>l. Describe how credentials, roles, groups, and permissions are managed within the application(s) and back end databases and related administrative processes.</p>	<p>Every organization has complete control over establishing System Administrators who will maintain all accounts and access rights throughout the system. NEOGOV employs a roles-based security model ensuring users only have access to areas for which they have been given access rights. As an example, various users may be given access to the same core applicant data, however depending on their security rights, certain users may or may not have access to any confidential information. System administrators also have the ability to assign applicant related fields as confidential fields. The confidential fields are only displayed to HR personnel that have permissions to view confidential data. Everyone else, including departments for example will not see these fields on the applicant record.</p>
<p>m. Describe any disaster recovery services provided or proposed by the Respondent.</p>	<p>NEOGOV maintains a complete disaster recovery plan and corresponding procedures are in place for business continuation purposes in the event of emergency. In case of primary data center outage, we can switch operations to our geographically remote secondary data center within minutes, allowing for DNS fail-over. In the event of disaster, customer systems would be operational after the primary data center fails over to the secondary which will happen in minutes. In the event that both geographically separated data centers which house NEOGOV</p>



	<p>production equipment are destroyed, we have outlined the procedures to reconstruct all data center infrastructure necessary to run NEOGOV applications. Those procedures include detailed plans of rebuilding the infrastructure and bringing the alternate site at a different location online. Live offsite backups stored at an alternate location would be restored and used to rebuild customer data. The entire plan is reviewed and updated regularly, and we perform full disaster recovery testing on a bi-annual basis.</p>
<p>n. Describe future development/technology direction and/or development initiatives.</p>	<p>NEOGOV maintains product roadmaps for each of our systems that outline future development initiatives. These roadmaps are not set in stone, however, and are subject to change based on customer needs. Product roadmaps can be shared with the County upon award of contract.</p>
<p>o. Data breach protocol and/or policy.</p>	<p>We have procedures for identifying security breaches. In addition to automated security detection with firewalls, intrusion detection systems, and anti-virus systems, we have also outlined manual security procedures that enforce our security policy.</p>
<p>p. How and to what extent the Solution integrates with eFinancePLUS premise and/or cloud based HTML5 (as the Clerk plans to migrate their eFinancePLUS premise solution to the cloud spring of 2020), OnBase, TeleStaff, PowerDMS and Microsoft Office and Exchange, including versions and configuration and customization issues.</p>	<p>NEOGOV integrations are Vendor/HRIS neutral - the flat file integrations involve either imports configured to our specs or exports configured to the specs of an HRIS system. NEOGOV can offer custom integrations as needed. Should custom integrations be required, NEOGOV will work with your team to define all integration scope requirements and schedule as well as any associated costs prior to development. NEOGOV also provides a configurable API for 3rd party system integration. Please note however that customer staff and resources are required to configure these based on the supplied NEOGOV documentation. In the event that NEOGOV resources are required, additional costs MAY apply based on the final scope and NEOGOV will provide timeline and cost estimates prior to any development.</p>

## NEOGOV's System Architecture

### Infrastructure

NEOGOV's internal physical systems supporting the SaaS products and hosted in the data centers described above include Cisco UCS blade servers, Dell servers, EMC storage, Cisco networking, Palo Alto networking, and Citrix load balancing.

These internal systems, in addition to supporting the SaaS product, are used to:

- Provide outbound email services
- Monitor system load and utilization
- Provide local backup and offsite replication services
- Detect any anomalies within the system
- Provide administrative access to the SaaS system
- Provide customer secure upload and download file access

A common set of templates are used to deploy any server. All servers require Windows Active Directory (AD) authentication and access is further restricted by two-factor production virtual private network (VPN) access. Applications use internal structured query language (SQL) tables for authentication, these SQL servers are protected from unauthorized access using Windows AD authentication.

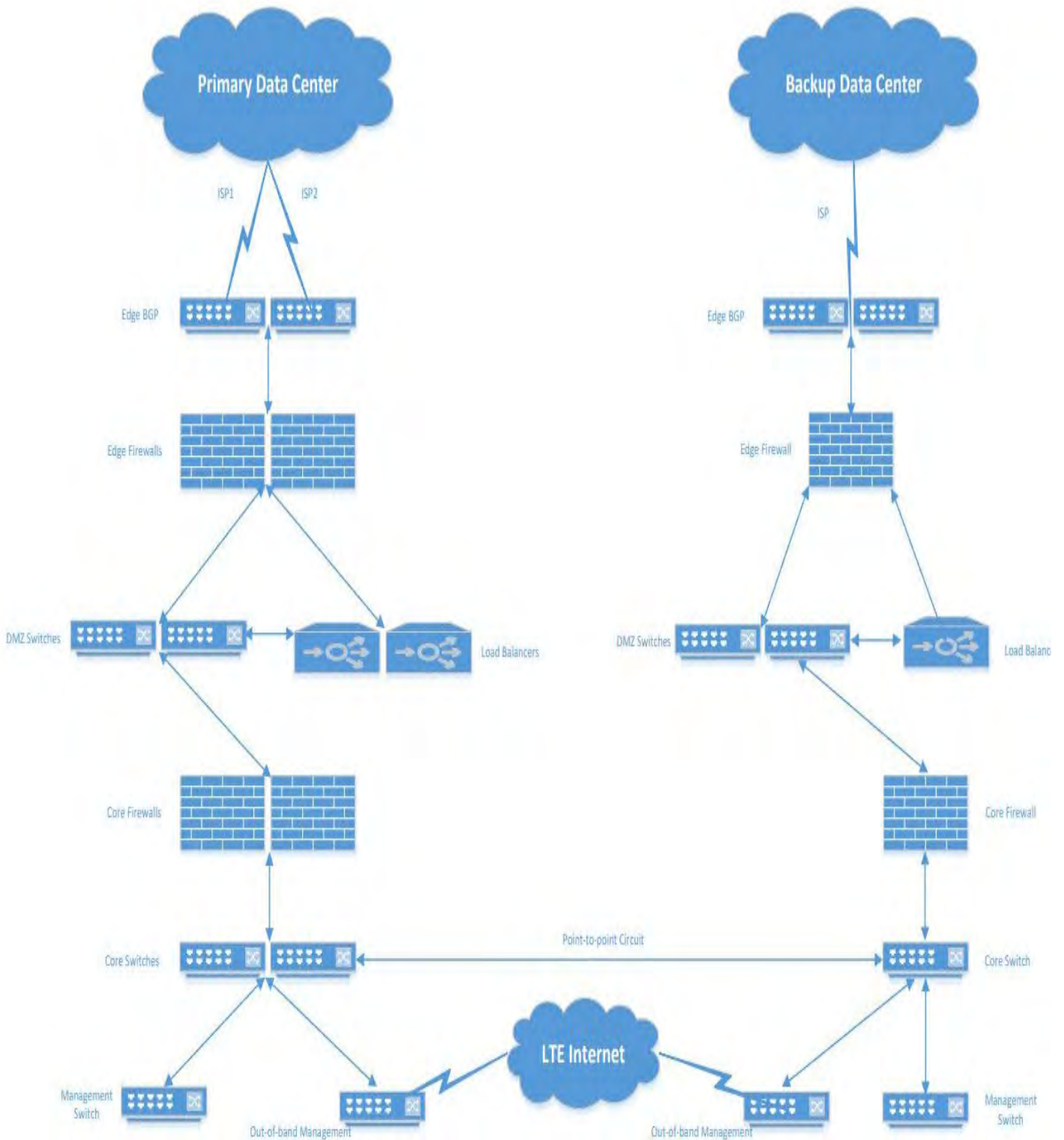
All initial passwords require a change upon first login to a password that meets complex password rules. Additionally, all passwords must be changed on a regular basis.

All data is protected by Transport Layer Security (TLS), Secure Socket Layer (SSL) or Secure Shell (SSH) while in transit. Weak ciphers such as SSLv2, SSLv3, TLSv1, and TLSv1.1 are not allowed. Policies regarding the transmission, movement, and removal of information are detailed in the IT Security Policy and code of conduct.

All full and incremental backups containing personal information are encrypted and are stored in a secure data center location. Customer data is never permitted on removable media. Full backups are completed at least weekly with incremental backups completed at least daily. Database transaction logs are backed up every three minutes.

## Network Design

The production SaaS network is fully meshed, with no single point of failure, and is detailed on the following diagram



Traffic between each virtual local area network (VLAN) must pass through a physical firewall interface for inspection. The current design is always available on the intranet. NEOGOV employees who have access to the firewalls are restricted based on job description and business need. The external firewall is application aware and in addition to filtering protocols and ports, it filters by detected application (inbound and outbound).

## Software

Administrative access to the production SaaS infrastructure is via two-factor VPN. Administrative access to the application is handled by our SaaS application and enforced by the application using Microsoft active directory credentials and SQL server user tables. Administrative access is reviewed and approved by the executive team on a semi-annual basis.

Documentation is provided to customers for their purchased products. Legal documentation and security commitments are also provided to all customers. As part of the internal security directive, all employees undergo annual training on the current Security Policy and are required to adhere to the policies including the employee code of conduct. The security policy, amongst many other things, prohibits account sharing and can be found on the corporate intranet.

Customer administrators are identified by their contract and the administrators are maintained by each external organization in conjunction with support. Customer administrators are responsible for maintaining correct access levels within their organization. Any customer administrator modification is completed and documented by support. New external administrators are granted access to the SaaS products based upon information in the initial client setup form and external administrators to the SaaS products have access removed upon notification from the client. Regular in-house and third-party penetration, internal, and external network scans are conducted against NEOGOV networks and products to detect any issues.

## 24x7 Support

The above systems are continuously monitored by services that minimally check:

- Internal system health (central processing unit, memory, disk, network)
- Unusual activity (network and application intrusion)
- Configuration changes
- Application responsiveness (typical tasks are checked via automated scripts)
- Application health (thread, heap, compute time, transaction level detail)
- Availability of reports (ensuring reports are generated as scheduled)
- Offsite backup latency (ensuring recovery point objective [RPO] goals are met)
- External availability (landing pages)

If a response is found to be out of tolerance levels, an incident is generated via a third-party paging service which pages primary on-call personnel. If they do not respond in a timely fashion, backup on-call personnel are then paged before the incident escalates to management. All incidents are logged and reviewed in the weekly IT operations meeting.

## Procedures

NEOGOV has partitioned the SaaS environment into two categories, production, and non- production. The two environments have no direct access to the other apart from publicly available application program interfaces (APIs) or web pages.

Only personnel designated as part of Information Technology (IT), Database Administration (DBA), or Development Operations (DevOps) teams have administrative access to the production environment. The production environment consists of the training, user acceptance testing (UAT), pre-production, and production systems. Administrative access is reviewed and approved by the executive team on a semi-annual basis.

Customer personal information is defined as an individual's first name or first initial and last name plus one or more of the following data elements: (i) Social Security number, (ii) driver's license number or state-issued ID card number, (iii) account number, credit card number or debit card number combined with any security code, access code, PIN or password needed to access an account and generally applies to computerized data that includes personal information. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.

Customer personal information is stored in the data VLAN and is protected by multiple levels of logical and physical security:

- An external facing application aware Palo Alto firewall between the internet and demilitarized zones (DMZ)
- Hypertext Transfer Protocol Secure (HTTPS) or SSH protects all data in transit
- HTTPS traffic is terminated on the Citrix load balancer, inspected, and re-encrypted
- Only TLS ciphers are supported for HTTPS and Secure File Transfer Protocol (SFTP) access is supported for customer file transfer
- For Insight and SFTP, access can be additionally restricted by client IP
- Personal data is encrypted by our application using FIPS compliant encryption
- An internal facing Cisco firewall between DMZ and Data zones
- Personal data is encrypted at rest in the data zone
- No tapes or mobile media are utilized in the SaaS environment for storage of customer data
- Antivirus protection on all Windows and Linux servers
- Customer contact data is stored in other systems such as Salesforce for internal sales and support purposes only.

Any change in the production environment follows a strict process requiring both Research and Development (R&D) and IT team lead review and approval. All configuration changes are routinely audited by internal monitoring software. Any change requiring customer visible downtime is communicated a minimum of ten days prior to implementation and all visible application updates are communicated prior to implementation. Policies and standards for monitoring IT resources, including protocols for escalating and resolving reported events, have been documented and established. Monitoring software is used to identify and evaluate ongoing performance, security threats, utilization levels, and to flag unusual activity. The software notifies IT personnel when predefined events are detected, and a corresponding ticket is created, and paging software is integrated with monitoring

tools to notify appropriate personnel when predefined security events are identified. The company utilizes tools to monitor software updates and patches. These are applied when necessary following the established change control process.

There are two types of changes, all of which follow the above change control process:

- Standard (including hotfix) changes. These changes must be approved prior to any work initiating on the task.
- Emergency changes. These are changes triggered by an incident page detailed earlier. This change, by nature, is completed to restore service, then documented and approved. All emergency changes are reviewed at the weekly IT meeting.

Production configuration is protected by antivirus and configuration management scanning tools, which detect any system modification. These tools update at least daily with the latest signatures, and any system, which does not update daily, is flagged. Perimeter antivirus scanning is performed by the application firewall.

NEOGOV conducts calls with customers to communicate any customer visible changes on a regular basis. Procedures for handling security events are documented in the IT Security Policy. Internal escalation procedures are posted on the internal intranet. A revolving on-call rotation is utilized to assure 24x7 primary and backup contacts for production and security incidents.

All employees are provided with an email address, [security@neogov.com](mailto:security@neogov.com) to report security incidents, complaints, or concerns. External NEOGOV customers can report security questions or concerns through the NEOGOV community page.

All reported security incidents are reviewed by IT and R&D, a root cause analysis is completed, and any required modifications follow change control procedures. Customer care follows established procedures for responding to customer-reported security events. This process is further detailed below:

When an information security incident is reported or escalated to [security@neogov.com](mailto:security@neogov.com), the following process is performed:

The reported information is copied into an ITAPPS JIRA ticket. The ticket is assigned to IT, and a manager and head of R&D are added as watchers. An email with the ticket information is sent to [itops@neogov.com](mailto:itops@neogov.com). IT and R&D launch a priority investigation into this ticket, and the investigation will validate the details in the ticket and if it is determined customer personal information has been breached, the Chief Technology Officer (CTO) will be notified. The CEO will then notify impacted customers as legally and contractually required, and IT and R&D will meet to identify the cause and recommend mitigation to the CTO and CEO for approval. Finally, a root-cause analysis will be documented by IT along with CTO approved mitigating actions.

The above process is detailed in annual security training materials. The company's IT security policies and procedures are maintained and made available to appropriate personnel on the corporate intranet.



## System Security Overview

As the leading provider of workforce management solutions for the public sector and educations, NEOGOV makes system security and data integrity a top priority. Please note, this document is for information only purposes - NEOGOV reserves the right to update all policies and procedures outlined within as needed and at its sole discretion.

NEOGOV's application and hardware infrastructure is one of the reasons why agencies nationwide have chosen us to provide them with workforce management software. As with all NEOGOV customers, each organization has complete control over establishing System Administrators who will maintain all accounts and access rights throughout the system.

All password requirements (including character types, up to 6-month expiration, length, etc.) are defined by your agency as needed. NEOGOV systems also employ a roles-based security model ensuring users only have access to areas for which they have been given access rights. As an example, various users may be given access to the same core applicant data, however depending on their security rights, certain users may or may not have access to any confidential information. System administrators also have the ability to assign applicant related fields as confidential fields. The confidential fields are only displayed to HR personnel that have permissions to view confidential data. Everyone else, including departments for example will not see these fields on the applicant record. The system also can completely or partially mask sensitive on-screen displayed data such as Social Security Number (SSN). If desired, NEOGOV customers can help further protect sensitive data by eliminating the use of SSNs all together, using System Personal IDs instead.

Once data has been entered into the system, NEOGOV's proven infrastructure helps provide additional security of personal identifiable information. Our robust application security model for example prevents one NEOGOV customer from accessing another's data. We have taken extensive measures to ensure the data integrity of every customer. We have standards for all server and network hardening, and we audit and monitor our infrastructure on a regular basis to ensure that all non-essential services are shut down and a strict access control policy is in place. Regularly scheduled system and software audits are conducted internally by NEOGOV personnel. Third party audits are also scheduled when applicable. Our security model is reapplied with every request and enforced for the entire duration of a user session. NEOGOV has also implemented comprehensive database encryption to secure customer's confidential data (i.e. SSN, identity and authentication data, etc.). NEOGOV has determined that encrypting sensitive data in multiple databases would be the best and most secure strategy to comply with regulatory requirements and customer security requirements for storing sensitive data.

As part of our hosting services, NEOGOV has established a proven infrastructure to help ensure our customers have access to the system when they need it. NEOGOV is SOC2 certified for all operational aspects with all products. Our production equipment is collocated at a tier 4 data center which offers the highest level of security and redundancy available. The facility provides 24-hour physical security, Biometrics and picture identification, redundant electrical generators, fire protection, and other backup equipment designed to keep servers continually up and running. The data center has also undergone strict retrofit procedures to protect against earthquakes and N+1 redundancy for power. Additionally, the data center has multiple dark fiber rings that connect this center to several additional centers to help provide continued connectivity.

The network perimeter for our platform is protected by multiple firewalls and monitored by systems — all sourced from industry-leading security vendors. In addition, NEOGOV monitors device logs to pro-actively identify security threats. In addition, we have anti-virus and intrusion detection/prevention systems deployed and have outlined manual security procedures that enforce our security policy.

In addition to the datacenter in Southern California, NEOGOV also stores backups in a secure secondary data center connected with a dedicated point-to-point circuit. The secondary data center is located 1000+ miles from the production data center and is also a tier 4 data center with matching security and redundancy features. In case of data center outage or in the event that the data center which houses NEOGOV production equipment is destroyed, we have outlined the procedures to reconstruct all data center infrastructure necessary to run NEOGOV applications within the near term. In terms of downtime for rebuild and access to data, though dependent on the circumstances around such disaster(s), NEOGOV's standard is to recover data as quickly as possible. For your consideration, the following objectives are in place:

- RTO (Recovery Time Objective, when we will be back in operation) – In addition to the data center, NEOGOV also maintains backups in the cloud. In the event of a disaster, NEOGOV has the flexibility to resume operations in a cloud and/or a new data center as needed.
- RPO (Recovery Point Objective, how much data will be lost) –NEOGO currently stores our backup data offsite for security and retention purposes. We have deployed processes protecting, customers data loss to an absolute minimum.

Finally, in regard to the database itself, whenever possible database access is controlled at the operating system and database connection level for additional security. Access to production databases is also limited to a number of points, and production databases do not share a master password database. Currently, there are a restricted number of NEOGOV employees that have access to our data center. By design, NEOGOV employees do not have direct access to the NEOGOV production equipment, except where necessary for system management, maintenance, monitoring, and backups.

## Security Measures

Our security measures include the following:

- Expert team of experienced, professional engineers and security specialists dedicated to round-the-clock protection of data and systems
- Continuous deployment of proven, up-to-date firewall protection using multiple levels and vendors, SSL encryption, and other security technologies
- Ongoing evaluation of emerging security developments and threats
- Redundant architecture
- Total commitment to a secure, scalable, private co-located system (Unlike a hosted system arrangement, NEOGOV manages all aspects of its operations.)
- 3rd party vulnerability assessments are performed on a routine basis

Security Details	Description
<b>Physical Security</b>	Our production equipment is collocated at a tier 4 data center which offers the highest level of security and redundancy available. The facility provides 24-hour physical security, palm print and picture identification, redundant electrical generators, earthquake protection, fire protection, and other backup equipment designed to keep servers continually up and running. The center maintains dual circuit connections to ensure connectivity in the event of a failure.
<b>Perimeter Defense</b>	The network perimeter is protected by firewalls — all sourced from industry-leading security vendors. In addition, NEOGOV monitors device logs to proactively identify security threats.
<b>Data Encryption</b>	NEOGOV utilizes the strongest encryption products to protect customer data and communications, including 256-bit Verisign SSL Certification and 2048 Bit RSA public keys. The lock icon in the browser indicates that data is fully shielded from access while in transit.
<b>User Authentication</b>	Users access NEOGOV only with a valid username and password combination, which is encrypted via SSL while in transmission. Encrypted session tracking is used to uniquely identify each user. For added security, the session key is automatically scrambled and re-established in the background at regular intervals.
<b>Application Security</b>	Our robust application security model prevents one NEOGOV customer from accessing another's data. This security model is reapplied with every request and enforced for the entire duration of a user session.
<b>Internal Systems Security</b>	Inside of the perimeter firewalls, systems are safeguarded by network address translation, port redirection, IP masquerading, non-routable IP addressing schemes, and more. Exact details of these features are proprietary information.
<b>Operating System Security</b>	We protect all operating system accounts with strong passwords, and production servers do not share a master password database.
<b>Database Security</b>	Whenever possible, database access is controlled at the operating system and database connection level for additional security. Access to production databases is limited to a number of points, and production databases do not share a master password database.

	<p>All data entered into the NEOGOV application by a customer is owned by that customer. NEOGOV employees do not have direct access to the NEOGOV production equipment, except where necessary for system management, maintenance, monitoring, and backups.</p>
	<p>All networking components, firewalls, load balancers, Web servers, and application servers are configured in a redundant configuration. All customer data is stored on disk storage that is mirrored across different storage cabinets and controllers. All customer data, up to the last committed transaction, is automatically backed up on a nightly basis. Additionally, data is continuously backed up online in real-time to the secondary data center. Disaster recovery plans are in place and are reviewed on a</p>

## *Technology and Security FAQs*

Question	Response
<p><b>Is all access to and from the servers encrypted?</b></p>	<p>Yes, all access to and from the servers is encrypted using 256-bit SSL certificates.</p>
<p><b>Do you have procedures for identifying security breaches?</b></p>	<p>Yes, we have procedures for identifying security breaches. In addition to automated security detection with firewalls, intrusion detection systems, and anti-virus systems, we have also outlined manual security procedures that enforce our security policy.</p>
<p><b>Do you have standards for server &amp; network hardening? Are these resources periodically audited to ensure integrity?</b></p>	<p>We audit our external facing infrastructure on a regular basis.</p>

<p><b>What kind of security vulnerability tests does your company have in place?</b></p>	<p>NEOGOV performs vulnerability tests on all ports for all external applications and devices. Security assessments on all of NEOGOV's applications, including static code analysis on compiled binary executables, dynamic web application analysis, manual penetration tests, automatic perimeter and internal scanning, and source code review. All relevant security updates are applied to the system to safeguard against all known vulnerabilities. We also have procedures for identifying security breaches. In addition to automated anti-virus and intrusion detection/prevention systems, we have also outlined manual security procedures that enforce our security policy.</p>
<p><b>How are firewall, o/s, database, anti-virus and other security patches kept up to date?</b></p>	<p>Anti-virus and attack signatures are scheduled to download the latest definitions using the most frequent setting.</p>
<p><b>How often are backups performed and are they being stored off site?</b></p>	<p>In addition to the full nightly backups, continuous log shipping, and mirrored disk arrays, NEOGOV continuously backs up data online in real-time to our secondary data center.</p>
<p><b>If a catastrophic event happen to the database server and the entire server is lost, what is the worst-case scenario in terms of data recoverability? How much data will be lost in such event?</b></p>	<p>If the catastrophic event occurs that completely destroys one of our hosting facilities, NEOGOV would resume service in the secondary data center with no historical data loss and an absolute minimum of recent transactional data lost.</p>
<p><b>Do you have procedures for disaster recovery?</b></p>	<p>Yes, a disaster recovery plan and corresponding procedures are in place. The plan is reviewed and updated regularly. Therefore, it is strict company policy not to share specific information regarding security procedures.</p>
<p><b>Do you have service agreement with multiple ISPs?</b></p>	<p>The NEOGOV data center is fully switched using Cisco network gear and utilizes industry standard BGP routing using NEOGOV's portable IP block amongst multiple carriers.</p>

<p><b>What was your uptime for the past year?</b></p>	<p>NEOGOV has built redundancy into its systems in order to minimize any system failures that could be perceived as customer outages. NEOGOV has continually achieved 99.9% uptime level as measured by an external service. All components of the NEOGOV system are proactively monitored and managed so that faults are detected before system outages. We realize there may occasionally be system outages due to issues beyond our control. NEOGOV has established numerous escalation procedures to notify the proper personnel in the event of any system outage and remedy any issues as quickly as possible. Since the application is managed by NEOGOV for all customers, the people who best understand the architecture, installation, and design are immediately available to resolve any issues.</p>
<p><b>How do you ensure performance does not degrade as you add new customers?</b></p>	<p>NEOGOV has the capacity to scale to the largest of enterprises. The architecture behind the NEOGOV solution was designed to handle millions of users. We use the most scalable hardware equipment and can scale as rapidly as our customers require. We have procedures and tools that monitor server performance, as well as load test simulations to anticipate the infrastructure needs as we add new customers.</p>
<p><b>How do you ensure performance during peak times?</b></p>	<p>We are not limited in the amount of bandwidth our servers can use, hence our high-speed Internet connectivity. During peak times, the bandwidth automatically bursts to the amount necessary to handle the traffic load; therefore, the performance does not suffer.</p>
<p><b>How do you schedule downtime for major upgrades to servers? What would our applicants see if they tried to apply during this downtime?</b></p>	<p>According to the Service Level Agreement we include as part of the NEOGOV contract, we are obligated to notify all customers at least two weeks prior to any scheduled outage. Notices are generated and sent via email to the system administrators and their backups. During the system outage, a notification page is displayed stating the system is undergoing maintenance and also states the scheduled outage times.</p>
<p><b>How do you announce upgrades to your customers before modifying functionality?</b></p>	<p>NEOGOV's process to announce upgrades is to generate an email outlining new system capability and a description on how to utilize the functionality.</p> <p>Customers are notified via email of the new items and the process in which to use the functionality. We conduct quarterly online training sessions (included as part of the license agreement) to provide further instruction on how to utilize new features and improve our customer's overall workflow.</p>



## Section 6: Customization & Interfaces

*a. Describe the Respondent's approach and methods for extensibility, interoperability, interfaces or integrations with third party providers.*

NEOGOV systems are highly configurable and customizable. HR Administrators can configure the system to function based on the needs of the organization. Configurable workflows are commonplace within the NEOGOV. The need for collaboration is recognized throughout the Neogov platforms, allowing for transparency between the system's administrators when desired. The various approval methodologies and collaboration tools assist the State with maintaining a true checks and balances system.

As for interfaces or integrations with third parties, NEOGOV's integrations are vendor neutral, in that they operate using flat file transfers. As long as the County's HRIS system has an import tool and reporting tool, we will be able to interface.

*b. Describe the process for requesting software customization. How are requested changes in functionality prioritized by the Respondent.*

NEOGOV systems were designed for the public sector making them comprehensive and configurable for the County's individual needs. They have been designed so that the County would not need NEOGOV's assistance to make customer configurations. During implementation all configurability options will be covered. Our system is built on our customer's feedback, so if there is a customization that is requested and has been requested by many of our other customers, often times, we will work the customization into the system updates.

## Section 7: Reporting

a. Describe the reporting capabilities of the proposed system.	All NEOGOV products come standard with a number of reports. Reports offer real-time data on most fields throughout each system. All reports can also be exported, and the data can furthermore be customized by the customers in excel format. There are a number of reports that can be configured depending on the type of information the customer is looking for. Reports can be customized by users to meet specific needs. A more in-depth review of reporting can be done during a demo session. With our Insight module, users can create ad-hoc reports.
b. What is the Respondent's proposed custom report writer and does the Respondent provide a library of customizable reports?	Reports can be configured by users but only Insight offers a full ad-hoc reporting tool. All of our products come with a number of standard reports that have been well received by our customers
c. Analytics.	Through Insight, NEOGOV's Analytics Module helps you gain insight into the effectiveness of your business processes and highlights opportunities for improvement.
d. Does the Respondent offer a library of standard reports?	Yes, each product comes with a library of standard reports
e. What report services does the Respondent offer?	MS SQL
f. Describe the business intelligence reporting features included.	Our business intelligence and reporting tools provide intuitive ad hoc query (Insight), reporting, analysis and web-publishing utilities that empower business users at all levels of the organization to gain immediate access to any information contained in the database, as well as other sources.
g. Does the Respondent offer a report writing service?	Insight Enterprise features an easy to use Ad-Hoc reporting tool which enables non-technical individuals to create customized reports through a step-by-step report generation wizard.
h. Are there costs associated with this service?	No, it is included with the system

# Section 8: Implementation

## a. Implementation Methodology (Section 8.1):

<p>i. Describe how the Respondent transitions from the sales cycle to the implementation phase.</p>	<p>Once the contract has been reviewed and signed by both parties, the County's Account Manager will advance the account on to the implementation team. An implementation consultant will strategically be paired with the County based on the scope of work and will contact the County within 10 business days to go over next steps.</p>
<p>ii. Provide a comprehensive description of the Respondent's methodology for implementing the proposed software solution.</p>	<p>To achieve a high level of project success, and to ensure both an effective and timely implementation for our agencies, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach has been continually refined and is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success. As part of the implementation process, NEOGOV incorporates a staged implementation approach which is designed to effectively manage and streamline the process. This staged implementation approach is in the style of train the trainer. For all implementations, NEOGOV is proud to offer an implementation expert to facilitate the process.</p>
<p>iii. Will third party resources or contractors be utilized during this project?</p>	<p>No third-party resources or contractors will be utilized during this project</p>
<p>iv. How many new client implementations did the Respondent perform in each of the past three (3) years? How many of those included new client implementation for public sector organizations? How many of those included new client implementations with Superior/ Sungard/ Central Square eFinancePLUS?</p>	<p>2017 - 307 2018 - 359 2019 - 375</p>
<p>v. What level of guarantee does the Respondent offer to insure the quality of implementation services delivered?</p>	<p>The level of guarantee can be discussed during the kickoff call</p>

## b. Project Management Methodology (Section 8.2):

<p>i. Provide Respondent's approach to Project Management and the governance of the proposed implementation project.</p>	<p>During implementation, customers are responsible for organizing a team consisting of at least one project manager and one system</p>
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	<p>administrator for each product who will work with agency staff and NEOGOV during the project. The project manager should be familiar with project plans and understand the tasks associated with managing a team, working with a timeline, and interacting with an external vendor. The system administrator is typically a Human Resources staff member who is familiar with the new hire process(es).</p>
<p>ii. Describe how Respondent intends to manage the project materials that are produced during the proposed project.</p>	<p>NEOGOV does not retain documents produced past the life cycle of the contract.</p>
<p>iii. Describe the project management resources that will be assigned to the Board's project.</p>	<p>To help mitigate project risk and ensure our implementations are completed on-time and within budget, NEOGOV incorporates the following documentation and tools into our implementation process:</p> <ul style="list-style-type: none"> <li>• Project implementation timeline – NEOGOV manages all tasks, deliverables, and resource allocation for all enterprise implementations (delivered during kick off and reviewed weekly)</li> <li>• Implementation activity checklist including steps from contract signature through production implementation and knowledge transfer (delivered during kick off and reviewed weekly)</li> <li>• Issue tracking log – including issue ID number, detailed issue, person raising issue, accountable resolution party, comments, and resolution status and progress (reviewed weekly and signed prior to go live)</li> <li>• CRM Issue Tracking Procedures – NEOGOV uses a web-based CRM package to monitor all implementation and ongoing client relations. All agencies are entered into the system, assigned a customer relations representative, and will have direct access to real-time status of their account issue resolution, requests and more.</li> </ul>
<p>iv. Describe the roles and responsibilities of both the Respondent and the Board project managers as proposed.</p>	<p>The NEOGOV Project Manager will be responsible for overall project communications including resource updates, tracking of resource activities, milestone process and reporting,</p>

	critical path monitoring, schedule issues, status reporting, and contingency activities. It will be the responsibility of the customer's Project Manager to conduct similar activities involving agency resources, deliverables, activities, and
v. Describe the number and credentials of staff	

**c. Project Timeline (Section 8.3):**

<p>i. Describe how the project schedule will be developed to meet the Board's goals while minimizing project risk and any impact to current county operations.</p>	<p>At the kickoff meeting, NEOGOV will present the customer with the project implementation timeline, deliverables, resources, and issue escalation policies and procedures. This meeting is used to clearly define the roles, responsibilities, deliverables, tasks, and tracking mechanisms which will be utilized throughout the entire project. In the event the project work plan needs to be modified, NEOGOV and the customer can identify, accommodate, and document each specific change and reason.</p> <p>Contingency timeframes are always incorporated into the project plan to allow for some project timeline fluctuation. Each of the major deliverables in the timeline incorporate roughly a 10% contingency estimate added to each activity. Based on the overall timeline requirements and NEOGOV's extensive history working with public sector and education agencies delivering this type of solution, we are confident that the timeline (including safe contingency planning estimates) will be successfully completed on time and within budget.</p>
<p>ii. What factors help determine the appropriate implementation project phases and project schedule?</p>	<p>NEOGOV has defined the stages and schedule of our implementation approach, the schedule will be discussed during the kickoff call.</p>

<p>iii. Provide a sample project plan for implementing the proposed system. Include all major project activities, tasks, milestones, and resources with the appropriate dates and</p>	<p>Gantt charts for each product have been</p>
<p><b>d. Project Staffing (Section 8.4):</b></p>	
<p>i. Describe the proposed project resources that will likely work with the Board during the implementation project.</p>	<p>Please refer to the Key Personnel document that has been included in the final RFP document</p>
<p>ii. Provide key roles and responsibilities for the identified Respondent resources within the overall project.</p>	<p>Please refer to the Key Personnel document that has been included in the final RFP document</p>
<p>iii. Describe the proposed project resources that will work with the Respondent during the implementation project.</p>	<p>Please refer to the Key Personnel document that has been included in the final RFP document</p>
<p>iv. Provide resumes for proposed project personnel likely to be assigned to the Board's project.</p>	<p>Resumes for our Key Personnel have been included in the final RFP document</p>
<p><b>e. Data Conversion (if applicable) (Section 8.5):</b></p>	
<p><b>f. Training (Section 8.6):</b></p>	
<p>i. Describe the Respondent's approach to training the Board on the proposed system.</p>	<p>NEOGOV utilizes the train-the-trainer approach. Most organizations opt for NEOGOV to provide comprehensive trainings for the core HR community (and in some cases organization training staff) so that they can then train the rest of the community on organization-specific practices.</p>
<p>ii. Identify the types and length of training that will be offered to the Board resources. Specifically, IT staff, core users, management and end users.</p>	<p>The core training is two days of intense system, process, workflow, and business rules training, while the technician staff and support staff training is typically less than half a day. NEOGOV will discuss the training curriculum and approach with the implementation team prior to scheduling and conducting training so that we</p>



	can design and deliver training that will make the most impact for the end user community.
iii. Indicate the options for on-site, off-site and	All training is done remotely and typically done through web conferences. However, if on-site is required then it can be done at an additional

**g. Testing (Section 8.7):**

	NEOGOV products are continually audited and tested by the Development Team. NEOGOV uses Production, Training and UAT segmented environments for development and testing. Once changes are deemed acceptable to go live, enhancements are pushed out to
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ii. Describe testing activities for each of the following testing types:

	provider that allows for an API type integration

**h. Documentation (Section 8.8):**

i. Describe the help features that are built into the proposed software.	NEOGOV offers 24-hour support through guides/videos/forums through the NEOGOV Community. Ongoing training resources can be found in the Community and can be accessed by all users. Users can also log bugs through the Community.
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ii. Describe what documentation is included with the proposed project. Specifically address User Guides, Technical Guides, Training Materials, and System Documentation.	Support documentation includes: <ul style="list-style-type: none"> <li>• <b>Online user guide</b> – The online user guide covers every capability, functionality, and link throughout the entire system. The user guide is approximately 200 pages and is available on any screen by clicking the 'Help' link. The online</li> </ul>
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user guide functions much like Microsoft help guides wherein the help documentation is available online and interactive including text and topic searching, indexes throughout the document, and a glossary of terms.

thorough step-by-step user exercises that system users can access to learn, refresh, or train. The exercises are very detailed and cover the majority of product functions that are used on a day-to-day basis. This document is over 70 pages.

**• Implementation Task Checklist and Issue Tracking Tools** – NEOGOV will provide you with a checklist of each of the tasks and set-up tables that need to be completed prior to implementation. Our Implementation Specialist is available to guide you through the set-up process. Additionally, we provide a template for issue tracking to assist you in project management and coordination of question/issue resolution with NEOGOV. During the weekly phone calls, NEOGOV’s Implementation Specialist will review the Issues List with staff to respond to questions and issues that arise during the implementation process.

**i. Reporting (Section 8.9):**

If the County has specific reporting needs, those needs can be address during the initial kickoff meeting between the County and

**j. Go Live Support (Section 8.10):**

i. Describe the Respondent’s approach to preparing the Board’s transition to Live Processing.

The following steps are taken in the final phase of implementation to transition the County into their production environment.

- Full System Test
- Continued Learning
- Production Launch
- Feedback

ii. Describe the Respondent's support of the Board during the Go Live.

The NEOGOV implementation consultant will be your main point of contact post-go-live for 30 days to ensure a smooth rollout. At that point, you will transition to our Customer Support Team.

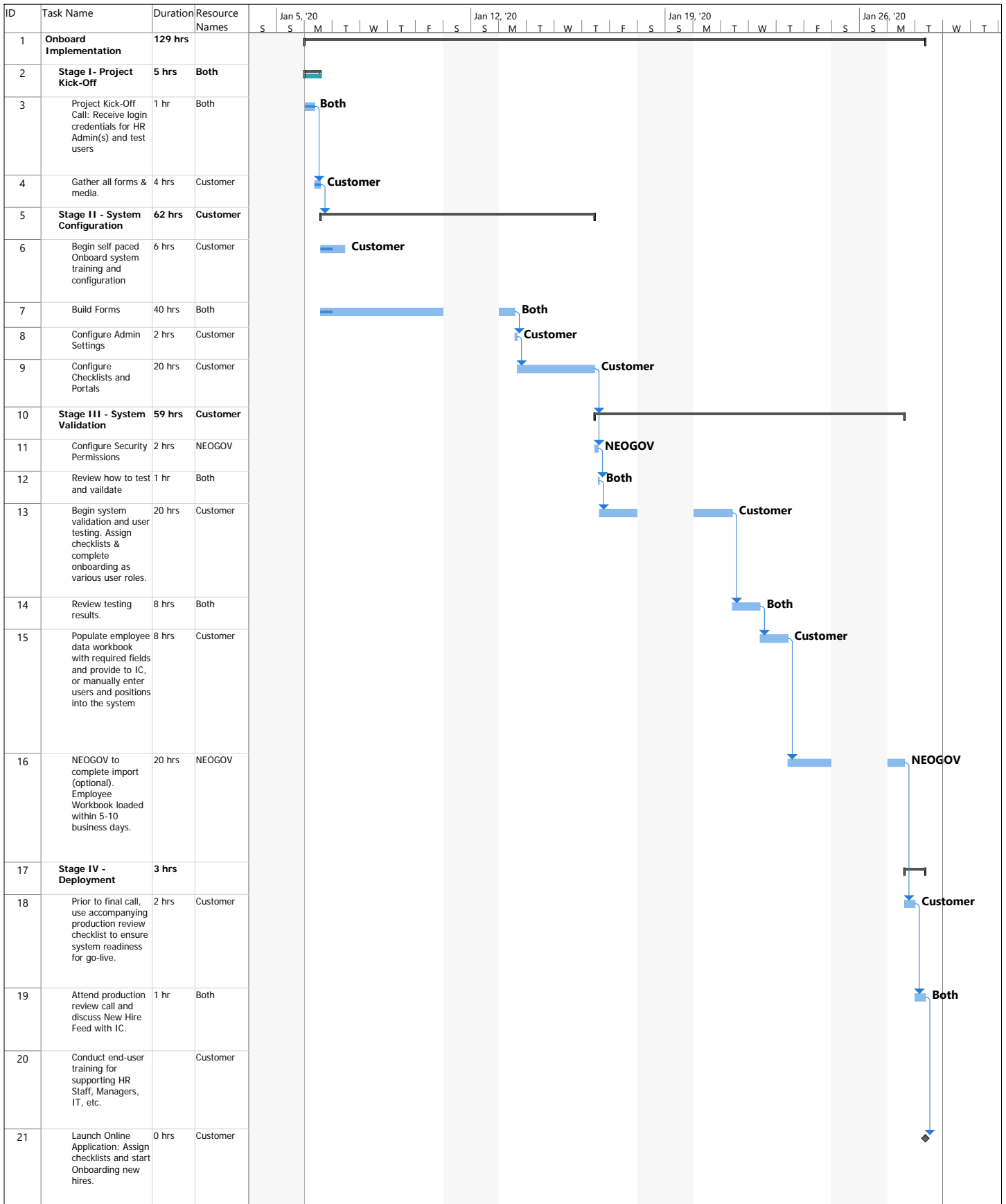
iii. Identify the type and level of Post Live on-site support that the Board's project team will provide to the Board.

Post live on-site support is not necessary. All post live support can be done remotely through web conferencing. Should post live on-site support be request, an additional fee will apply

ID	Task Name	Duration	Resource Names	W1							W2						
				S	M	T	W	T	F	S	S	M	T	W	T		
1	<b>Insight Implementation</b>	<b>56 hrs</b>		[Timeline bar from Monday to Thursday]													
2	<b>Stage I - Project Kick-Off</b>	<b>1 hr</b>	<b>Both</b>	[Timeline bar on Monday]													
3	Project Kick-Off Call	1 hr	Both	[Timeline bar on Monday]													
4	<b>Stage II - Learn and Practice</b>	<b>20 hrs</b>	<b>Both</b>	[Timeline bar from Monday to Wednesday]													
5	Begin self paced Insight system training and configuration	20 hrs	Customer	[Timeline bar from Monday to Wednesday]													
6	Insight New User Training	3 hrs	Customer	[Timeline bar on Monday]													
7	Insight Admin Training	3 hrs	Customer	[Timeline bar on Monday]													
8	Beyond the Basics Training (Optional)	8 hrs	Customer	[Timeline bar from Monday to Wednesday]													
9	Practice Mock Recruitment Scenarios	20 hrs	Customer	[Timeline bar from Monday to Wednesday]													
10	<b>Stage III - System Configuration and Validation</b>	<b>32 hrs</b>	<b>Both</b>	[Timeline bar from Thursday to Tuesday]													
11	Set Up Production Environment	30 hrs	Customer	[Timeline bar from Thursday to Tuesday]													
12	Prior to final call, use accompanying production review checklist to ensure system readiness for go-live	2 hrs	Customer	[Timeline bar on Tuesday]													
13	<b>Stage IV - Finalization</b>	<b>3 hrs</b>	<b>Both</b>	[Timeline bar on Tuesday]													
14	Attend production review call	1 hr	Both	[Timeline bar on Tuesday]													
15	Launch Online Application: Redirect all applicable agency website links to Career Pages	2 hrs	Customer	[Timeline bar on Tuesday]													
16	Complete Online Hiring Center (OHC) Training for Department Users (Optional)		Customer	[Timeline bar on Tuesday]													

Project: Insight Implementation  
Date: Tue 3/10/20

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



Project: Onboard GANTT 2020  
Date: Mon 3/9/20

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

ID	Task Name	Duration	Resource Names	W4																															
				M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
1	<b>Perform Implementation</b>	<b>108 hrs</b>		[Gantt bar for 108 hrs]																															
2	<b>Perform Kick-Off Meeting</b>	1 hr	Both	5/13 [Start-only]																															
3	Receive login credentials for HR Admin(s) and test users	1 hr	Both	[Start-only]																															
4	<b>Begin self paced Perform system training and configuration</b>	<b>37 hrs</b>	Customer	[Gantt bar]																															
5	Configure Admin Settings	2 hrs	Customer	[Start-only]																															
6	Configure Rating Scale(s)	4 hrs	Customer	[Start-only]																															
7	Configure Evaluation Programs	30 hrs	Customer	[Gantt bar]																															
8	Configure Security Permissions	1 hr	NEOGOV	[Start-only]																															
9	Review how to test and validate	1 hr	Both	[Start-only]																															
10	Begin system validation and user testing. Assign evaluations & complete them as various user roles.	30 hrs	Customer	[Gantt bar]																															
11	Review testing results.	1 hr	Both	[Start-only]																															
12	Populate employee data workbook with required fields and provide to IC, or manually enter users and positions into the system	8 hrs	Customer	[Start-only]																															
13	NEOGOV to complete import (optional). Employee Workbook loaded within 5-10 business days.	20 hrs	NEOGOV	[Gantt bar]																															
14	Prior to final call, use accompanying production review checklist to ensure system readiness for go-live.	2 hrs	Customer	[Start-only]																															
15	Attend production review call and discuss New Hire Feed with IC.	1 hr	Both	6/1 [Milestone]																															
16	Launch Online Application: Activate users & assign evaluations.	0 hrs	Customer	6/1 [Milestone]																															

Project: Perform Implementatio Date: Mon 2/24/20	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			



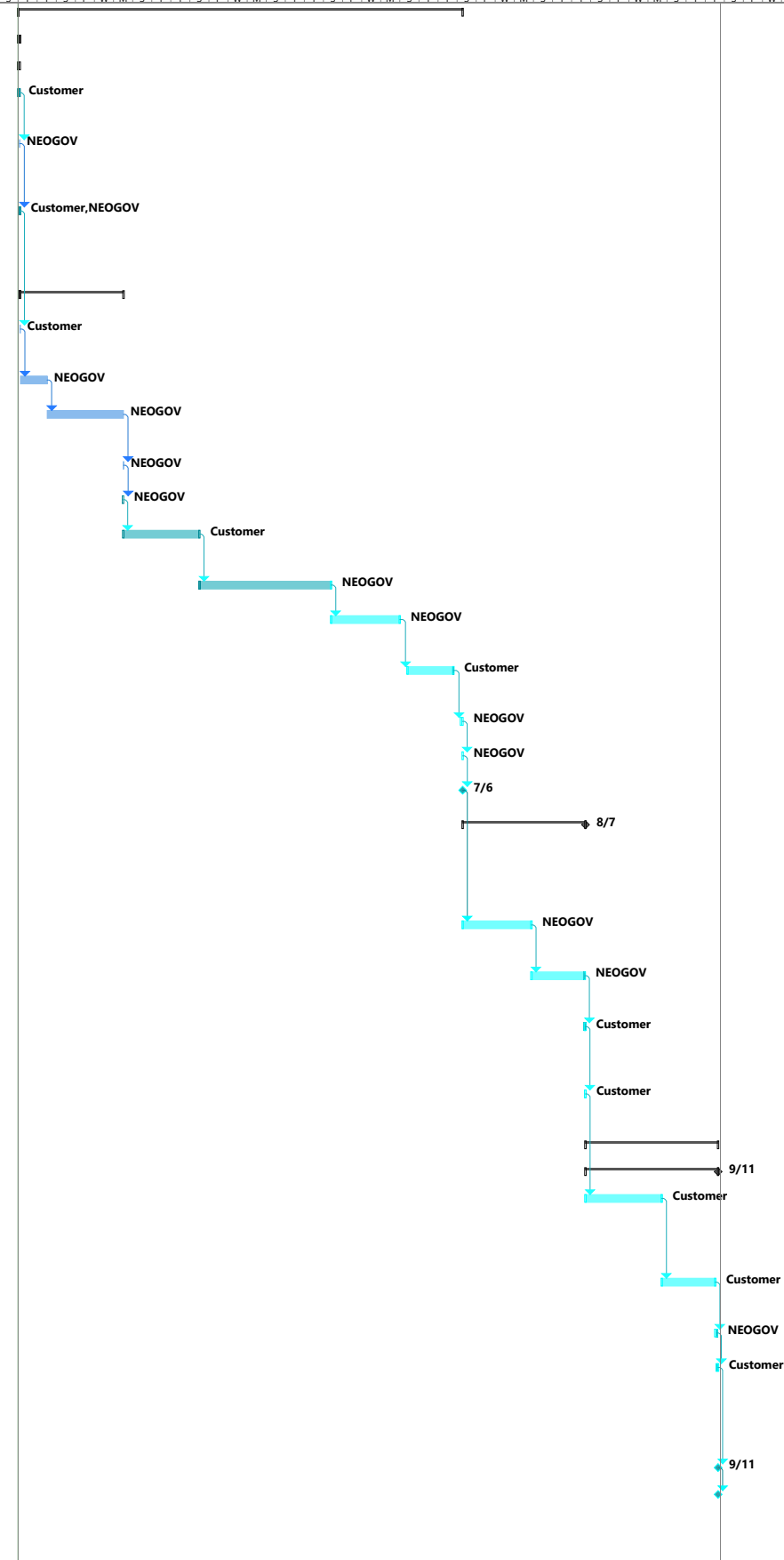
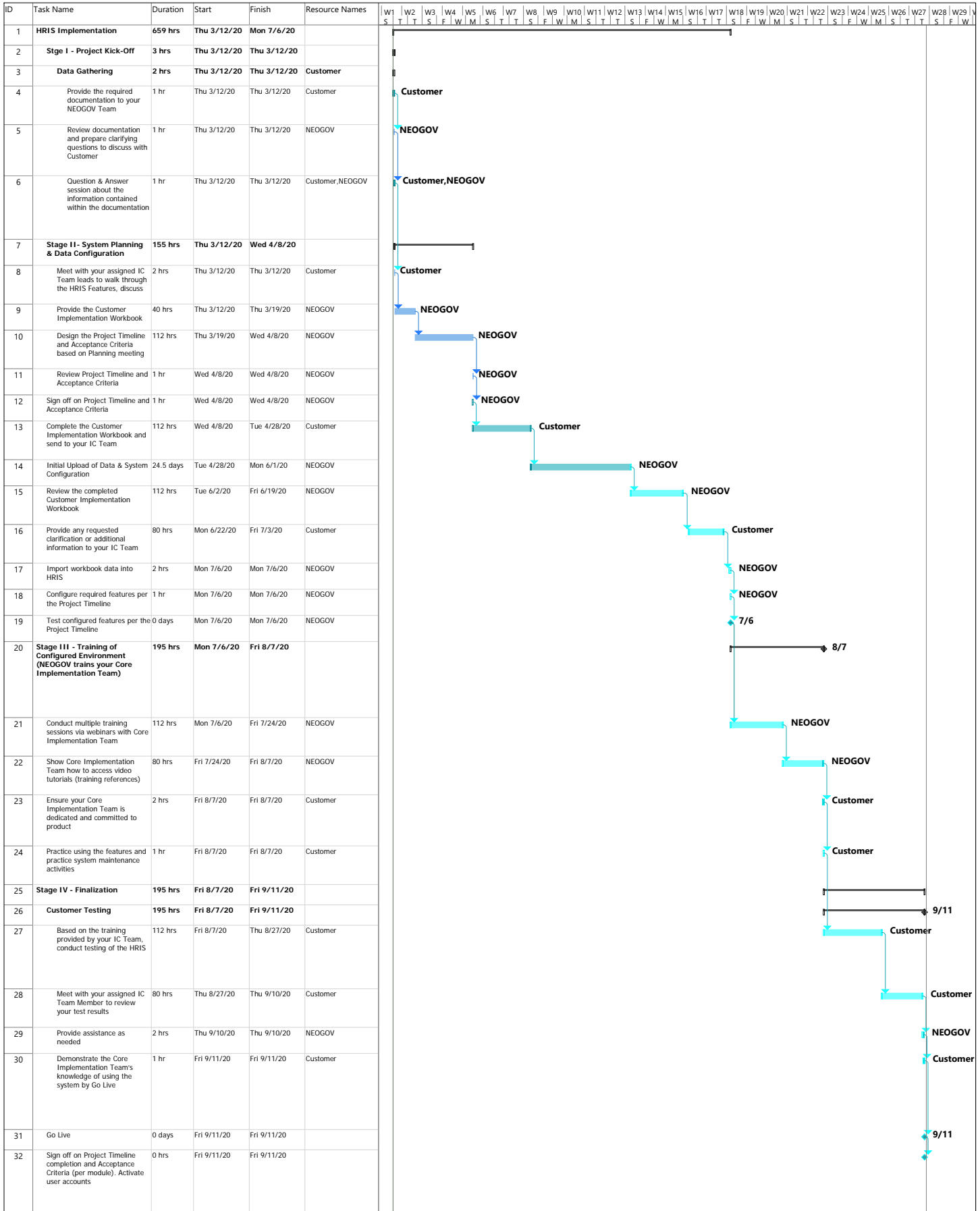
ID	Task Name	Duration	Resource Names	W1	D1	D3	D5	W2	D7	D9	D11	W3	D13			
1	<b>Learn Implementation</b>	<b>77 hrs</b>		[Timeline bar from D-2 to D13]												
2	<b>Stage I - Project Kick-Off</b>	<b>2 hrs</b>	<b>Both</b>	[Timeline bar from D-2 to D-1]												
3	Project Kick-Off Call: Receive login credentials for HR Admin(s) and test users	1 hr	Both	[Timeline bar from D-2 to D-1]												
4	Review Administrative Settings	1 hr	Both	[Timeline bar from D-2 to D-1]												
5	<b>Stage II - System Configuration</b>	<b>23 hrs</b>		[Timeline bar from D-1 to D11]												
6	Begin self paced LE system training and configuration	6 hrs	Customer	[Timeline bar from D-1 to D11]												
7	Configure Admin Settings	2 hrs	Customer	[Timeline bar from D-1 to D11]												
8	Configure Courses	16 hrs	Customer	[Timeline bar from D-1 to D11]												
9	Configure course-specific advanced settings	4 hrs	Customer	[Timeline bar from D-1 to D11]												
10	Configure Security Permissions	1 hr	NEOGOV	[Timeline bar from D-1 to D11]												
11	<b>Stage III - System Validation</b>	<b>50 hrs</b>		[Timeline bar from D11 to D13]												
12	Review how to test and validate	1 hr	Both	[Timeline bar from D11 to D13]												
13	Begin System Validation and User Testing. Test courses with sample employees.	20 hrs	Customer	[Timeline bar from D11 to D13]												
14	Review testing results.	1 hr	Both	[Timeline bar from D11 to D13]												
15	Populate employee data workbook with required fields and provide to IC, or manually enter users and positions into the Learn system.	8 hrs	Customer	[Timeline bar from D11 to D13]												
16	NEOGOV to complete import (optional). Employee Workbook loaded within 5-10 business days.	20 hrs	NEOGOV	[Timeline bar from D11 to D13]												
17	<b>Stage IV - Deployment</b>	<b>3 hrs</b>		[Timeline bar from D13 to D14]												
18	Prior to final call, use accompanying production review checklist to ensure system readiness for go-live.	2 hrs	Customer	[Timeline bar from D13 to D14]												
19	Attend production review call and discuss New Hire Feed with IC.	1 hr	Both	[Timeline bar from D13 to D14]												
20	Conduct end-user training		Customer	[Timeline bar from D13 to D14]												
21	Launch Online Application: Activate and assign courses and activate users.	0 hrs	Customer	[Timeline bar from D13 to D14]												

Project: Learn Implementation  
Date: Mon 3/9/20

Task		Inactive Summary		External Tasks
Split		Manual Task		External Milestone
Milestone		Duration-only		Deadline
Summary		Manual Summary Rollup		Progress
Project Summary		Manual Summary		Manual Progress
Inactive Task		Start-only		
Inactive Milestone		Finish-only		

ID	Task Name	Duration	Resource Names	11, '19					Aug 18, '19					Aug 25, '19					Sep 1, '19					Se							
				T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
1	<b>eForms Implementation</b>	<b>99 hrs</b>																													
2	<b>Stage I - Project Kick-Off</b>	<b>5 hrs</b>																													
3	<b>eForms Kick-Off Meeting</b>	<b>1 hr</b>	<b>Both</b>																												
4	Receive login credentials for HR Admin(s) and test users	1 hr	Both																												
5	Gather all forms to send to your IC to build. Save one dynamic form and one background to build yourself	4 hrs	Customer																												
6	<b>Stage II - System Configuration</b>	<b>41 hrs</b>																													
7	Begin self paced eForms system training and configuration	6 hrs	Customer																												
8	Build Forms	10 hrs	Both																												
9	Process Call	1 hr	Both																												
10	Configure Admin Settings	1 hr	Customer																												
11	Configure any Employee Processes	20 hrs	Customer																												
12	Review the Employee Document Management functionalites	2 hrs	Customer																												
13	Configure Security Permissions	1 hr	NEOGOV																												
14	<b>Stage III - System Validation</b>	<b>52 hrs</b>																													
15	Review how to test and vaildate	1 hr	Both																												
16	Begin system validation and user testing. Test each quick link and/or assigned processes to verify workflows and form permissions.	20 hrs	Customer																												
17	Review testing results.	1 hr	Both																												
18	Populate employee data workbook with required fields and provide to IC, or manually enter users and positions into the eForms system	8 hrs	Customer																												
19	NEOGOV to complete import (optional). Employee Workbook loaded within 5-10 business days.	20 hrs	NEOGOV																												
20	Prior to final call, use accompanying production review checklist to ensure system readiness for go-live.	2 hrs	Customer																												
21	<b>Stage IV - Deployment</b>	<b>1 hr</b>																													
22	Attend production review call to review production review checklist and customer led demo	1 hr	Both																												
23	Conduct end user training																														
24	Launch Online Application: Activate and assign processes and activate users.	0 hrs	Customer																												

Project: eForms GANTT 2020 Date: Fri 3/13/20	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



**Project: HRIS Gantt 2020.1**  
Date: Thu 3/12/20

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

# Section 9: Support & Ongoing Services

## a. Transition to Support (Section 9.1):

<p>i. Describe the process of preparing the Board for Live Processing.</p>	<p>A production review call will be held once the system is configured, tested, and if you choose, all employee data has been uploaded. The purpose of the production review call is to have the assigned consultant review the setup to ensure everything is configured to work exactly as intended. The first part of the call is to review the Production Review Checklist. The checklist contains required as well as optional features in the systems that will be reviewed with the NEOGOV Implementation consultant. This acts as a final check-through of your system before Go-Live.</p>
<p>ii. Describe the role of the Respondent's Support Department in this process.</p>	<p>NEOGOV's Customer Service team will come in about 30 days post go-live. At that time, they will be available via the methods and times listed below to assist the County with any questions or concerns they may have.</p>

## b. Support Hours & Availability (Section 9.2):

<p>i. Provide the hours, phone number, location and nature of the Respondent's telephone support services.</p>	<p>The NEOGOV Customer Support Help Desk is fully staffed:</p> <ul style="list-style-type: none"> <li>- M – F, 6:00 am – 6:00 pm Pacific Time for phone support.</li> <li>- M – F, 6:00 am – 6:00 pm Pacific Time for email support @ customersupport@neogov.net</li> <li>- M – F, 6:00 am – 6:00 pm Pacific Time for applicant support @ applicantsupport@neogov.net</li> </ul> <p>-Online support and emergency technical support is available 24x7.</p>
<p>ii. Describe all methods for contacting and connecting with the Respondent's product support.</p>	<p>NEOGOV's CS team can be contacted via email or telephone. Tickets can also be submitted through the NEOGOV Community.</p>

## c. Support Features & Approach (Section 9.3):

<p>i. Define what services are covered by the Respondent's maintenance contract.</p>	<p>NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, NEOGOV database security, and integrity of Customer Data stored in the NEOGOV database. Preventive system maintenance is conducted by NEOGOV from</p>
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	time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance
	Some new features/upgrades may be added for that information at this time. System updates

**d. Priorities & Escalation (Section 9.4):**

i. Define the support call priority levels, the criteria used to determine the priority, and the response times associated with each level.	<ul style="list-style-type: none"> <li>• Priority 1: There has been a system outage. In this case, response and resolution are ASAP and the work will be started immediately.</li> <li>• Priority 2: Users are able to conduct daily work but are encountering issues. Response time is 2 hours for communication and resolution is investigated immediately. Resolution communications are initiated and followed up with by the support desk team. The resolution timeline varies by the type of case, timeline, and scope.</li> <li>• Priority 3: Users can conduct daily work, no error messages, but would like a specific feature to work more effectively. In this case, response time is 8 hours for communication and resolution is investigated within 2 working days. Resolution communications are initiated and followed up with by the support desk team. Resolution timeline varies by the type of case, timeline, and scope.</li> </ul>
ii. Does the Respondent allow for escalation of support calls?	Yes, calls that are unable to be resolved by our level 1 support specialist and require development assistance are escalated. On average typically 0-5 cases can be escalated per week.
iii. Explain the call escalation procedure.	The Level 1 support specialist, interacts with the customer, identifies the issue, writes up a QA and escalates issue to Level 2 Support specialist. Issue is investigated by L2; if determined to be a valid issue, L2 escalates ticket to the

	Development Team and issue is then assessed and prioritized.
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**e. Upgrades, Fixes, Releases (Section 9.5):**

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	System updates are applied automatically to all users once released by NEOGOV. A NEOGOV Product Manager will release an email about the version update to detail any enhancements or
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upgrades?	
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	System updates/enhancements are included in have an associated cost.
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	Bug fixes and product enhancements are environments by NEOGOV. There is no customer involvement required.
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**f. Support Tools (Section 9.6):**

i. Does the Respondent provide and maintain a customer-only support website with tools and features to assist the Board?	Yes, the NEOGOV Community is our customer only support website
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ii. Does the Respondent provide and maintain a searchable knowledgebase of product support materials for the Board?	NEOGOV customers have access to the NEOGOV Community which includes user guides and videos to help with implementation and training, as well as an FAQ section.
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iii. Does the Respondent provide and maintain an electronic forum for collaboration between customers and employees?	The NEOGOV Community includes an online forum for customers to share knowledge or resources, as well as, ask and answer each other's questions.
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iv. Does the Respondent facilitate and manage local, regional, and national user groups?	NEOGOV holds monthly user group meetings that drive discussion about product features, enhancements, and customer priorities. This community drives the product roadmap and
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	helps NEOGOV prioritize what features make performance management more effective and efficient for all our customers.
v. Provide information about the location, frequency, and value of these groups.	The user groups are held via web conference on a monthly basis

## Section 10: Scope of Services

NEOGOV has thoroughly read the requirement mentioned throughout the RFP document and has provided information to display our ability to meet the needs stated. We offer a full suite of products to support an employee throughout their entire employee lifecycle. With our modules, the County's HR department can track and manage their entire workforce with our easy-to-use solutions.

Our Core HR module includes salary administration, position management, effective dating, benefits and more. A wide range of employee benefits are supported through our HRIS. Employee health and welfare plans, such as, medical plans, dental plans, vision care plan, life assurance, and disability plans are all supported. On screen alerts are also standard functionality so an employee will be aware of any changes made that may impact their benefits. Core HR, along with the other NEOGOV modules, provide easy-to-use employee self-service portals that allow employees to view and update their information without needing to involve the HR department. Layered with a Payroll module that handles complex payroll requirements with ease and allows access to a number of forms like W2s, 1095s, T4s and more, and a Time and Attendance module, NEOGOV's HRIS is able to handle the County's HR needs.

Within our Applicant Tracking System, Insight, hiring top quality applicants is faster and more efficient. Insight can accept job applications online, automatically store and access applications in the applicant database. Using the applications stored in your applicant database, HR can proactively search for specific applicants or for a particular skill. Insight allows the agency to create job posts and advertise them more quickly and efficiently, drastically reduce your time-to-hire. The system can also attract "passive" applicants with automatic job interest cards. Job interest cards give applicants the ability to enter their contact information for any one of your agency's jobs and be notified automatically when you open it for recruitment.

With our Onboard module, the County can configure their onboarding processes to make it specific to their needs. New hires can complete their onboarding process through an online self-service portal. The new hire can track their progress in real-time right on their dashboard. The County's HR department can track where the employee is in the onboarding process using reports. Using Onboard can also be used for preboarding a new hire and offboarding an employee. Onboard has intuitive Dashboards that assist with tracking deadlines, checklists, workflows, and other relevant tasks. This system is easy-to-use and helps employees feel like they are a part of the organization from day one.

NEOGOV's learning management software, Learn, increases the productivity, safety, and retention of your workforce with engaging training. Learn simplifies employee training by assigning engaging content from a library of 1,600+ courses. Administrators can roll out new courses (SCORM, custom, or classroom) with ease, and track progress and completion of both online and classroom courses. Learn also allows for managers to upload content easily and customize courses that employees will enjoy using. Our system nurtures a learning mindset that helps employees reach their full potential.

## Section 11: References

### 1. County of Sonoma (CA)

	Spencer Keywood	<b>Address:</b>	
	spencer.keywood@sonoma-county.org		
	(707) 565-3568 (t) (707) 565-3770 (f)		
	2010 (Insight), 2011 (HRIS)		
<b>Implementation Details:</b>	<ul style="list-style-type: none"> <li>Name and version of the software implemented: NEOGOV SaaS</li> <li>If provided for flexible scheduling: Scheduling capabilities described in the RFP</li> </ul>		

### 2. City of West Fargo (ND)

<b>Contact Name:</b>	Jenna Wilm	<b>Address:</b>	
<b>Email Address:</b>	jenna.wilm@westfargond.gov		
<b>Telephone Number:</b>	(701) 433-5335 (t)		
<b>Date of Service:</b>	12/2018 (Insight, Learn, Perform), 8/2019 (HRIS)		
<b>Implementation Details:</b>	<ul style="list-style-type: none"> <li>Name and version of the software implemented: NEOGOV SaaS</li> <li>Brand and model of the hardware implemented: N/A</li> <li>Number of pay and leave categories: Unknown</li> <li>Average number of employees processed for each payroll period: 260</li> <li>If software was a web-based application: Yes</li> <li>If provided for flexible scheduling: Scheduling capabilities described in the RFP</li> </ul>		

### 3. County of San Luis Obispo (CA)

<b>Contact Name:</b>	Deborah Erb	<b>Address:</b>	1050 Monterey St.
<b>Email Address:</b>	derb@co.slo.ca.us		San Luis Obispo, CA
<b>Telephone Number:</b>	(805) 784-4882		93408
<b>Date of Service:</b>	7/2014 (Insight, Onboard, Perform), 7.2018 (Learn), 10/2019 (eForms)		
<b>Implementation Details:</b>	<ul style="list-style-type: none"> <li>Name and version of the software implemented: NEOGOV SaaS</li> <li>Brand and model of the hardware implemented: N/A</li> <li>Number of pay and leave categories: N/A</li> <li>Average number of employees processed for each payroll period: N/A</li> <li>If software was a web-based application: Yes</li> <li>If provided for flexible scheduling: Scheduling capabilities described in the RFP</li> </ul>		

## 4. City of Oak Harbor (WA)

<b>Contact Name:</b>	Emma House	<b>Address:</b>	
<b>Email Address:</b>	ehouse@oakharbor.org		
<b>Telephone Number:</b>	(360) 279-4518		
<b>Date of Service:</b>	9/2016 (Insight), 7/2017 (Perform), 11/2018 (Onboard), 10/2019 (CoreHR, eForms, Learn)		
<b>Implementation Details:</b>	<ul style="list-style-type: none"> <li>• Name and version of the software implemented: NEOGOV SaaS</li> <li>• If provided for flexible scheduling: Scheduling capabilities described in the RFP</li> </ul>		

## 5. Pierce Transit (WA)

<b>Contact Name:</b>	Samantha Einarson	<b>Address:</b>	
<b>Email Address:</b>	seinarson@piercetransit.org		
<b>Telephone Number:</b>	(253) 581-8101		
<b>Date of Service:</b>	3/2016 (Insight), 8/2017 (Onboard, Perform), 12/2018 (Learn), 3/2019 (eForms)		
<b>Implementation Details:</b>	<ul style="list-style-type: none"> <li>• Name and version of the software implemented: NEOGOV SaaS</li> <li>• Brand and model of the hardware implemented: N/A</li> <li>• Number of pay and leave categories: N/A</li> <li>• Average number of employees processed for each payroll period: N/A</li> <li>• If software was a web-based application: Yes</li> <li>• If provided for flexible scheduling: Scheduling capabilities described in the RFP</li> </ul>		

# Proposed Pricing

## Annual Recurring Fees

Line	Description	Recurring Cost
1	Insight Enterprise Edition (IN) » IN License	<b>INCLUDED</b>
2	Candidate Text Messaging (CTM) » CTM Subscription	<b>INCLUDED</b>
3	Onboard (ON) » ON License	<b>INCLUDED</b>
4	Perform (PE) » PE License	<b>INCLUDED</b>
5	Learn (LE) » LE License	<b>INCLUDED</b>
6	eForms (EF) » EF License	<b>INCLUDED</b>
7	Human Resources (Core) » Core License	<b>INCLUDED</b>
8	Benefits » Benefits License	<b>INCLUDED</b>
9	Payroll » Payroll License	<b>INCLUDED</b>
10	Time & Attendance » T&A License	<b>INCLUDED</b>
11	Payroll Services » Payroll Services License	<b>OPTIONAL</b>
<b>SUB-TOTAL</b>		<b>\$144,981,00</b>
<b>INCLUDING OPTIONAL</b>		<b>\$169,918.00</b>

*Non-Recurring Fees*

Line	Description	Non-Recurring Fees
12	INSIGHT (IN) » Setup & Implementation » Training	<b>INCLUDED</b>
	ONBOARD (ON) » Setup & Implementation » Training » Onboard form building as Professional Service <sup>2</sup>	<b>INCLUDED</b>
	PERFORM (PE) » Setup & Implementation » Training	<b>INCLUDED</b>
	LEARN (LE) » Setup & Implementation	<b>INCLUDED</b>
	eFORMS (EF) » Setup & Implementation	<b>INCLUDED</b>
	HRIS (Core HR, Benefits, Payroll, Time & Attendance) » Setup & Implementation » Training	<b>INCLUDED</b>
	Payroll Services » Payroll Services Implementation	<b>OPTIONAL</b>
<b>SUB TOTAL</b>		<b>\$15,500.00</b>
<b>ORDER TOTAL</b>		<b>\$160,481.00</b>
<b>INCLUDING OPTIONAL</b>		<b>\$187,918.00</b>

<sup>1</sup> More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference. Note: Items designated as Not Applicable (N/A, NA) on the Order Summary are not included. Customers may request a quote for these services at their discretion through the term of this contract.

<sup>2</sup> NEOGOV ON includes I9 and W4 standard forms that are regularly updated by NEOGOV. Additional form building or form update services are available from NEOGOV Professional Services at the following costs:

- » Background Forms | \$295 per form
- » Dynamic Forms | \$195 per form
- » Updates to Existing Forms | \$200 an hour

Additionally, during the term of any subscription license, the Customer will receive:

- » Customer Support | Provided to the Customer through online resources available 24 hours a day and through live personal services available by telephone Monday - Friday 6 AM to 6 PM Pacific Time (excluding NEOGOV holidays).
- » Product Upgrades to Licensed Software | Customer shall receive all product upgrades to purchased packages. Product upgrades are automatic and available upon the next login following a product upgrade rollout.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABD Insurance & Financial Services 450 Sansome Street, #300 San Francisco, CA 94111  www.theabdteam.com	<b>CONTACT NAME:</b> Certificate Request <b>PHONE (A/C, No, Ext):</b> 415-483-7770 <b>E-MAIL ADDRESS:</b> TechCertRequest@theabdteam.com	<b>FAX (A/C, No):</b> 415-483-7769
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Governmentjobs.com, Inc. (NEOGOV) 300 Continental Blvd. Suite 565 El Segundo CA 90245	<b>INSURER A:</b> Berkley National Insurance Company	38911
	<b>INSURER B:</b> Berkley Regional Insurance Company	29580
	<b>INSURER C:</b> Westchester Surplus Lines Insurance Co	10172
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 54685748

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP 7011473	8/25/2019	8/25/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TCA 7011474	8/25/2019	8/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$10,000			TCP 7011473	8/25/2019	8/25/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC 7011475	8/25/2019	8/25/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Technology- Errors & Omissions, Incl. Cyber, Network Security, Data Breach			F14845562 002	1/25/2020	8/25/2020	Limit: \$1,000,000; Retention: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations of the Named Insured.  
 Okaloosa County, the interest of all entities named, their respective Officials, Employees and Volunteers of each and all other interests as may be reasonably are included as additional insureds as respects General Liability, Automobile Liability and Umbrella Liability policies, but only to the agreement extent required by written contract or written agreement. Primary Wording applies with respects to General Liability and Automobile Liability. Waiver of subrogation applies to General Liability, Automobile Liability and Umbrella Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County Newman C. Brackin Building, 302 N. Wilson Street, 3rd Floor Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Rod Sockolov
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ACORD 25 (2016/03)

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# NEOGOV's Key Personnel

## *Executive Management*

### **NEOGOV CEO**

*Shane Evangelist*

For the past couple of years, Shane has served as NEOGOV's Chief Executive Officer, overseeing the creation and execution of long-term product strategy. Under his leadership, NEOGOV has seen expansive growth in public sector and higher education clients, increases in customer satisfaction, and a more contemporary start-up environment. His responsibilities include:

- Oversees creation and execution of long-term product strategy
- Responsible for executive leadership and management of the company

### **Chief Revenue Officer**

*Matt Redden*

As the CRO, Matt leads the business development, sales, marketing, pricing, training, partner strategy and revenue management for NEOGOV. The job is to test demand generation, selling, growth hacking, etc., to measure success and failure, and know when, where and how to "double-down."

- Develop growth strategies with the executive team and board of directors
- Create accountability within the company by developing appropriate metrics and coordinating compensation and promotions with these metrics
- Monitor the revenue pipeline and leads, adjusting as necessary to create sustainable growth
- Establish both short-term results and long-term strategy, including revenue forecasting
- Oversee all Channel/Partner Development -- adding new sales channels and 3rd party resellers and partners

### **Chief Technology Officer / Chief Information Officer**

*Durga Palamakula*

Durga in his role as CTO/CIO leads the technology and product vision for our SaaS based human resources and management platform. He is passionate about building efficient and innovative software products for Public Sector while making sure our platform meets the industry standards for reliability, performance and security. His core responsibilities include:

- Define product direction and strategy that serves the overall company vision, while delivering best possible value for customers
- Build a world class team; foster and support a culture of innovation and excellence in product, engineering and IT teams
- Work closely with executive team to define project priorities and milestones. While collaborating with product management, engineers, architects, and operation teams on product delivery that meet customer requirements and quality standards.

## Chief Customer Success Officer

*Tracey Virtue*

Our Chief Customer Success Officer is Tracey Virtue. Tracey leads our implementation and customer success teams to ensure a seamless process for all our customers and partners. She operates across our departments to bring together all our company resources in order to better serve you. Her responsibilities include:

- Executive oversight of NEOGOV Customer Support and Professional Services
- Identify opportunities for product growth, improvement and efficiency

## Chief Financial Officer

*Stephen Koo*

As CFO, Stephen leads the accounting and financial planning functions of the company, including the development of annual budgets and long-term plans, management of financial risks, tracking of operational and financial KPIs, record-keeping, and financial reporting. In addition to his finance functions, Stephen is also responsible for:

- Overseeing the HR and Legal departments
- Evaluating potential strategic mergers and partnerships
- Communicating financial and operating results to the Board of Directors and key investors

## Product

### Director of Product - Insight

*Michelle Cline*

As a former Customer Success Manager and current Product Manager for NEOGOV's flagship product - Insight, Michelle has over 12 years of experience in ensuring customer satisfaction with NEOGOV's products. She currently is responsible for the following:

- Lead initiatives for new product features to our flagship product used by over 1,600 customers.
- Analyze and design new features, develop functional requirements. Coordinate with development and QA teams.
- Develop and distribute enhancement release notes.
- Conduct monthly user calls with customers on a variety of human resource and system-related topics.
- Conduct customer product demos.
- Liaison to customer support and sales team on issues as well as product roadmap.

## Director of Product - OHC, Analytics & GovernmentJobs.com

*Vidya Prabhakara*

With over 7 years of experience managing various NEOGOV products and projects, and with over 15 years of background in software product development and management, Vidya is highly qualified in ensuring NEOGOV's products exceed our customer's expectations. She is currently responsible for the following:

- Define the product roadmap for OHC that aligns with NEOGOV vision, after analyzing the market, customer requirements and competitive analysis
- Work directly with the team of Business Analysts, Developers and Quality Analysts to define user.

## Director of Product Onboard & eForms

*Pamela Kubiak*

With over eight years of experience in HR software and processes in both private and public sector, Pamela's areas of expertise ranged from evaluations, new hire onboarding, HRIS and reporting, social engagement, peer-to-peer recognition, and employment lifecycle changes. As of late, her primary focus has been on onboarding, offboarding and employment lifecycle changes. She is currently responsible for the following:

- Oversees all initiatives involved with NEOGOV's Onboard and eForms Product, from writing specifications for future enhancements to managing product roadmaps
- Works extensively with public sector HR professionals and product engineers to prioritize the HR technology features you need
- Conduct User Testing calls for new product as well as new features within existing products
- Conduct informational as well as training calls for users to stay engaged with the everchanging landscape

## Learn Product Manager

*Luigi Naguit*

Luigi drives the momentum behind NEOGOV's Learn product, translating your business requirements into detailed functional specifications and creating a centralized learning management tool that seamlessly connects with all NEOGOV products. His HR and innovation expertise are the driving force behind many of NEOGOV's innovations and products to bring you a high quality, easy to use training solutions. His responsibilities include:

- Analyze and design new features for the Learn system
- Coordinate new product initiatives with Customer Success, Development, QA, Design, and Sales/Marketing teams
- Create and distribute enhancement release notes
- Conduct monthly user calls with customers and Learn product demos
- Liaison to customer support and sales team on issues as well as product roadmap

## Perform Product Manager

*Geoff Brown*

Geoff oversees all initiatives involved with NEOGOV's Perform Product, from enhancement release webinars with NEOGOV clients to user calls on human resources and system-related topics. He and his team are ready to provide consultations on best practices and system configurations that meet your business needs. His responsibilities include:

- Analyze and design new features for the Perform system
- Coordinate with Customer Success, Development, QA, Design, and Sales/Marketing teams to push out new product initiatives
- Produce and distribute enhancement release notes
- Conduct monthly user calls with customers and hold product demos for Perform
- Coordinate with customer support and sales team on issues as well as product roadmap

## HRIS Product Manager

*Todd Hutchings*

Todd has specialized in human resources, payroll services, benefit administration, & payroll tax services for over 13 years. His extensive knowledge and background of automating human resources processes has allowed numerous agencies to maximize their efforts and efficiency. His responsibilities include:

- Executing deployments and best practice coaching for customers
- Managing the development of Core HR, Time and Attendance and Payroll software, as well as implementation
- Tracking and ensuring support SLA's are being achieved and exceeded
- Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics
- Conducting quality & product usage checks to ensure customer & product satisfaction expectations are being satisfied for customers and that a high level of service is being delivered
- Developing and maintaining project plans, issues logs, status reports, and time/ budget reports
- Collect, understand, and articulate basic to complex customer requirements and understand how to translate business requirements into configuration options and business process changes

## Implementation

*\*Implementation Consultants are assigned based on the product being implemented. Specific consultants are strategically paired with agencies to successfully implement the desired product.*

### Director of Professional Services

*Krystyna Mishler*

One of the most important team members to customer success is Krystyna Mishler, our Director of Professional Services. Krystyna works diligently to manage our software implementation consultant team. She is responsible for ensuring your NEOGOV product implementations are on time and either meet or exceed your expectations. She also oversees all professional services, including implementations, consulting, and training (including NEOGOV University).

### Implementation Consultant

*Miya Jin*

Miya is an Implementation Consultant at NEOGOV with over 3 years of experience working with NEOGOV products and 4 years of experience total working to ensure customer success. She currently works with assigned customers on implementation, coaching for best practices and ensuring customer success with our Insight, Onboard, Perform and eForms products.

### Implementation Consultant

*Caitlin Jordan*

Caitlin is an Implementation Consultant with over 5 years of experience in account & customer analysis as well as customer care. She currently works with customers by providing them with training, support and implementation consultation for our Learn and Perform Products.

### Implementation Consultant

*Chris Lai*

Chris has 2 years experience with NEOGOV's products and 3 years of experience total working to ensure customer success. He currently works with our clients on Onboard and Learn implementations, consulting for best practices, and ensuring overall customer satisfaction.

### Implementation Consultant

*Ryan Horne*

Ryan is an Implementation Consultant at NEOGOV with 4 years of experience in product development in tech, and over 5 years of product development elsewhere. Ryan currently works with customers in the capacity of providing training, support, and implementation advice for our Onboard and Perform Products.

### Implementation Consultant

*Beth Fleek*

Beth is an Implementation Consultant here at NEOGOV with over 2 years of experience working with NEOGOV products and 6 years of experience total working on implementations. She currently works with assigned customers on implementation, coaching for best practices and ensuring customer success with our Insight and Onboard products.

**Implementation Consultant***Jason Hanna*

Jason has over 10 years' experience with NEOGOV's products and 17 years of experience total working on implementations. He currently works with our clients on Insight and Onboard implementations, consulting for best practices, and ensuring overall customer satisfaction.

**Implementation Consultant***Lisa Elices*

Lisa is an Implementation Consultant here at NEOGOV with over 13 years experience with NEOGOV's products and 16 years of experience total working on implementations. She currently works with our clients on Insight and Learn implementations, consulting for best practices, and ensuring overall customer satisfaction.

**Implementation Consultant***Catherine Chao*

Catherine is an Implementation Consultant with over 4 years experience with NEOGOV's products working to ensure customer success. She currently works with our clients on Insight, Onboard and Perform implementations.

**Implementation Consultant***Karen Ross*

Karen has over a year's experience with NEOGOV's products and working to ensure customer success. She currently works with our Insight module.

**Implementation Consultant***Belen Zuniga*

Belen is an Implementation Consultant here at NEOGOV with over 4 years of experience with NEOGOV's products working to ensure customer success. She currently works with our clients on Perform implementations, consulting for best practices, and ensuring overall customer satisfaction.

**Implementation Consultant***Matt Koehler*

Matt is an Implementation Consultant at NEOGOV with over 5.5 years experience with NEOGOV's products and 8 years of experience total working on implementations. He currently works with our clients on Onboard and integration implementations.

**Implementation Consultant***Steve Williams*

Steve is an Implementation Consultant with over 11 years experience with NEOGOV's products and 16 years total working to ensure customer success. He currently works with our clients on integration implementations, consulting for best practices, and ensuring overall customer satisfaction.

**Implementation Consultant***Nick Manos*

Nick is an Implementation Consultant here at NEOGOV with over 5 years experience with NEOGOV's products to ensure customer success. He currently works with our clients on integration implementations, consulting for best practices, and ensuring overall customer satisfaction.



## Implementation Consultant

*Ladovia Reid*

Ladovia is an Implementation Consultant at NEOGOV with over 7 years of experience working on implementations. He currently works with our clients on our HR Core, Payroll and Time & Attendance modules.

## Implementation Consultant

*Makenzi Hughes*

Makenzi is an Implementation Consultant here at NEOGOV with previous experience supporting applicants and guaranteeing customer success. She currently works with our clients on HR Core, Payroll and Time & Attendance implementations, consulting for best practices, and ensuring overall customer satisfaction.

### The Implementation Consultant's responsibilities include:

- Executing deployments and best practice coaching for customers
- Executing daily operations for assigned customers and implementations, including schedules, time tracking, health check delivery, etc.
- Tracking support level and customer satisfaction metrics; Ensure the support SLA's are being achieved and exceeded - Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics
- Conducting quality & product usage checks to ensure customer & product satisfaction expectations are being satisfied for customers and that a high level of service is being delivered
- Developing and maintain project plans, issues logs, status reports, and time/ budget reports
- Troubleshooting by replicating reported issues in a test environment and summarize issues accurately and succinctly in QA steps; develop and execute robust and creative test case scenarios
- Collect, understand, and articulate basic to complex customer requirements and understand how to translate business requirements into configuration options and business process changes
- Creating and maintain training material to supplement product enhancements

## Customer Success

### Customer Success Manager

*Mykesha Mack*

Mykesha Mack currently leads the Customer Success Team here at NEOGOV. She's spent her entire professional career at NEOGOV working with customers like you to ensure that they were able to successfully optimize their performance with NEOGOV's products. Her responsibilities include:

- Managing NEOGOV's Customer Success Team
- Develop online user tutorials, guides, and forums to allow customers to have a better understanding of product best practices
- Consult with customers to evaluate core HR processes and provide knowledge into immediate applications of NEOGOV products
- Troubleshoot customer needs over the lifetime of product use

## Contact

[www.linkedin.com/in/shane-evangelist-a72354](http://www.linkedin.com/in/shane-evangelist-a72354) (LinkedIn)

## Top Skills

E-commerce  
Product Management  
Online Advertising

## Education

Southern Methodist University -  
Cox School of Business MBA,  
Finance · (1999 - 2000)

The University of New Mexico -  
Robert O. Anderson School of  
Management  
BBA, Marketing · (1992 - 1997)

# Shane Evangelist

CEO at NEOGOV  
Greater Los Angeles Area

## Experience

NEOGOV  
CEO  
April 2017 - Present  
El Segundo, California

Leading provider of talent management software to government and higher education

US Water Filters  
Board Of Directors  
April 2012 - Present  
Greater Minneapolis-St. Paul Area

Tourneau  
Advisory Board Member  
September 2016 - February 2018  
New York, New York

US Auto Parts  
CEO, Board Of Directors  
October 2007 - March 2017  
Carson, California

PS I Love You  
Board Member  
February 2011 - June 2015  
Los Angeles, California

Blockbuster  
7 years 7 months

SVP & GM, Blockbuster Online  
January 2004 - October 2007  
Dallas, Texas

Vice President Of Strategic Planning April  
2000 - January 2004  
Dallas, Texas

IBM  
Business Unit Executive  
1997 - 2001

## Contact

714-390-6684

Tracey@TraceyVirtue.com

www.linkedin.com/in/traceyvirtue

(LinkedIn)

www.traceyvirtue.com (Other)

## Top Skills

Leadership

Strategic Planning

Business Process Improvement

## Languages

English (Native or Bilingual)

French (Limited Working)

## Honors-Awards

UCLA Anderson - Dean's MBA

Honor Society Award

Carleton University Academic High

Honor Award - Bachelor of

Commerce

## Education

University of California, Los Angeles - The Anderson School of Management

Master of Business Administration (MBA) · (2010 - 2012)

ESSEC - ESSEC Business School

Strategic Service Innovation and Strategy (2011 - 2011)

Carleton University

Bachelor of Commerce, Management Information Systems · (1991)

## Tracey Virtue, MBA

Vice President - Marketing Operations, Customer Success & Software  
Orange County, California Area

## Experience

### NEOGOV

Vice President - Marketing Operations, Customer Success & Software Implementation

2017 - Present

El Segundo, CA

Recruited by the CEO to join company's executive management team. I am responsible for accelerating company growth, strengthening the customer experience, expanding brand awareness, and improving operations.

- ◆ Develop and execute the company's strategic plan for long term growth and profitability

- ◆ Continuously improve operations to exceed customer expectations and provide world-class customer service

- ◆ Increase brand recognition and sales performance through effective digital and traditional marketing strategies

- ◆ Implement global brand strategy coordinating cross-functional efforts involving sales, marketing, customer service, finance, HR, R&D, and software implementation

- ◆ Evaluate and clarify KPIs to measure both short and long term performance of functional areas

- ◆ Identify opportunities for improved efficiency and streamlining of operations

- ◆ Provide advice to CEO and board of directors about the impact of new programs & strategies on the company's long-term growth plans

### AutoMD Inc

President/COO, Vice President & Director of Operations/Strategy

2011 - 2017

Carson, CA

### UCLA Anderson School of Management

Adjunct Instructor – Primary/Non-Staff Lecturer

2012 - 2014

Los Angeles, CA

### US Auto Parts

Carson, CA

Director, Operations & Strategy

2009 - 2010 (2 years)

Director, Human Resources & Operations Strategy

2008 - 2009 (2 years)

### Volt Technical Resources

Manager, Professional Placement, Technical Division

2005 - 2008 (4 years)

Orange, CA

### Interface Innovations Inc. (Canada) / Solutions Worldwide (USA)

President (Canada); Primary Consultant (U.S.)

2000 - 2005 (6 years)

Ottawa, Canada and Simi Valley, CA

### Sirius Consulting Group

Director - Business Development, Sales & Marketing

1995 - 2000 (6 years)

### Visual Computing Group

Systems Analyst, Programmer, Sales Representative

1992 - 1995 (4 years)

Ottawa, Canada Area

### Rockwood Informatics (Expert Systems)

Knowledge Engineer

1991 - 1992 (2 years)

Ottawa, Canada Area

## Contact

(310)658-5798  
michelle@neogov.com

## Professional Memberships

Society for Human Resource  
Management  
June 2004 - Present

Lane County Human Resource  
Association  
July 2008 - Present

## Certification

Senior Professional in Human  
Resources (SPHR), Certified by  
HRCI  
June 2004 - Present

## Education

University of Oregon  
B.A., Business Management,  
Accounting  
1987 – 1991

# Michelle Cline

Director of Product, Insight at NEOGOV  
El Segundo, CA

## Experience

NEOGOV  
Director of Product, Insight  
March 2011 - Present  
El Segundo, CA

- Lead initiatives for new product features to our flagship product used by over 1,600 customers.
- Analyze and design new features, develop functional requirements.
- Coordinate with development and QA teams.
- Develop and distribute enhancement release notes.
- Conduct monthly user calls with customers on a variety of human resource and system-related topics.
- Conduct customer product demos.
- Liaison to customer support and sales team on issues as well as product roadmap.

Customer Success Manager  
July 2004 – February 2011  
El Segundo, CA

- Provide implementation leadership and guidance to new customers implementing
- NEOGOV's online hiring management system, Insight Enterprise.
- Led implementations for 150 NEOGOV clients, with focus on large accounts such as State government and large cities and counties.
- Provide onsite and web-based customer user training in Insight Enterprise.
- Advise customers on best practices in using NEOGOV systems and in recruiting practices.
- Lead bi-weekly customer user calls.
- Coordinate the planning and implementation of quarterly product enhancement releases.

City of Eugene  
Human Resources Information Systems Manager  
May 2000 – July 2004  
Eugene, Oregon

Human Resources Analyst  
August 1995 - May 2000

Metro Government  
Compensation / HRIS Analyst  
November 2001 - August 1995  
Portland, Oregon

City of Eugene  
Employee Relations Specialist  
October 1989 - November 1991  
Eugene, Oregon

Human Resources Clerk  
December 1987 - October 1989

## Contact

[www.linkedin.com/in/vprabhakara](http://www.linkedin.com/in/vprabhakara)  
(LinkedIn)

## Top Skills

Requirements Analysis

.NET

Agile Methodologies

## Languages

English

Hindi

## Certifications

Certified Scrum Master Pragmatic

Marketing

## Education

Bangalore University

Bachelor of Engineering, Computer  
Science & Engineering

1997 - 2001

Vidya Vardhaka Sangha High

School Saptarishidhama Bangalore

# Vidya Prabhakara

Director of Product - OHC, Analytics, GovernmentJobs.com at  
NEOGOV

Greater Los Angeles Area

## Experience

### NEOGOV

Director of Product - OHC, Analytics, GovernmentJobs.com

February 2018 - Present

- Defined product roadmap analyzing the market, customer requirements and competitive analysis for multiple products under the SaaS product suite
- Drove multiple API integration projects working directly with the partners
- Managed sprints for development teams by creating user stories and prioritized product and sprint backlogs
- Managed product owner team and product management processes
- Implemented in-app help functionality to increase feature adoption by more than 8% on new and retention features thus keeping customer churn at bay

### Technical Product Manager

December 2016 - February 2018

- Owned the complete UX/UI redesign and workflow overhaul of the hiring manager application of NEOGOV's Applicant Tracking System in the capacity of a product owner
- Defined and managed rollout strategy of the new application to existing customers in 2 phases
- Helped increase NPS score by 8% with multiple product roadmap initiatives deemed useful by customer community
- Refined product management processes by streamlining the workflow using Aha and JIRA integration
- Drove adoption of a streamlined agile project management process for a team of 20+ developers and QA team members

### Technical Project Manager

February 2011 - December 2016

- Coordination, impediment resolution and project tracking in JIRA. Processes include Agile SCRUM and Kanban methodologies
- Managed successful development and implementation of a large-scale project in SCRUM methodology to rewrite online application part of <https://governmentjobs.com> website which involved large-scale data migration and offshore co-ordination with geographically disparate teams.
- Successfully managed multiple integration touch points between Hiring Automation Product and GovernmentJobs.com
- Worked as a Lead Developer and Scrum Master on a performance evaluation product and implemented the core business features like Evaluation Rating Form, Bulk Evaluation Creation and Profanity Filtering on Rating comments

### MySpace

Software Developer

October 2010 - February 2011

### Internet Brands

Software Consultant

December 2008 - June 2009

### Compuware

Systems Designer/Developer-Distributed

February 2008 - November 2008

### Infosys Technologies.

Senior Technical Specialist

July 2002 - February 2008

## Contact

[www.linkedin.com/in/luigi-naguit-a90bba31](http://www.linkedin.com/in/luigi-naguit-a90bba31) (LinkedIn)

## Top Skills

PeopleSoft

HRIS

Human Resources

# Luigi Naguit

Product Manager at NEOGOV

El Segundo, California

## NEOGOV

4 years 10 months

Product Manager

September 2015 - Present

El Segundo, CA

- Serve as Product Lead for Perform, an automated performance management tool used by both public and private sector customers, translating business requirements into detailed functional specifications and prioritizing enhancements and bug fixes into release sprints
- Implemented over 70 improvements to Perform in 2015 to increase customer satisfaction, address long-standing pain points, and decrease cancellations by 50%
- Project-led the complete revamp of the product's core setup, coordinating efforts with the Customer Success, Development, QA, Design, and Sales/Marketing teams for a successful 4Q15 release

Implementation Consultant

January 2014 - August 2015 (1 year 8 months)

El Segundo, CA

- Devise solutions for clients to efficiently and accurately translate their business processes into one or more of three SaaS offerings: Insight (an applicant tracking solution), Perform, Onboard (streamline new hire paperwork in a cloud environment)
- Advise on best practices, the system configuration, administrative setup, and data uploads for customers during implementation

NYC Health and Hospitals Corporation

Manager, Business Applications

May 2011 - December 2013 (2 years 8 months)

City of New York

HRIS Analyst, NYCAPS Central

March 2009 - May 2011 (2 years 3 months)

Carlyle Blue Wave

Associate, Structured Products

January 2007 - May 2008 (1 year 5 months)

## Education

Harvard University

A.B., Economics, Cum Laude · (2002 - 2006)

## Contact

[www.linkedin.com/in/geoffreyabrown](http://www.linkedin.com/in/geoffreyabrown) (LinkedIn)  
[www.geoffabrown.com](http://www.geoffabrown.com) (Personal)  
[www.socialmediacub.com](http://www.socialmediacub.com) (Personal)

## Top Skills

Product Development  
Quality Assurance  
Game Development

# Geoff Brown

Product Manager at NEOGOV  
Hawthorne, California

## Experience

### NEOGOV

Product Manager  
October 2017 - Present  
Greater Los Angeles Area

As a Product Manager at NEOGOV, I work extensively with customers and cross functionally with Product, Marketing, Engineering, Sales, and Customer Success to successfully prioritize features and build world class products that customers need and want.

### Advantage Sales & Marketing

IT Senior Product Manager  
June 2014 - September 2017 (3 years 4 months)  
El Segundo, CA

Lead a product management team through identifying, defining, and delivering new in-house products that support the sales & marketing tactics offered by Advantage. These products are used to provide client service teams with a competitive advantage as they work with major retail partners such as Walmart, Kroger, Albertsons, and Meijer.

### Orange County United Way

Application Development Consultant  
August 2013 - June 2014 (11 months)  
Irvine, CA

### United Way of Greater Los Angeles

Application Development Consultant  
August 2013 - May 2014 (10 months)

### Payoff.com

Senior Product Manager  
July 2012 - July 2013 (1 year 1 month)  
Greater Los Angeles Area

## Education

### Loyola Marymount University

BA, Business Administration · (1998 - 2000)

Loyola Marymount University, College of Business Administration

BA, Business w/Emphasis in Marketing · (1997 - 1999)



## Contact

<https://www.linkedin.com/in/todd-hutchings-b155358> (LinkedIn)

Experienced Chief Financial Officer & Chief Operating Officer with a demonstrated history of successful leadership. Strong finance professional skilled in Accounting, Oracle, SQL, Ultimate Software, Highline HCM, Excel, Sage 100 ERP, MAS 200, MasterTax, SSAE 16, and Microsoft Access.

## Education

North Carolina State  
University - College of  
Management BA, Accounting  
1989 -1993

# Todd Hutchings

HRIS Product Manager at NEOGOV  
Marietta, Georgia

## Experience

### NEOGOV

HRIS Product Manager  
December 2018 - Present  
El Segundo, CA

- Executing deployments and best practice coaching for small-mid size customers
- Managing the development of Core HR, Time and Attendance and Payroll software, as well as implementation
- Tracking and ensuring support SLA's are being achieved and exceeded
- Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics

### VP of Solutions

High Line Corp.  
October 2018 – December 2018  
Markham, Ontario, Canada

### CFO/COO

Corporate Business Solutions  
January 2006 – December 2018  
Greater Atlanta Area

CBS handles outsourcing of human resources, payroll services, benefit administration, & payroll tax services.

### CFO

ICM, Inc.  
2001 – 2005 4 years  
Norcross, GA

ICM had in excess of \$120 Million in annual sales. Responsibilities included managing \$20 Million line of credit, vendor relations, and operational controls of assets. ICM was a premier Panasonic VAR responsible for the largest mobile computer installation in North America.

### CFO

Spa Sydell  
August 1999 – December 2001 (2 years 5 months)

### Controller

Ivan Allen Workspace  
July 1997 – August 1999 (2 years 2 months)

### Participation Accountant

Turner Entertainment  
July 1995 – July 1997 (2 years 1 month)

Worked in the Participation Department preparing financial statements for the MGM, Hannah Barbara, & National Geographic Society catalogs. Worked with all departments within Turner including Home Video & Cartoon Network in auditing cash revenues and barter dollars to determine proper inclusion in custom financial statements Based on FAS 53.

## Contact

[www.linkedin.com/in/krystyna-faillace-bb488935](http://www.linkedin.com/in/krystyna-faillace-bb488935) (LinkedIn)

## Top Skills:

- Public Relations
- Advertising
- Research

## Languages:

- Spanish

# Krystyna Mishler

Director of Professional Services at NEOGOV  
Calabasas, California

## NEOGOV

### Director of Professional Services

March 2018 - Present

### Customer Success Manager/Solutions Engineer

September 2015 - March 2018

### Customer Support Lead/Applicant Support Manager

March 2013 - September 2015

### Recruiter

May 2012 - March 2013

- Manage project implementations for NEOGOV products to ensure successful deployment of software within Human Resources Departments, for public and private sectors
- Consult with customer agencies to evaluate current HR processes, provide knowledge of NEOGOV products, and recommend best practices to implement and rollout products within each jurisdiction.
- Assist customers in the identification and resolution of issues.
- Create and administer Training and Development programs for users and employees.

### Prime Public Relations

Administrative Assistant

May 2011 - February 2012

### AssetSmart

Marketing/Advertising Intern

May 2009 - August 2009

### Prototypes

Intern

December 2007 - January 2008

## Education

University of Southern California - Bachelor of Arts, Communication

Universitat Autònoma de Barcelona

## Contact

<https://www.linkedin.com/in/mykesha-mack-7b3b2117>  
(LinkedIn)

## Education

California State University,  
Long Beach  
Bachelor of Arts, Communication  
Studies  
2010-2015

## Mykesha Mack

Customer Success Manager at NEOGOV  
El Segundo, California

## Experience

### NEOGOV

Customer Success Manager  
February 2018 - Present  
El Segundo, CA

- Act as the main point of contact throughout the customers lifecycle, defining success plans with key deliverables, and ensuring clear communication across customers marketing operational areas.
- Effectively network within accounts to drive successful execution of the customer's strategy and roadmap.
- Deliver an exceptional customer experience through proactive communication, orchestrating the right internal resources, and effectively using the customer journey model to align, track and evolve the customer's business goals.
- Foster innovation by sharing best practices and new ways your customers can leverage NEOGOV solutions to advance their overall recruitment process.
- Identify customer risk, and work with extended NEOGOV team to create and execute on get well plans.
- The voice of the customer internally at NEOGOV, sharing process improvements and best practices with the internal ecosystem.
- Contribute to the ongoing initiatives to continuously improve our approach to efficiently and effectively secure our customers success.

### Customer Success Associate

February 2016 - February 2018

- Provided support, training, and best practice coaching for all customers.
- Executed daily customer support operations including, but not limited to, responding to questions and following up on reported issues.
- Provided customers with high levels of quality service by responding to all web and phone cases in a timely manner.
- Escalated project issues to both management and development teams.
- Completed online meeting calls with new customers to provide guidance on support processes.
- Conducted customer outreach calls to promote product features, provide additional assistance and encourage more participation in City Tours, NEOGOV University, NEOGOV Community, and other NEOGOV events.

### Customer Success Associate

February 2016 - February 2018

- Deliver service and support to applicants using and operating call distribution phone software, and email.
- Interact with applicants to provide and process information in response to inquiries, concerns, and request technical assistance and account services.
- Gather applicants information and determine the issue by evaluating and analyzing the symptoms.
- Diagnose and resolve technical hardware and software issues involving internet connectivity, cookie resetting, login issues, password resets and more.

### Warner Music Group

Executive Intern  
June 2014 – December 2015

# Data Conversions

NEOGOV is proud to offer our customers different options in terms of legacy data conversions. For example, as a new customer, the project team can elect to convert no records by using their legacy system to close current recruitments, existing performance exams, etc., then utilize the selected NEOGOV platform to conduct new business processes. Under this scenario, Additionally, NEOGOV can use standard data conversion tools to convert active records for employees, current recruitment eligible lists, class specifications, etc. This is done under a one-time fee which is dependent factors including number of records. Under this option, customers are responsible for getting its data into standard NEOGOV conversion tables. Lastly, customers could elect to convert additional legacy data in which NEOGOV would need to work with the project team to determine the condition of data, number of records, etc. to determine final cost.

During the implementation process, should conversion be required, the NEOGOV project manager will work directly with the organization to understand all conversion requirements, condition of legacy data as well as provide the guidelines for delivering clean data for easy import into the Insight platform. From a high level, NEOGOV's responsibility for required data conversion activities associated with the project includes the following:

- Confirm organization-wide and agency-specific data conversion requirements
- All aspects of creating and populating the conversion and production database necessary to move the system into its full production environment
- Data transfers during the period when the old and new systems are both operating (during implementation phasing)
- The conversion of any detailed history or open items necessary to support particular reporting, auditing, or processing objectives
- Developing programming specifications
- Coding of conversion programs in accordance with program specifications
- Identification of those conversions where automated conversion tools or programming can be used to significantly reduce data conversion labor
- Performing unit and integration testing of the conversion programs, and
- Develop test scenarios and conducting acceptance testing


In the execution of the conversion plan, NEOGOV will be responsible for developing and testing automated conversion programs to support the commencement of live operations. If corrections or cleansing of any of the Organization-provided data is required, those tasks are the responsibility of the Organization.

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 3/24/2020 SIGNATURE: 

COMPANY: Governmentjobs.com, Inc dba NEOGOV NAME: John Closs  
(Typed or Printed)

ADDRESS: 300 Continental Blvd Ste 565  
El Segundo, CA 90245 TITLE: Controller

E-MAIL: bids@neogov.net

PHONE NO.: 310-426-6304 ext. 420



## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

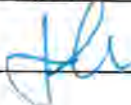
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO:   x  

NAME(S)	POSITION(S)
---------	-------------


FIRM NAME: Governmentjobs.com, Inc. dba NEOGOV

BY (PRINTED): John Closs

BY (SIGNATURE): 

TITLE: Controller

ADDRESS: 300 Continental Blvd Ste 565, El Segundo, CA 90245

PHONE NO.: 310-426-6304 ext. 420

E-MAIL: bids@neogov.net


DATE: 3/24/2020

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 3/24/2020 SIGNATURE: 

COMPANY: Governmentjobs.com, Inc dba NEOGOV NAME: John Closs  
(Typed or Printed)

ADDRESS: 300 Continental Blvd Ste 565  
El Segundo, CA 90245  
\_\_\_\_\_  
\_\_\_\_\_ TITLE: Controller

E-MAIL: bids@neogov.net

PHONE NO.: 310-426-6304 ext. 420





**COMPANY DATA**

Respondent's Company Name: Governmentjobs.com, Inc. dba NEOGOV

Physical Address & Phone #: 300 Continental Blvd Ste 565

El Segundo, CA 90245

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Typed-Printed): Joseph Hiraldo

Phone #: 310-426-6304 ext 420

Cell #: \_\_\_\_\_

Email: bids@neogov.net

Federal ID or SS #: 33-0888748

Respondent's License #: \_\_\_\_\_

Fax #: 310-426-6305

Emergency #'s After Hours,  
Weekends & Holidays: N/A

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Trade style, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).



(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in timely manner, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: Governmentjobs.com, Inc. dba NEOGOV  
Entity Address: 300 Continental Blvd Ste 565, El Segundo, CA 90245  
Duns Number: 12-619-3924  
CAGE Code: 54HK9

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

**ADDENDUM ACKNOWLEDGEMENT**  
**ITN HR 31-20**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>
Addendum #1	3/19/2020
Addendum #2	3/20/2020
Addendum #3	3/27/2020

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

# **LOBBYING - 31 U.S.C. 1352, as amended**

## CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Governmentjobs.com, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

John Closs, Controller Name and Title of Contractor's Authorized Official

3/24/2009 Date

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

John Closs, Controller

Printed Name and Title of Authorized Representative

Signature



Date


3/24/2020



## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Governmentjobs.com, Inc. dba NEOGOV, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 7/24/2020 SIGNATURE: 

COMPANY: Governmentjobs.com, Inc dba NEOGOV NAME: John Closs  
(Typed or Printed)

ADDRESS: 300 Continental Blvd Ste 565  
El Segundo, CA 90245 TITLE: Controller

E-MAIL: bids@neogov.net

PHONE NO.: 310-426-6304 ext. 420

## INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Governmentjobs.com, Inc. dba NEOGOV  
Respondent's Company Name

  
Authorized Signature – Manual

300 Continental Blvd Ste 565, El Segundo, CA 90245  
Physical Address

John Closs  
Authorized Signature – Typed

300 Continental Blvd Ste 565, El Segundo, CA 90245  
Mailing Address

Controller  
Title

310-426-6304 ext 420  
Phone Number

310-426-6305  
FAX Number

N/A  
Cellular Number

N/A  
After-Hours Number(s)

3/24/2020  
Date

# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin  or Recycled \_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_%.

Product Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes  No \_\_\_\_\_

Specify: At the discretion of the County, all paper materials can be recycled once it has reached its intended end use  
\_\_\_\_\_  
\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Governmentjobs.com, Inc. dba NEOGOV

E-Mail: bids@neogov.net

# NEOGOV Service Agreement

You agree that by placing an order through a NEOGOV standard ordering document (the "Order" or "Ordering Document") you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (dba "NEOGOV") and, where applicable, its affiliates; "Customer", "you", "your" means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement"), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with, and/or access its SaaS Applications, Integrations, and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription Grant.**
  - a) **SaaS Subscription.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV in connection with the provision of SaaS Applications. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription") . "Authorized Users" means (i) Customer employees and (ii) Customer agents, contractors, consultants, and their respective employees, all of which are pre-approved by NEOGOV.
  - b) **Delivery and Subscription Term.** NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12)

consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.

- c) Content License. Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.
  - d) Program Documentation. Program Documentation shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
  - e) Prohibited Access. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
3. Professional Services. "Professional Services" shall mean professional consulting services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.
4. Segmentation. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.



5. Payment Terms. Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count and the amount of Customer Data NEOGOV maintains in its systems for Customer. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.
6. Term and Termination.
- a) Term. Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy.
- c) Effect of Termination. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Service Specifications. "Service Specifications" means the following documents, as applicable to the Services under your Order: Program Documentation, Service Schedules, Terms of Use, Security Statements, Retention, Cookie, and Privacy Policies. The Service Specifications describe and govern the Services. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. All applicable Service Specifications are incorporated into this Agreement. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations,



rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.

8. Maintenance, Modifications and Support Services.

- a) Maintenance. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, NEOGOV database security, and integrity of Customer Data stored in the NEOGOV database. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks.
- b) Modifications, Updates, and Upgrades. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- c) Training Materials. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- d) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide dedicated consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Personnel grasp the system.
- e) Support. Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request).
- f) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. **NEOGOV Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. **Data Processing and Privacy.**
- a) **Customer Data.** “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.
  - b) **Platform Data.** “Platform Data” shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any Authorized User, including any end user visit, session, impression, clickthrough or click stream data, non-personal Usage Data, Account, Log, Device, Publication, Tracking, and Transaction Data as defined in NEOGOV’s Privacy Policy, and any statistical or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer’s internal purposes.
  - c) **Privacy.** NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the NEOGOV Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein.
  - d) **Data Responsibilities.** NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and

(iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data inside and outside the Services (including any personally identifiable information), and (iv) Customer database(s). NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. NEOGOV recommends Customer backup their Customer Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

- e) Service Usage. NEOGOV may set forth Fees for designated levels of usage and data storage within each SaaS Application (each a "Storage Quota"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. NEOGOV will use commercially reasonable efforts to notify Customer in writing if Customer has reached 80 percent of its then current Storage Quota and Customer may increase its Storage Quota and corresponding Fee obligations in accordance with NEOGOV's then current usage price tiers. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other NEOGOV customers and agrees that (i) NEOGOV has no obligation to permit Customer to exceed its then-current Storage Quota and (ii) Customer is not entitled to any Service Level Credit for periods during which Customer exceeds its then-current Storage Quota, regardless of whether the Services fail to meet any availability requirement during such period.
- f) External Breach. In the event of a security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) notify you of the security breach, its nature and scope, and the remedial actions NEOGOV will undertake as determined solely by NEOGOV.
- g) Internal Breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV immediately of the breach and steps you will take to remedy the breach.

11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly

in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

## 12. Representations, Warranties, and Disclaimers.

- a) **Service Performance Warranty.** NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.
- b) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- d) **Configurable Services.** The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer.
- e) **Services Do Not Constitute Advice or Credit Reporting.** NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON

BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.

- f) No Control of HR Practices. You acknowledge that NEOGOV exercises no control over your specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. You further agree and acknowledge that NEOGOV does not have a direct relationship with your employees and that you are responsible for all contact, questions, Customer Data updates and collection, with your employees. In addition, you are responsible for the privacy (including your own privacy policies governing your processing of Customer Data), collection, use, retention and processing of your Customer Data, and providing any and all notices and information to your employees regarding the foregoing, in compliance with all applicable laws. NEOGOV hereby disclaims all liability arising from your decisions and from harmful data or code uploaded to the Service by you and/or your employees, contractors or agents.
- g) Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall take reasonable efforts to make all users, whether Authorized or unauthorized, aware of this Agreement's provisions as applicable to such user's use of the Services and shall cause users to comply with such provisions.

### 13. Indemnification.

- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
  - i. Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law).



- ii. Gives NEOGOV sole control of the defense and any settlement negotiations; and
  - iii. Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.
- b) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. NEOGOV will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time subscription rights are obtained.
- d) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

#### 14. Limitations of Liability.

- a) **Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- b) **Limitation.** WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY



UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

- c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer. Each of these provisions is severable and independent of all other provisions of this Agreement.

15. Trial and Beta Services; Integrations. To the extent Customer utilizes Trial, Beta, or NEOGOV Integration Services, the Schedules relevant to such Services found at <https://www.neogov.com/service-specifications> are incorporated herein and shall supplement the Services Agreement.

#### 16. E-Signatures.

- a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services (“E-Signatures”) are provided by NEOGOV for two counterparties (generally a government employer (the “sending party”) subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
- b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.

c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdraw your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.

d) E-Signature Validity. PLEASE NOTE THAT NEOGOV'S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE'S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV'S E-SIGNATURE'S.

17. Relay of Content. NEOGOV relays content including, but not limited to, resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters, and other materials. You acknowledge that you are asking NEOGOV to send this content on your behalf. We process, monitor, review, store, and analyze such content for data analysis, quality control, enforcement of the Terms of Use, security, content moderation, and to improve the SaaS Applications. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. NEOGOV may notify you in such an event.

18. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on

NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.

20. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any government entity other than Customer (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.
21. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.
22. Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
23. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
24. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void.
25. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein (including all Service Specifications and Schedules), the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer

proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the applicable NEOGOV Services Agreement, Service Specifications, Schedules, and other incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Customer's State of residence, without giving effect to conflict of law rules.
27. **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect.
28. **Survival.** Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive.
29. **Independent Contractor; Third Party Agreements.** The relationship of the parties shall be deemed to be that of an independent contractor, and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
30. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245.
31. **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
32. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by



4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

**C. Special Conditions (if any).**

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:



# Schedule H – HRIS Terms and Conditions

The terms and conditions set forth in this NEOGOV Schedule H – HRIS Terms and Conditions and Annexes affixed hereto (collectively referred to as “Schedule H”) shall apply solely with respect to the HRIS Services (defined below) that Customer elects to receive and NEOGOV provides, and shall supplement the applicable NEOGOV Service Agreement (or if explicitly specified by the parties otherwise, such equivalent terms and conditions or agreement governing the provision and receipt of NEOGOV Services) between NEOGOV and Customer (the “Master Agreement”).

If any terms and conditions of this Schedule H directly conflict or are inconsistent with such Master Agreement, this Schedule H shall supersede such Master Agreement to the extent of such conflict or inconsistency. Schedule H, the Master Agreement, applicable Ordering Document, and all documents incorporated therein shall constitute the entire agreement between the Parties in regard to HRIS Services.

1. General Terms; References; Definitions. The following terms govern the use of the HRIS Services (the “HRIS General Terms and Conditions”). The HRIS General Terms and Conditions are generally applicable to all HRIS Services. Terms and conditions within each Annex of this Schedule H relate to specific HRIS Services selected by Customer and shall apply to the extent Customer elects to receive the HRIS Services governed by such Annex. If any provision within the HRIS General Terms and Conditions directly conflicts with a provision within any Annex herein, the Annex shall take precedence to the extent of the conflict solely with respect to the HRIS Services covered by such Annex. If any provision in any Annex directly conflicts with a provision of any other Annex, the provision in each Annex will govern, but solely with respect to the HRIS Services covered by such Annex. “HRIS Services” refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. A reference to “HRIS Services” within a given Annex shall solely reference the HRIS Services selected by Customer and covered by such Annex. Definitions not explicitly defined herein shall retain the meaning as prescribed in the Master Agreement or the Service Specifications.
2. HRIS Service Provisioning.
  - a) Use of Services. Customer agrees to the following regarding its use of HRIS Services: (i) Customer shall use HRIS Services in accordance with the instructions and reasonable policies established by NEOGOV from time to time and communicated to Customer, (ii) to the extent Customer elects to decline any HRIS Services, relies on its own provision of services, or delegates the performance of any service to a third party, Customer will be solely responsible, (iii) Customer shall be responsible for ensuring that Customer and its employees that access HRIS Services or use any HRIS Services to be provided hereunder comply with all the terms of this Schedule H and documents incorporated herein, (iv) Customer, and not NEOGOV, will remain solely responsible for all decisions affecting its employees and agents, other than, to the extent applicable, NEOGOV, (v) Customer will remain responsible for the manner in which it uses the HRIS Services, including the manner in which it interprets and acts upon any

guidance or recommendation provided by NEOGOV, (vi) Customer understands and agrees that the HRIS Services are intended for use in the U.S. only for employees located in the U.S., and (vii) Customer will be responsible for the consequences of any instructions Customer may give to NEOGOV or NEOGOV Fulfillment Partners (defined below). All HRIS Services provided hereunder may be modified from time to time at NEOGOV's sole discretion, provided, however, that any such modifications will not have a material adverse impact on any of the HRIS Services Customer is receiving.

- b) Password Protection. Customer agrees to maintain the privacy of usernames and passwords associated with any HRIS Services. Customer is fully responsible for all activities that occur under Customer or Customer Personnel Accounts. Customer agrees to (a) immediately notify NEOGOV of any unauthorized use of Customer's password or Account or any other breach of security, and (b) ensure that Customer exits from Customer's Account at the end of each session. NEOGOV shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this section or to comply with applicable laws, regulations, governmental rules [or guidance,] the National Automated Clearing House Association Operating Rules and Guidelines ("NACHA Rules") or other applicable system rules or guidance ("Laws"). Customer agrees that NEOGOV may audit Customer's compliance with this Agreement, the NACHA Rules and Laws at any time, upon five days prior notice to Customer. Customer also represents and warrants that the payment has been properly authorized in accordance with the Law, the authorization has not been revoked.
- c) Modification. Customer will not write or modify interfaces or reports to any HRIS Services except as expressly authorized by NEOGOV. CUSTOMER WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM, NEOGOV HRIS SERVICES.
3. Accuracy of Customer Information, Review of Data. All HRIS Services provided hereunder will be based upon information provided to NEOGOV by Customer (including proof of federal, state and local tax identification). Upon receipt from NEOGOV, whether electronically or otherwise, or NEOGOV's making such information available to Customer, Customer will promptly review within one week of the records or reports, as applicable, are made available to or provided by NEOGOV to Customer all records and reports prepared by NEOGOV for validity and accuracy according to Customer's records and Customer agrees that it will promptly notify NEOGOV of any discrepancies (but in any case, before any distribution or reliance on any such records or reports) within two weeks of the date the records or reports, as applicable, are made available to or provided by NEOGOV to Customer.
4. Compliance with Laws. Customer acknowledges that the HRIS Services may assist Customer in providing information on applicable Laws and governmental regulations, and that Customer and its employees and agents will be solely responsible for: (i) compliance with all Laws affecting it; (ii) all NACHA and other system rules applicable to it; and (iii) any use Customer may make of HRIS Services.
5. Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services will proceed in accordance with the implementation schedule provided by NEOGOV. Customer is obligated to fill out the "Implementation Workbook" to facilitate the implementation process.

During implementation, Customer shall elect optional add-on services that supplement the SaaS Applications (the "Add-On" Services). Customer shall have access to the HRIS Services during implementation. After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

6. Intellectual Property. The right to use NEOGOV HRIS Services is granted to Customer for the sole purpose of utilizing HRIS Services as provided in this Agreement. All HRIS Services licensed to Customer hereunder are the licensed and/or owned property of NEOGOV and embody the proprietary trade secret technology of NEOGOV and/or its affiliated third-party providers (if any) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws. Customer receives no rights to any HRIS Services or any intellectual property of NEOGOV or its affiliated third-party providers, except as expressly stated herein.
7. Nondisclosure and Privacy.
  - a) Confidentiality. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own Confidential Information. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, and (iii) relating to a specific employee, to the extent such employee has consented to its release. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, NEOGOV may retain information as may be required by applicable law for regulatory purposes or in back-up files, provided that NEOGOV's confidentiality obligations hereunder continue to apply.
  - b) Protection of Customer Files and Transmission of Data. NEOGOV will employ commercially reasonable storage and reasonable precautions to prevent the loss of or alteration to Customer's data files in NEOGOV's possession, but NEOGOV does not undertake to guarantee against any such loss or alteration. NEOGOV is not, and will not be, Customer's official record keeper of source documentation. Customer will, to the extent it deems necessary, keep copies of all source documents of the Customer Data delivered to NEOGOV. In the event Customer requests NEOGOV provide any employee or plan participant information to any third party or to any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable Laws.
  - c) Customer agrees that NEOGOV may disclose certain Customer Data to its affiliated third parties to the extent necessary for NEOGOV to perform the services and to provide Customer and/or Customer's employees access to certain services.

## 8. Disclaimer of Warranties.

- a) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges that, in making HRIS Services available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits or information related thereto.
- b) **HRIS Services Do Not Constitute Legal or Other Advice.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE HRIS SERVICES PROVIDED HEREUNDER (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, AND FORMS) ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CUSTOMER AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. TO THE EXTENT CUSTOMER REQUIRES ANY SUCH ADVICE, CUSTOMER REPRESENTS THAT IT WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS. CUSTOMER SHOULD REVIEW AND COMPLY WITH APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO THE LAWS IN ALL JURISDICTIONS WHERE CUSTOMER OPERATES OR HAS EMPLOYEES, BENEFICIARIES, AGENTS, FORMER EMPLOYEES OR OTHER RECIPIENTS OF PAYMENTS, OR ANY PERSONALLY IDENTIFIABLE INFORMATION ON ANY INDIVIDUAL, AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE.
- c) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SCHEDULE H, THE HRIS SERVICES AND ALL EQUIPMENT PROVIDED (IF ANY) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE HRIS SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE HRIS SERVICES, ANY CUSTOM PROGRAMS CREATED BY NEOGOV OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NEOGOV, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE HRIS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED. NEOGOV FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF HRIS SERVICES, ANY CUSTOM PROGRAMS CREATED BY NEOGOV OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NEOGOV WILL MEET CUSTOMER'S NEEDS.
- d) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE HRIS SERVICES AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

## 9. Limitation of Liability.

- a) Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY, OR TO ANY OTHER PERSON OR ENTITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS OPPORTUNITY OR PROFIT, CUSTOMER'S USE OR INABILITY TO USE THE SERVICES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION).
- b) Maximum Liability. WITHOUT LIMITATION OF 9(A) OR ANY ADDITIONAL LIABILITY LIMITATIONS IN ANY ANNEX HERETO, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, THE AGGREGATE LIABILITY OF EITHER PARTY DURING ANY CALENDAR YEAR FOR ANY AND ALL CLAIMS AND DAMAGES OF ANY TYPE OR CHARACTER MADE BY THE OTHER PARTY, OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF (I) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY SUCH PARTY OR (II) THE AMOUNTS PAID BY CUSTOMER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR THE HRIS SERVICE THAT GAVE RISE TO SUCH CLAIM. NEOGOV WILL ISSUE CUSTOMER CREDIT(S) EQUAL TO THE APPLICABLE AMOUNT AND ANY SUCH CREDIT(S) WILL BE APPLIED AGAINST FUTURE HRIS SERVICE FEES. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

## 10. Indemnification.

- a) Customer Indemnification. To the extent authorized by the laws and constitution of the state in which customer resides, and subject to the terms and conditions set forth in Section (b) (Exceptions and Limitations on Indemnification), Customer shall indemnify and hold harmless, NEOGOV and its managers, officers, directors, employees, agents, Fulfillment Partners, NACHA, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements,



interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees (collectively, "Losses"), arising from or claimed to have arisen from, assessed in or otherwise incurred in connection with:

- i. Any suit or cause of action brought by any Customer employee or plan participant, dependents of such employee or plan participant, and/or administrators or sponsors of any benefits plan, or others who have or claim to have an interest in or coverage under any Customer plan or ERISA generally, which suit or cause of action is related to or arising from this Agreement or use of the Benefits Module, by Customer, or any Customer employee or plan participant;
- ii. Any suit or cause of action arising out of or relating to (a) any and all acts or omissions of Customer, or benefits plan groups, sponsors or administrators and their officers, directors, shareholders, employees, and agents or plan participants, (b) positions taken by Customer or benefit plan groups, sponsors or administrators, whether prior to or during the term of this Agreement, which are relied upon by NEOGOV or which form the basis for any services or work product of NEOGOV hereunder;
- iii. Any instruction, approval, election, decision, action, inaction, omission or non-performance by Customer or benefit plan groups, sponsors or administrators, or information provided by benefit plan groups, sponsors or administrators to NEOGOV hereunder;
- iv. Any error, omission, inadequacy, delay caused by erroneous, untimely, or incomplete deliveries or transmissions of data provided by Customer or any employees, plan participants, agents, other administrators or sponsors of Customer to NEOGOV;
- v. Any errors, omissions, or delays that are the result in whole or in part of any unauthorized act at Customer's place of business;
- vi. Any third-party claim of any kind against NEOGOV arising from access or use by Customer or Customer agent, employee, or plan participant of the Benefits Module, in an inappropriate, unauthorized or otherwise wrongful manner;
- vii. Any negligent, fraudulent, criminal, or willful misconduct by Customer or any Customer agent, employee, or payee;
- viii. Customer's failure to comply with any provision of the NACHA rules that results, either directly or indirectly, in the violation by NEOGOV or Fulfillment Partner of the Federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E;



- ix. Customer's failure to comply with all Laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering Laws; or
- x. Breach of any warranty made to NEOGOV under this Agreement.

b) Exceptions and Limitations on Indemnification.

- i. Exceptions. Notwithstanding anything to the contrary in this Agreement, Customer is not obligated to indemnify, or hold harmless Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party's: (i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (ii) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.
- ii. Maximum Aggregate Indemnification. Customer is not obligated to reimburse Indemnified Party under this Section (Indemnification) for any Losses that exceed, in the aggregate, three times (3X) the total amount paid or payable by Customer to NEOGOV under this Agreement in the twelve (12) month period preceding the event giving rise to the indemnification claim, (the "Cap").

c) Sole Remedy. THIS SECTION (INDEMNIFICATION) SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE CUSTOMER AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY DAMAGES COVERED UNDER THIS SECTION (INDEMNIFICATION).

11. Miscellaneous.

- a) Customer's Vendors. To the extent that the delivery of HRIS Services requires Customer third party vendors to send and/or to receive data from and to NEOGOV, Customer shall at its own expense cause its third-party vendors to send and/or to receive data from and to NEOGOV and represents and warrants that such third-party vendors shall do so in compliance with applicable Law. Customer shall reimburse NEOGOV for any costs NEOGOV is required to bear in connection with or arising out of any such transmissions of data from and/or to such third-party vendors including any costs associated with any failure by Customer third party vendors to comply with applicable laws.
- b) Force Majeure. Excluding any payment obligations to NEOGOV as provided hereunder, any party hereto will be excused from performance under the Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.
- c) Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party

shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

- d) Severability. If any of the provisions of this Schedule H shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Customer and NEOGOV shall be construed and enforced accordingly.
- e) Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Schedule H and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- f) Limitation of Claims. No action arising under or in connection with this Schedule H, regardless of the form, may be brought by Customer more than three (3) years after Customer becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action.
- g) Use of Third Parties. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

## *Annex 1 – Core HR & Benefits Additional Terms*

The following terms and conditions supplement the HRIS General Terms and Conditions and shall apply to the extent that Customer elects to receive or utilizes NEOGOV Core HR, and HRIS Services involving benefits administration (the "Benefits Module").

1. Benefits Module Representative. Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under this Agreement or requested by NEOGOV in connection with the Benefits Module.
2. Use of the Benefits Module.
  - a) HR Users. Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain

personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.

- b) NEOGOV Not Fiduciary Advisor. Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.
  - c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such.
  - d) Business Associate Amendment. In the event Customer believes it is a "Covered Entity" or "Business Associate" and, to the extent that NEOGOV receives, maintains, transmits, uses or discloses Protected Health Information pursuant to the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act ("HITECH"), the U.S. Department of Health and Human HRIS Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), the benefit services provided hereunder are subject to additional Subcontractor Business Associate Agreement either provided to Customer or located at <https://www.neogov.com/service-specifications> which are incorporated herein and may be modified from time to time and as required by law.
3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
- a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a

fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).

- b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. NEOGOV, or its Fulfillment Partners will electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces in order to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

## *Annex 2 – NEOGOV Payroll & Time and Attendance*

The following terms supplement the HRIS General Terms and Conditions and shall apply to the extent that Customer elects to receive or utilize NEOGOV Payroll, Tax Services of which are a component of NEOGOV Payroll, or NEOGOV Time & Attendance.

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer's payroll ("Paydate") and credit the bank accounts of Customer's

employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof.

## 2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorize NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agree to promptly comply with NEOGOV's request for such additional documentation and understand that the Payroll or Tax Services may be impaired or delayed if Customer do not.

## 3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV's obligation to perform the HRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll



and Tax Services fulfillment during the term of and in accordance with the Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Agreement.

- b) **Information Accuracy; Reliance; Change Notice.** Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.
- c) **Processing Deadlines.** Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.
- d) **Customer Review.** Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.



- e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
  - f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling a payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
  - g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
  - h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with Laws. Customer will comply with all Laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering Laws.
4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer
5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
6. Resolution of Error Exceptions. For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.

7. **NEOGOV Errors and Omissions Warranty.** NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.
8. **Additional Liability and Warranty Limitations.** This Section 8 shall supplement Section 8 (Disclaimer of Warranties) and Section 9 (Liability Limitations) of the HRIS General Terms and Conditions.
- a) **General Waiver.** NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
- b) **Disclaimer of Events Outside NEOGOV Control.** NEOGOV, NEOGOV OFFICERS, DIRECTORS, EMPLOYEES, AND FULFILLMENT PARTNERS WILL NOT BE LIABLE FOR ANY LOSS THAT RESULTS FROM ANY CAUSE OVER WHICH NEOGOV DOES NOT HAVE CONTROL. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO: (1) THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, (2) TELEPHONE OR OTHER INTERCONNECT PROBLEMS, (3) CONFIGURATION PROBLEMS, OR THE INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, (4) THE FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, (5) PROBLEMS WITH INTERNET SERVICE PROVIDERS OR OTHER EQUIPMENT OR SERVICES RELATING TO CUSTOMER'S COMPUTER OR NETWORK, (6) PROBLEMS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, (7) PROBLEMS WITH DATA TRANSMISSION FACILITIES OR CUSTOMER'S TELEPHONE, CABLE, OR WIRELESS SERVICE, (8) UNAUTHORIZED ACCESS, THEFT, HACKERS, OPERATOR

ERRORS, OR (9) ACTS OF GOD, INCLUDING WITHOUT LIMITATION, NATURAL DISASTER, FIRE, TERRORISM, LABOR STOPPAGE, WAR, TERRORISM, MILITARY HOSTILITIES, OR CRIMINAL ACTS OF THIRD PARTIES. NEOGOV IS ALSO NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER, SOFTWARE, MODEM, TELEPHONE, WIRELESS DEVICE, OR OTHER PROPERTY RESULTING IN ANY WAY FROM CUSTOMER'S USE OF THE HRIS SERVICES. ANY SERVICE LEVEL COMMITMENT SET FORTH IN THE AGREEMENT WILL NOT APPLY TO THE PAYROLL OR TIME AND ATTENDANCE SERVICES.

- c) Errors & Omissions. NEOGOV SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE HRIS SERVICES.

#### 9. Additional Termination Rights.

- a) Termination for Default. Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- b) Effect of Termination. No termination of this Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Agreement, the Parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Agreement.

A blue-tinted photograph of three people smiling. On the left, a man with short hair is smiling. In the center, a woman with curly hair is smiling. On the right, a woman with dark hair pulled back is smiling. They appear to be in a professional or office environment.

# NEOGOV

Intelligent HR

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### **Pre-visit Assumptions:**

The time clock mounting plate would be secured to the wall surface and have a network communication cable ready to connect to the clock. A copy of the mounting instructions is attached.

The cable would have both ends terminated with RJ45 standard communication terminations. The cable should have a service loop of at least 18 inches.

Power would already be available at the clock by one of the following ways:

- 1). PoE+ power from the network switch, or
- 2). A PoE+ power injector is installed (for use when network switch does not support PoE+), or
- 3). A local power supply with a standard 110 outlet within 6 ft of the clock.

The network cables should be terminated and tested but not connected at the clock end.

Any locations that are not at this level when we arrive will impact the scope and may change the work scope and cost.

### **CMI Time Management - Scope of Work:**

The CMI installer will certify the network cable and clock power. They will make the final connections to the clock. They will secure the clock to the clock mounting bracket. They will confirm the IP addresses and the clock set-up. They will confirm the clock connection and operation with the server if the server is available at the time of installation.

The installer will visit each location across the county that has a clock to be installed. This is intended to be from a starting point and move to the next closest to minimize travel time between site visits.

Each location will need to provide physical access for the CMI installer.



**Attachment "B"**  
**Insurance Requirements**





## **GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.



## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability



5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

### INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

### NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware



of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.



8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



**Attachment "C"**  
**Civil Rights Clauses**





## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)



## Attachment "D"

### Contractor SERVICES AGREEMENT

1. Provision of Services. Subject to the terms of this Agreement Contractor hereby agrees to provide Customer with, and/or access its SaaS Applications, Integrations, and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that Contractor's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document (the "Effective Date").
2. SaaS Subscription Grant.
  - a) SaaS Subscription. "SaaS Applications" means each proprietary Contractor web-based software-as-a-service application that may be set forth on an Order and subsequently made available by Contractor to customer, and associated components as described in the Service Specifications made available to Customer by Contractor in connection with the provision of SaaS Applications. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Contractor hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription") . "Authorized Users" means (i) Customer employees and (ii) Customer agents, contractors, consultants, and their respective employees, all of which are pre-approved by Contractor.
  - b) HRIS Services. Use of Services. Customer agrees to the following regarding its use of HRIS Services: (i) Customer shall use HRIS Services in accordance with the instructions and reasonable policies established by Contractor from time to time and communicated to Customer, (ii) to the extent Customer elects to decline any HRIS Services, relies on its own provision of services, or delegates the performance of any service to a third party, Customer will be solely responsible, (iii) Customer shall be responsible for ensuring that Customer and its employees that access HRIS Services or use any HRIS Services to be provided hereunder comply with all the terms of this Schedule H and documents incorporated herein, (iv) Customer, and not Contractor, will remain solely responsible for all decisions affecting its employees and agents, other than, to the extent applicable, Contractor, (v) Customer will remain responsible for the manner in which it uses the HRIS Services, including the manner in which it interprets and acts upon any guidance or recommendation provided by Contractor, (vi) Customer understands and agrees that the HRIS Services are intended for use in the U.S. only for employees located in the U.S., and (vii) Customer will be responsible for the consequences of any instructions Customer may give to Contractor or Contractor Fulfillment Partners (defined below). All HRIS Services provided hereunder may be modified from time to time at Contractor's sole discretion, provided, however, that any such modifications will not have a material adverse impact on any of the HRIS Services Customer is receiving.
  - c) Content License. Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), Contractor grants to Customer a non-exclusive, non-transferable,



and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.

- d) **Program Documentation.** Program Documentation shall mean all user guides, training, and implementation material, and Service descriptions provided by Contractor to Customer in connection with the Services. Contractor hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
  - e) **Prohibited Access.** You may not access the SaaS Applications if you are a direct competitor of Contractor or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
  - f) **Implementation; Add-Ons; and Configuration Limitation.** Implementation of HRIS Services will proceed in accordance with the implementation schedule provided by Contractor. Customer is obligated to fill out the "Implementation Workbook" to facilitate the implementation process. During implementation, Customer shall elect optional add-on services that supplement the SaaS Applications (the "Add-On" Services). Customer shall have access to the HRIS Services during implementation. After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.
3. **Professional Services.** "Professional Services" shall mean professional consulting services purchased by Customer in an applicable Ordering Document or Contractor Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Contractor shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before Contractor shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.
  4. **Segmentation.** The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
  5. **Payment Terms.** Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of Contractor's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Subscription Fees are based upon the Customer's employee count and the amount of Customer Data Contractor maintains in its systems for Customer. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental



Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Contractor invoice or Ordering Document. Failure to provide Contractor with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, Contractor may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.

6. Effect of Termination. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other Contractor intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to Contractor under this Agreement for services provided. Unless otherwise specified, after expiration or termination of this Agreement Contractor may remove Customer Data from Contractor Services and without Customer consent or notice. Upon Customer's request within ninety (90) days of termination or expiration of the Agreement, NEOGOV will provide Customer a data dump of readily available Customer Data in a commonly used format (such as .CSV). Data requests requiring any additional configuration of NEOGOV's data dump outside of the representative database format shall be at-cost at NEOGOV's then-current hourly rate.
7. Maintenance, Modifications and Support Services.
  - a) Maintenance. Contractor maintains Contractor's hardware and software infrastructure for the Services and is responsible for maintaining the Contractor server operation, software delivery, Contractor database security, and integrity of Customer Data stored in the Contractor database. Preventive system maintenance is conducted by Contractor from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks.
  - b) Modifications, Updates, and Upgrades. Contractor may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying Contractor software that Contractor makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying Contractor software such as platform updates, and major product enhancements and/or new features that Contractor makes commercially available. Contractor shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. Contractor shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
  - c) Implementation. For Services requiring implementation, Contractor implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. Contractor personnel will provide dedicated consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Personnel grasp the system.
  - d) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate Contractor to render any maintenance or support services that are not expressly provided



herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

8. Contractor Intellectual Property. Contractor shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by Contractor including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of Contractor and all proprietary rights embodied therein (collectively, the “Contractor Intellectual Property”). This Agreement does not convey or transfer title or ownership of the Contractor Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by Contractor. Other than recommendation use or as required by law, all use of Contractor Trademarks must be pre-approved by Contractor prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
9. Use of Third Parties. Contractor may designate any third-party affiliate, or other agent or subcontractor (each a “Fulfillment Partner”), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services. Should the Contractor subcontract any services or work to be provided to Customer, Contractor will be responsible to ensure subcontractor is in compliance with the terms of this Agreement.
10. Data Processing and Privacy.
  - a) Data Responsibilities. Contractor will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data inside and outside the Services (including any personally identifiable information), and (iv) Customer database(s). Contractor is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Contractor recommends Customer backup their Customer Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
  - b) Accuracy of Customer Information, Review of Data. All HRIS Services provided hereunder will be based upon information provided to Contractor by Customer (including proof of federal, state and local tax identification). Upon receipt from Contractor, whether electronically or otherwise, or Contractor’s making such information available to Customer, Customer will promptly review within one week of the records or reports, as applicable, are made available to or provided by Contractor to Customer all records and reports prepared by Contractor for validity and accuracy according to Customer’s records and Customer agrees that it will promptly notify Contractor of any discrepancies (but in any case, before any distribution or reliance on any such records or reports) within two weeks of the date the records or reports, as applicable, are made available to or provided by Contractor to Customer. These timeframes do not include weekends or holidays.





- c) External Breach. In the event of a security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, Contractor will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) within a reasonable time notify you of the security breach, its nature and scope, and the remedial actions Contractor will undertake as determined solely by Contractor.
  - d) Internal Breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify Contractor within a reasonable time of the breach and steps you will take to remedy the breach.
  - e) Protection of Customer Files and Transmission of Data. Contractor will employ commercially reasonable storage and reasonable precautions to prevent the loss of or alteration to Customer's data files in Contractor's possession, but Contractor does not undertake to guarantee against any such loss or alteration. Contractor will provide Customer an annual SOC-2 audit upon County request. Contractor is not, and will not be, Customer's official record keeper of source documentation. Customer will, to the extent it deems necessary, keep copies of all source documents of the Customer Data delivered to Contractor. In the event Customer requests Contractor provide any employee or plan participant information to any third party or to any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable Laws.
  - f) Customer agrees that Contractor may disclose certain Customer Data to its affiliated third parties to the extent necessary for Contractor to perform the services and to provide Customer and/or Customer's employees access to certain services.
  - g) Password Protection. Customer agrees to maintain the privacy of usernames and passwords associated with any HRIS Services. Customer is fully responsible for all activities that occur under Customer or Customer Personnel Accounts. Customer agrees to (a) immediately notify Contractor of any unauthorized use of Customer's password or Account or any other breach of security, and (b) ensure that Customer exits from Customer's Account at the end of each session. Contractor shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this section or to comply with applicable laws, regulations, governmental rules [or guidance,] the National Automated Clearing House Association Operating Rules and Guidelines ("NACHA Rules") or other applicable system rules or guidance ("Laws"). Customer agrees that Contractor may audit Customer's compliance with this Agreement, the NACHA Rules and Laws at any time, upon five days prior notice to Customer. Customer also represents and warrants that the payment has been properly authorized in accordance with the Law, the authorization has not been revoked.
11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential





Information”). In recognition of the other party’s need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer’s State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party’s Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party’s trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with Contractor’s concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, “screen captures”, videos, or related media of Contractor products, pages, and related documentation shall be approved by Contractor prior to any publicly accessible disclosure of such media unless otherwise required by law.

12. Compliance with Laws. Customer acknowledges that the HRIS Services may assist Customer in providing information on applicable Laws and governmental regulations, and that Customer and its employees and agents will be solely responsible for: (i) compliance with all Laws affecting it; (ii) all NACHA and other system rules applicable to it; and (iii) any use Customer may make of HRIS Services.

13. Representations, Warranties, and Disclaimers.

- a) NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof. Excluding scheduled downtime, factors outside of NEOGOV’s reasonable control, downtime that resulted from any actions or inactions of the Customer or any third parties, or downtime that resulted from the Customer’s or third party equipment, NEOGOV provided service yearly calculated uptime rates: Less than 98.5%, a 10% service credit on affected modules. Less than 95%, a 20% service credit on affected modules.
- b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. Contractor DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Contractor DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. Contractor DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE Contractor SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH Contractor WILL USE



COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, Contractor CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, Contractor DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

- d) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall Contractor be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. Contractor is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer.
- e) Services Do Not Constitute Advice or Credit Reporting. Contractor does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT Contractor IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
- f) No Control of HR Practices. You acknowledge that Contractor exercises no control over your specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. You further agree and acknowledge that Contractor does not have a direct relationship with your employees and that you are responsible for all contact, questions, Customer Data updates and collection, with your employees. In addition, you are responsible for the privacy (including your own privacy policies governing your processing of Customer Data), collection, use, retention and processing of your Customer Data, and providing any and all notices and information to your employees regarding the foregoing, in compliance with all applicable laws. Contractor hereby disclaims all liability arising from your decisions and from harmful data or code uploaded to the Service by you and/or your employees, contractors or agents.
- g) Contractor Not Fiduciary Advisor. Customer acknowledges that, in making HRIS Services available, Contractor is not acting as an investment advisor, broker-dealer, insurance agent, attorney or intermediary or a financial or benefit planner. Contractor is not providing any benefits or information related thereto.
- h) HRIS Services Do Not Constitute Legal or Other Advice. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE HRIS SERVICES PROVIDED HEREUNDER (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, AND FORMS) ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CUSTOMER AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. TO THE EXTENT CUSTOMER



REQUIRES ANY SUCH ADVICE, CUSTOMER REPRESENTS THAT IT WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS. CUSTOMER SHOULD REVIEW AND COMPLY WITH APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO THE LAWS IN ALL JURISDICTIONS WHERE CUSTOMER OPERATES OR HAS EMPLOYEES, BENEFICIARIES, AGENTS, FORMER EMPLOYEES OR OTHER RECIPIENTS OF PAYMENTS , OR ANY PERSONALLY IDENTIFIABLE INFORMATION ON ANY INDIVIDUAL, AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE.

- i) Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall take reasonable efforts to make all users, whether Authorized or unauthorized, aware of this Agreement's provisions as applicable to such user's use of the Services and shall cause users to comply with such provisions.

#### 14. Indemnification.

Customer agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Contractor, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Customer's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. It is specifically agreed by and between the Parties that, in accordance with section 768.28, Florida Statutes, Customer does not waive any defense of sovereign immunity.

#### 15. Limitations of Liability.

- a) Limitation. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF CONTRACTOR INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY CONTRACTOR FROM CUSTOMER UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF



LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

- b) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by Contractor to Customer. Each of these provisions is severable and independent of all other provisions of this Agreement.

#### 16. E-Signatures.

- a) E-Signature Provisioning & Consent. Contractor E-Forms and other electronically signed services (“E-Signatures”) are provided by Contractor for two counterparties (generally a government employer (the “sending party”) subscribing to Contractor Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by Contractor, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
- b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOOGV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
- c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, Contractor provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
- d) E-Signature Validity. PLEASE NOTE THAT CONTRACTOR’S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. Contractor HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE’S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY



PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING CONTRACTOR'S E-SIGNATURE'S.

17. Relay of Content. Contractor relays content including, but not limited to, resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters, and other materials. You acknowledge that you are asking Contractor to send this content on your behalf. We process, monitor, review, store, and analyze such content for data analysis, quality control, enforcement of the Terms of Use, security, content moderation, and to improve the SaaS Applications. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. Contractor may notify you in such an event.
18. Text Message Communications. Contractor may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. Contractor may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. Contractor shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. Contractor cannot vouch for the technical capabilities of any third parties to receive such text messages. Contractor MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
19. Benefits Module Representative. Customer shall designate one or more persons who shall serve as Contractor's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to Contractor that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under this Agreement or requested by Contractor in connection with the Benefits Module.
20. Use of the Benefits Module.
  - a) HR Users. Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and





information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.

- b) Contractor Not Fiduciary Advisor. Customer acknowledges and agrees that, in making the Benefits Module available, Contractor is not acting as an investment advisor, broker-dealer, insurance agent, attorney or intermediary or a financial or benefit planner. Contractor is not providing any benefits or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.
- c) Contractor's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that Contractor is not a "Health Care Clearinghouse" within the meaning of HIPAA, and Customer shall not request or otherwise require Contractor to act as such.
- d) Business Associate Amendment. In the event Customer believes it is a "Covered Entity" or "Business Associate" and, to the extent that Contractor receives, maintains, transmits, uses or discloses Protected Health Information pursuant to the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act ("HITECH"), the U.S. Department of Health and Human HRIS Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), the benefit services provided hereunder are subject to additional Subcontractor Business Associate Agreement either provided to Customer or located at <https://www.neogov.com/service-specifications> which are incorporated herein and may be modified from time to time and as required by law.

21. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")

- a) Contractor's Non-Fiduciary Status. Customer expressly acknowledges and agrees that Contractor is not an "Administrator," "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is Contractor a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require Contractor to act as such. Contractor shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. Contractor shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does Contractor have any authority or responsibility to do so. Contractor has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
- b) Use of Contractor's Name. Customer or the Plan Administrator must obtain the prior written consent of Contractor to insert any references to Contractor or its affiliates, or to Contractor Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by Contractor), unless the reference only identifies Contractor as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to Contractor as "administrator",





“plan administrator”, “third-party administrator”, “plan sponsor”, “fiduciary”, “plan fiduciary” or similar title.

22. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a “Carrier Link”) at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fees and may be completed by Contractor at Contractor’s then current rates. Contractor, or its Fulfillment Partners will electronically transmit employee data, including employee benefits enrollment data, to Customer’s carriers or other third parties authorized by Customer, and Customer authorizes Contractor and its Fulfillment Partners, to provide such transmission on Customer’s behalf. Contractor’s ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers’ systems. Contractor will not be obligated to transmit Customer’s data to carriers if at any time Customer’s carriers fail to provide the proper interface as solely determined by Contractor. If Customer requires development of any special or customized interfaces in order to transmit such data, all work performed by Contractor to create such interfaces will be at Contractor’s then current fees for such services. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by Contractor for validity and accuracy according to Customer’s records, and Customer will notify Contractor of any discrepancies promptly after receipt thereof.
23. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.
24. Force Majeure. Contractor shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond Contractor’s reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.



Attachment "F"  
Time Clock Terms of Service



### NEOGOV ORDER FORM

NEOGOV: Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com		Customer Name & Address: Okaloosa County (FL) 601-B N. Pearl St. Crestview, FL 32536	
Quote Creation Date:	8/25/20	Contact Name:	Edward Sisson
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	esisson@myokaloosa.com
Payment Terms	Net 30 from NEOGOV invoice.		

Fee Summary			
Service Description	Units	Term	Term Fees
TOUCH TIME III, HID PROX READER, WIFI	15 Units	N/A	\$37,059.00
Hardware Option - POWER PACK, 12V, 1A, TOUCH TIME 3	15 Units	N/A	\$742.50
Shipping	15 Units	N/A	\$175.00
Installation	15 Units	N/A	\$5,090.00
Extended Warranty	15 Units	12 months	\$2,475.00
		<b>Total:</b>	<b>\$45,541.50</b>

#### A. Terms and Conditions

Subject to [Terms of Use - Control Module Inc.](#) and CMI warranty service specifications.

# NEOGOV™

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

<b>Customer</b>	<b>Governmentjobs.com, Inc. (DBA "NEOGOV")</b>
Entity Name:   Signature: _____  Print Name:  Date:	Signature: _____  Print Name:  Date:

# TouchTime® III

Provides the most sophisticated employee self-service capabilities available—all designed to automate many processes and minimize time-consuming manual data entry for human resource and operations departments.

## Benefits you can count on

Engineered to meet the needs of workforce management, shop floor data-collection, or self-service kiosk based applications, the TouchTime III is a Windows 10 IoT based, touchscreen, data collection terminal with integrated peripherals, and is ADA compliant. The terminal features a 10.1" color capacitive touch screen interface and provides a kiosk style user experience, along with built in employee auto-identification peripherals. The TouchTime III combines powerful capabilities and a superior user experience to meet your organization's specific needs:

- **Ease of connectivity.** Connects to virtually any type of network, as well as Wi-Fi and Bluetooth, via integrated Ethernet and two external USB ports.
- **Superior user experience.** Windows 10 IoT operating system interface is familiar territory for both system administrators and users alike.
- **Added flexibility.** Multiple Windows-based applications are supported, including Java, .Net, browser-based, (such as Chrome or Internet Explorer), and any other Windows-based application.
- **Your choice of peripherals and components.** A wide range of peripherals and components are supported through the Windows ecosystem.
- **Simplified application development & deployment.** TouchTime III's application loading and monitoring system facilitates deployment and updates of Java-based applications.
- **Support for large terminal deployments.** Provides seamless data-collection and network management support for large terminal deployments via application servers, such as CMI's System Manager terminal management platform.



### Windows 10 Operating System

- Familiar User Interface
- Runs Java, .Net, and Browser-Based Applications



### Easy Network Connectivity

- WiFi
- Bluetooth
- Power Over Ethernet



### Employee Auto-Identification Peripherals

- Capacitive Fingerprint Scanner
- Multi-Class Proximity Card Reader
- Magnetic Stripe Card Reader
- Barcode Reader
- 1D-2D Scanner
- Facial Recognition



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# TouchTime® III Specifications

Label Description:	<b>TouchTime III</b>
Product Code:	<b>3007-A10XX</b>
Operating System:	Windows 10 IoT Enterprise
CPU:	Intel Atom™ X5-E8000 Quad Core, 1.04GHz up to 2GHz burst
Display:	Type: 10.1" Color Capacitive Touch Aspect Ratio: 16 x 9 Resolution: 1280 x 800 pixels
Internal Storage:	SSD: 64 GB Flash: 8 GB RAM: 2 GB
Networking:	Gigabit Ethernet
Communications:	Wi-Fi (802.11 b/g/n) 2.4GHz, WEP 64/128-bit, WPA, WPA2 Bluetooth 4.0 (Optional) External DI/DO Relay Module (Optional)
IO Ports:	2 external full-size USB 2.0
Auto-ID Readers (Optional):	Capacitive Fingerprint Scanner Multi-Class Proximity Card Reader: 125 kHz (Standard Proximity), 13.56 MHz (iClass, Mifare, SEOS and other formats) Magnetic Stripe Card Reader Barcode Reader 1-2D Scanner Facial Recognition
Power Indicators:	Type: Tri-Level LED Key: Red (Primary Power Present, Power Pack) Yellow (Battery Operation), Green (PoE + Negotiated)
UPS:	Internal Lithium Battery: 5.2 Ah
EMC Compliance:	FCC Part 15 Class A, CE
Cameras and A/V:	Camera (Optional) – High-speed USB 2.0 interface, 60-degree autofocus, 2592x1944 max resolution 5MP lens Speaker – Intel High Definition Audio Microphone (Optional)
Power:	VDC: 12V 2.08A Power Pack Power over Ethernet: 802.3at PoE+
Environment (Industrial):	Operational Temp: 5°C to 35°C (41°F to 95°F)
General:	Dimensions: 8.85 (h) x 12.00 (w) x 3.90 (d)



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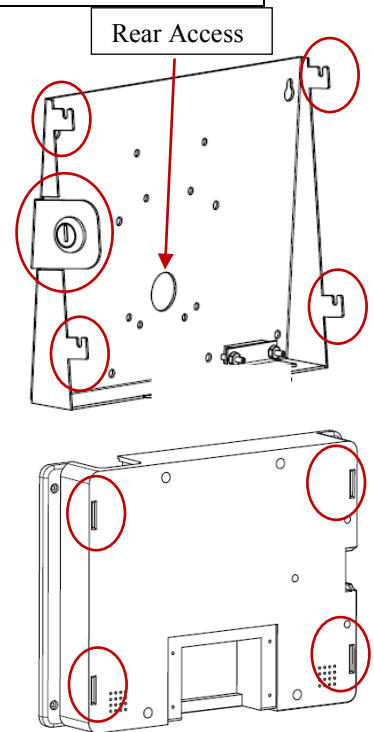


## 1370-003 Wall-Mount Installation Guide for TouchTime III

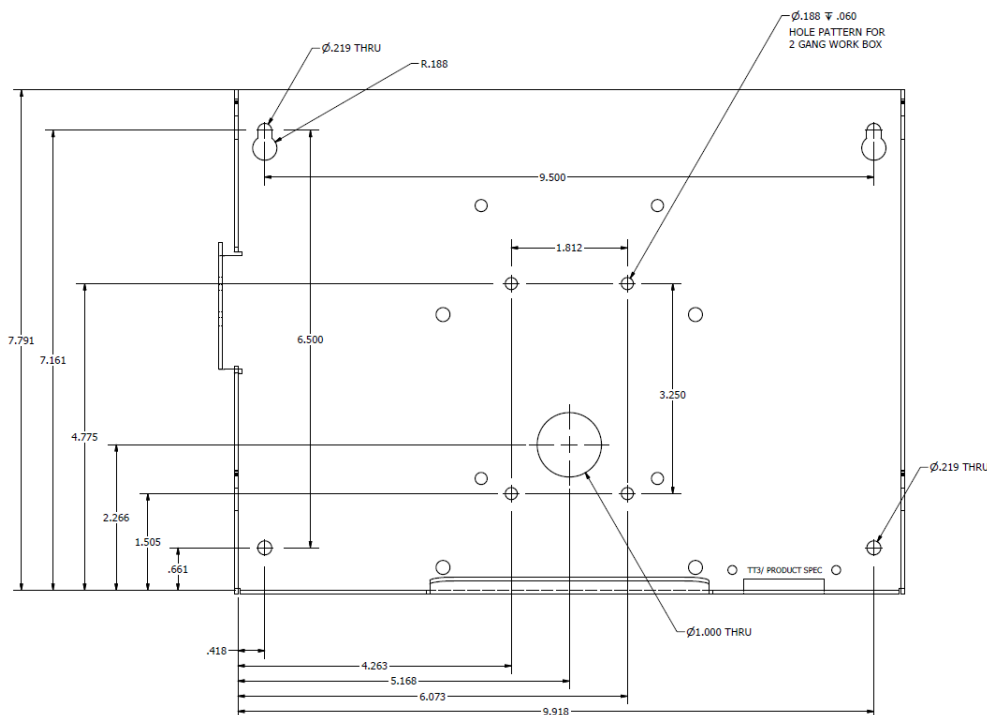
1. Use the dimensions in **Figure 4** to mark and drill pilot holes if necessary, as well as the center access hole for any cabling entering the enclosure from the rear. You can also use the opening in the bottom right of the unit (**Figure 3**) to snake cabling up the wall. To accommodate ADA standards, the bottom of the mounting panel must be 39 inches from the floor (**Figure 4A**).
2. Remove the key taped to the back of the unit, insert the key on the right side and unlock it. (**Figure 1**)
3. Pull down and lift off the mounting panel from the back of the unit.
4. Orient the unit with the key-lock mechanism on the left so the retaining hooks (**Figure 1**) on which the TouchTime III mounts are facing upwards.
5. Pass cabling entering through the rear of the unit through the pre-cut access hole in the rear of the base (**Figure 1**). See *Connecting Ethernet, Power and Other Devices* on the following page for specific connection instructions. If snaking the cabling up the wall, use the strain relief (**Figure 3A**) to secure the cabling by tightening the two nuts until the foam is snug up against the cabling.
6. Ensuring the base is level and the bottom of the base is 39 inches from the floor to ensure ADA compliancy (**Figure 3A**), use four screws to mount the base to either a junction box (four inside mounting holes) or directly to the wall (four outside mounting holes). (**Figure 3**) Screws supplied by Installer based on wall type.

**NOTE:** The screw heads must lie below the foam gasket of the mounting base so they do not interfere with the TouchTime III sliding onto the retaining hooks.

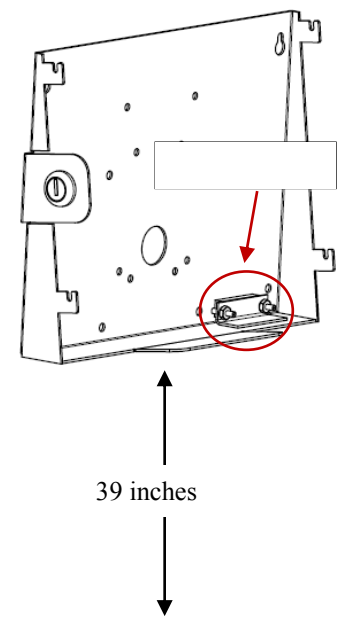
7. Follow the instructions in the sheet that came with the Battery to install it in the mounting frame.
8. With the key-lock mechanism in the unlocked position, slide the TouchTime III (**Figure 2**) onto the base's retaining hooks, ensuring it is seated securely.
9. Turn the key-lock mechanism to the locked position.



**Figure 2**



**Figure 4**



**Figure 3A**



**Service Specification**

Product Line:

**Warranty**

Product No:

Version No:

**0810**

**002F**

Sheet 1 of 1

Item: **Limited Hardware Warranty**

Configuration: **12 Months**

**Brief:**

- Limited Hardware Warranty – 12 months (1 Year) from date of Shipment
- Prepaid Freight One-Way – In Continental U.S.
- RMA Tracking
- Repair – Typically within 5 business days from receipt in-house



**Description:**

**Limited Warranty and Warranty Period:** CMI proprietary hardware products (such products, while under warranty, the “Equipment”) are warranted to be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment to the original purchaser (“Customer”). If Customer notifies CMI during the warranty period of a defect in the Equipment, CMI will repair the defective Equipment pursuant to the terms set forth below. Delivery of a repaired or replacement unit of Equipment does not extend the warranty period.

**Reporting a Defect:** Customer can report an Equipment defect to the CMI Service Center by (a) telephone between 8:00 A.M. and 4:30 P.M. (EST), Monday through Friday, excluding CMI holidays, or (b) through CMI’s support website.

- Telephone number: 800-527-4998
- Email address: service@controlmod.com

**Return and Repair Process:** After receiving Customer’s notice of an Equipment defect, the CMI Service Center will provide Customer with a Return Material Authorization (RMA) number to be used by both Customer and CMI to track the defective unit during the return and repair process. The RMA will be provided over the telephone or via email. Upon receipt of an RMA, Customer shall return the defective Equipment to CMI at Customer’s expense. CMI will pay for shipping the repaired unit back to customers located in the continental United States by ground freight. Most Equipment will be repaired within five (5) business days following their receipt at a CMI repair depot.

**EXCLUSIONS**

CMI DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. CMI IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR CMI HARDWARE EQUIPMENT OR OTHER APPLICABLE STANDARDS OR CODES. CMI DISCLAIMS ANY WARRANTY, LIABILITY OR DUTY TO PROVIDE NOTICE TO CUSTOMER AND/OR CUSTOMER’S EMPLOYEES OF CUSTOMER’S DUTY TO COMPLY WITH ANY BIOMETRIC PRIVACY LAWS OR SIMILAR BIOMETRIC STORAGE AND/OR REPORTING LAWS, RULES, REGULATIONS OR STATUTES. CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL BIOMETRIC PRIVACY LAWS AND ANY LAWS, RULES, REGULATIONS OR STATUTES GOVERNING USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY BIOMETRIC STORAGE AND/OR REPORTING LAWS, RULES, REGULATIONS OR STATUTES.

This Limited Warranty does not apply to the following (1) furnishing supplies for, painting, or refinishing Hardware Equipment; (2) electrical work external to such Hardware Equipment; (3) installation, maintenance, or removal of alternations, attachments, or other devices not furnished by CMI LLC; (4) on site services (including without limitation: installation or removal and costs thereof); (5) services which cannot be practicably performed due to alterations in or attachments to the equipment; or (6) services for accessories.

This Limited Warranty does not extend to any product for repair or replacement of defective Hardware Equipment that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by user software, interfacing, parts or supplies not supplied by CMI; (d) by improper site preparation or maintenance; (e) virus infection, malware, ransomware, failure to update operating system(s) and/or software application(s), communication line failure, delays in transmission, unauthorized access to data, and/or lost, deleted, or inaccessible data; (f) loss or damage in transit, vandalism, or burglary of the Hardware Equipment, acts of terrorism, accident, or disaster, or other external causes (including water, wind, lightning, and/or dust); or (g) by modification or service by anyone other than (i) CMI, (ii) CMI authorized service provider, or (iii) your own installation of end-user replaceable CMI or CMI approved parts if available for your Hardware Equipment.

The Limited Warranty does not apply to the extent the defect in the Hardware Equipment is due to the use of the Hardware Equipment in conjunction with products not manufactured by CMI or to Hardware Equipment from which the serial number has been altered, defaced, or removed.

**LIMITATIONS OF LIABILITY**

If your CMI Hardware Equipment failed to work or perform as warranted above, the maximum liability of CMI under this Limited Warranty is expressly limited to the lesser of the price you have paid for the product or the cost of repair or replacement of any hardware components that malfunctioned in conditions of normal use.

This Limited Warranty extends only to the original purchaser of the Hardware Equipment. It may not be assigned to any third party. CMI may require the Customer to provide proof of purchase as a condition of receiving warranty service. Customer’s dated sales or shipping receipt, showing the date of shipping or date of purchase, is the Customer’s proof of purchase.

EXCEPT AS INDICATED ABOVE, IN NO EVENT SHALL CMI LLC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR SAVINGS, LOSS OF EARNINGS, GOODWILL, COSTS OF COVER, IN EACH CASE RELATING TO THIS WARRANTY OR TO THE EQUIPMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Label Description:

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Marketing / Date	Approval / Date	Rev No: / Date	
JWB 02/06/2018	JAB 02/06/2018	06/ 02/06/2018	

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**Service Specification**

Product Line:

**Warranty**

Product No:

Version No:

**0813**

**012C**

Sheet 1 of 1

Item: **Extended Hardware Warranty**

Configuration: **12 Months**

**Brief:**

- Extended Warranty – 12 months from end of original warranty
- Prepaid Freight One-Way – In Continental U.S.
- RMA Tracking
- Repair – Typically within 5 business days from receipt in-house
- Purchased up front with product sale



**Description:**

**Extended Warranty Period:** Must be purchased at time of product sale of CMI proprietary hardware products (such products, while under warranty, the "Equipment") are warranted to be free from defects in materials and workmanship for a total of twenty-four (24) months from the date of shipment to the original purchaser ("Customer"). If Customer notifies CMI during the warranty period of a defect in the Equipment, CMI will repair the defective Equipment pursuant to the terms set forth below. Delivery of a repaired or replacement unit of Equipment does not extend the warranty period.

**Reporting a Defect:** Customer can report an Equipment defect to the CMI Service Center by (a) telephone between 8:00 A.M. and 4:30 P.M. (EST), Monday through Friday, excluding CMI holidays, or (b) through CMI's support website.

- Telephone number: 800-527-4998
- Email address: service@controlmod.com

**Return and Repair Process:** After receiving Customer's notice of an Equipment defect, the CMI Service Center will provide Customer with a Return Material Authorization (RMA) number to be used by both Customer and CMI to track the defective unit during the return and repair process. The RMA will be provided over the telephone or via email. Upon receipt of an RMA, Customer shall return the defective Equipment to CMI at Customer's expense. CMI will pay for shipping the repaired unit back to customers located in the continental United States. Most Equipment will be repaired within five (5) business days following their receipt at a CMI repair depot.

**EXCLUSIONS**

CMI DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. CMI IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR CMI HARDWARE EQUIPMENT OR OTHER APPLICABLE STANDARDS OR CODES. CMI DISCLAIMS ANY WARRANTY, LIABILITY OR DUTY TO PROVIDE NOTICE TO CUSTOMER AND/OR CUSTOMER'S EMPLOYEES OF CUSTOMER'S DUTY TO COMPLY WITH ANY BIOMETRIC PRIVACY LAWS OR SIMILAR BIOMETRIC STORAGE AND/OR REPORTING LAWS, RULES, REGULATIONS OR STATUTES. CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL BIOMETRIC PRIVACY LAWS AND ANY LAWS, RULES, REGULATIONS OR STATUTES GOVERNING USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY BIOMETRIC STORAGE AND/OR REPORTING LAWS, RULES, REGULATIONS OR STATUTES.

This Limited Warranty does not apply to the following (1) furnishing supplies for, painting, or refinishing Hardware Equipment; (2) electrical work external to such Hardware Equipment; (3) installation, maintenance, or removal of alternations, attachments, or other devices not furnished by CMI LLC; (4) on site services (including without limitation: installation or removal and costs thereof); (5) services which cannot be practicably performed due to alterations in or attachments to the equipment; or (6) services for accessories.

This Limited Warranty does not extend to any product for repair or replacement of defective Hardware Equipment that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by user software, interfacing, parts or supplies not supplied by CMI; (d) by improper site preparation or maintenance; (e) virus infection, malware, ransomware, failure to update operating system(s) and/or software application(s), communication line failure, delays in transmission, unauthorized access to data, and/or lost, deleted, or inaccessible data; (f) loss or damage in transit, vandalism, or burglary of the Hardware Equipment, acts of terrorism, accident, or disaster, or other external causes (including water, wind, lightning, and/or dust); or (g) by modification or service by anyone other than (i) CMI, (ii) CMI authorized service provider, or (iii) your own installation of end-user replaceable CMI or CMI approved parts if available for your Hardware Equipment.

The Limited Warranty does not apply to the extent the defect in the Hardware Equipment is due to the use of the Hardware Equipment in conjunction with products not manufactured by CMI or to Hardware Equipment from which the serial number has been altered, defaced, or removed.

**LIMITATIONS OF LIABILITY**

If your CMI Hardware Equipment failed to work or perform as warranted above, the maximum liability of CMI under this Limited Warranty is expressly limited to the lesser of the price you have paid for the product or the cost of repair or replacement of any hardware components that malfunctioned in conditions of normal use.

This Limited Warranty extends only to the original purchaser of the Hardware Equipment. It may not be assigned to any third party. CMI may require the Customer to provide proof of purchase as a condition of receiving warranty service. Customer's dated sales or shipping receipt, showing the date of shipping or date of purchase, is the Customer's proof of purchase.

EXCEPT AS INDICATED ABOVE, IN NO EVENT SHALL CMI LLC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR SAVINGS, LOSS OF EARNINGS, GOODWILL, COSTS OF COVER, IN EACH CASE RELATING TO THIS WARRANTY OR TO THE EQUIPMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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	JWB 02/06/2018	JAB 02/06/2018	03/ 07/16/2019	

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABD Insurance & Financial Services 450 Sansome Street, #300 San Francisco, CA 94111  www.theabdteam.com	CONTACT NAME: Certificate Request	FAX (A/C, No): 415-483-7769	
	PHONE (A/C, No, Ext): 415-483-7770	E-MAIL ADDRESS: TechCertRequest@theabdteam.com	
INSURED Governmentjobs.com, Inc. (NEGOV) 300 Continental Blvd. Suite 565 El Segundo CA 90245	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkley National Insurance Company		38911
	INSURER B: Berkley Regional Insurance Company		29580
	INSURER C: Steadfast Insurance Company		26387
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 57483650

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP 7011473	8/25/2020	8/25/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TCA 7011474	8/25/2020	8/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$10,000			TCP 7011473	8/25/2020	8/25/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC 7011475	8/25/2020	8/25/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Technology- Errors & Omissions, Incl. Cyber, Network Security, Data Breach			EOC 6219893 - 01	8/25/2020	8/25/2021	Limit: \$1,000,000; Retention: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations of the Named Insured.

Okaloosa County, the interest of all entities named, their respective Officials, Employees and Volunteers of each and all other interests as may be reasonably are included as additional insureds as respects General Liability, Automobile Liability and Umbrella Liability policies, but only to the agreement extent required by written contract or written agreement. Primary Wording applies with respects to General Liability and Automobile Liability. Waiver of subrogation applies to General Liability, Automobile Liability and Umbrella Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County (FL)  
Newman C. Brackin Building,  
302 N. Wilson Street, Suite 203  
Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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ACORD 25 (2016/03)

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