

RESOLUTION NO. 2020 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE AND TO EXECUTE AN AGREEMENT FOR NEOGOV EMPLOYMENT APPLICANT TRACKING SOFTWARE

RECITALS

WHEREAS, the County seeks to purchase NEOGOV Employment Applicant Tracking Software for posting employment vacancies, receiving job applications for SJC Personnel Services and onboarding new hires; and

WHEREAS, in accordance with section 302.6.5.4 of the St. Johns County Purchasing Manual, entitled "Piggyback or Cooperative Purchasing", the County is authorized make said purchase subject to the terms and conditions of City of Titusville contract #19-P-25 ("Contract"); and

WHEREAS, purchase of the software will be funded by Personnel Services; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract and finds that entering into the Contract for the purchase of the employment applicant tracking software serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to purchase NEOGOV Employment Applicant Tracking software.

Section 3. In accordance with the terms and conditions of the Contract, the County Administrator, or designee, is further authorized to execute an agreement in the amount of \$94,140.00 for the purchase of NEOGOV Employment Applicant Tracking software from NEOGOV.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2020.

ATTEST: Brandon Patty

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Jeb S. Smith, Chair

NEOGOV ORDERING FORM	
Employee Count: 1,100 FT 4/21/2020	Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com

Customer Information			
Customer Name:	St. Johns, County of (FL)	Customer Contact Name:	Sarah Taylor
Customer Address:	500 San Sebastian View St. Augustine, FL 32084	Email Address:	staylor@sjcfl.us

Fee Summary			
Description of Subscriptions	SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Insight Enterprise – Year 1 (6/1/2020-9/30/2020) (IN)	\$5,547.00	\$5,000.00	\$10,547.00
Insight Enterprise – Year 2 (10/1/2020-9/30/2021) (IN)	\$16,640.00	NA	\$16,640.00
GovernmentJobs.com – Year 1 (6/1/2020-9/30/2020) (GJC)	\$1,062.00	\$0.00	\$1,062.00
GovernmentJobs.com – Year 2 (10/1/2020-9/30/2021) (GJC)	\$3,185.00	NA	\$3,185.00
E-Forms - Year 1 (6/1/2020-9/30/2020) (EF)	\$7,698.00	\$5,000.00	\$12,698.00
E-Forms - Year 2 (10/1/2020-9/30/2021) (EF)	\$23,095.00	NA	\$23,095.00
Onboard - Year 1 (6/1/2020-9/30/2020) (ON)	\$4,853.00	\$4,000.00	\$8,853.00
Onboard - Year 2 (10/1/2020-9/30/2021) (ON)	\$14,560.00	NA	\$14,560.00
Integrations - Year 1 (6/1/2020-9/30/2020) (IG)	\$500.00	\$1,500.00	\$2,000.00
Integrations - Year 2 (10/1/2020-9/30/2021) (IG)	\$1,500.00	NA	\$1,500.00
		Order Total (Year 1 (6/1/2020-9/30/2020):	\$35,160.00
		Order Total (Year 2 (10/1/2020-9/30/2021):	\$58,980.00

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at <https://www.neogov.com/service-specifications>, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
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).

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.

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

RIDER 1

St. Johns County Supplemental Terms and Conditions

1. The following Supplemental Terms and Conditions of St. Johns County (the "County") are hereby incorporated into the GovernmentalJobs.COM, Inc. d/b/a NEOGOV as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the NEOGOV Agreement, the provisions of Rider 1 shall prevail. The parties agree as follows:

Compensation:

The County shall compensate NEOGOV in accordance with the mutually agreed to Order Form entered into between the County and NEOGOV. The Initial Order Form reflects an Order Total for Year 1 Cost of thirty-five thousand one hundred sixty dollars zero cents (\$35,160.00), which shall be paid 30 days after agreement is fully executed and Order Total for Year 2 Cost of fifty-eight thousand nine hundred eighty dollars and zero cents (\$58,980.00) as set forth on the order form as submitted by NEOGOV and accepted by the County. The maximum amount available as compensation to NEOGOV under this Agreement shall not exceed thirty-five thousand one hundred sixty dollars (\$35,160.00) for the first year, and fifty-eight thousand nine hundred eighty dollars (\$58,980.00) each additional year which shall be the amount budgeted by the St. Johns County Personnel Department for services delivered in accordance with the Contract Documents.

It is strictly understood that NEOGOV is not entitled to the above-referenced amount of compensation. Rather, NEOGOV's compensation shall be based upon NEOGOV's providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.

The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.

2. Availability of Funds.

The County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, (and the County agrees that it shall not execute and submit an Order Form for the purchase of any products or services from NEOGOV unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that NEOGOV cannot demand that the County provide any such funds in any given County Fiscal Year.

3. Permits and Licenses. To the extent that NEOGOV needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then NEOGOVs shall be responsible for securing, obtaining/acquiring, and maintaining, at NEOGOV's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

4. Independent Contractor Relationship.

NEOGOVS is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to NEOGOV's sole direction, supervision, and control.

NEOGOVS shall exercise control over the means and manner in which it and its employees perform the work, and in all respects NEOGOV's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. NEOGOV does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

5. Amendments to this Contract Agreement.

Both the County and NEOGOV acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and NEOGOV acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and NEOGOV.

6. Duration & Renewal.

This Contract Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of two (2) calendar years, and may be renewed, in one year periods, upon satisfactory performance by NEOGOV, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this

Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that NEOGOV has satisfactorily performed the Services noted in the Contract Documents.

7. Public Records

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that NEOGOV's performance under this Agreement constitutes an act on behalf of the County, NEOGOV shall comply with all requirements of Florida's public records law. Specifically, if NEOGOV is expressly authorized, and acts on behalf of the County under this Agreement, NEOGOV shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) 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 with a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and the following completion of this Agreement if NEOGOV does not transfer the records to the County; and
 - (4) Meet all requirements for retaining public records, and transfer at NEOGOV's sole cost and expense, all public records in the possession of NEOGOV upon termination of this Agreement. NEOGOV shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

- C. Failure by NEOGOV to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. NEOGOV shall promptly provide the County notice of any request to inspect or copy public records related to

this Agreement in NEOGOV's possession and shall promptly provide the County a copy of NEOGOV's response to each such request.

8. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

9. Termination.

This Contract may be terminated by the County without cause upon at least ninety (90) calendar days advance written notice to NEOGOV of such termination without cause. This Contract may be terminated by the County with cause provided that NEOGOV does not cure such deficiency within thirty (30) days of written notice by County of NEOGOV's breach. Such written notice shall indicate the exact cause for termination.

10. Notice of Default / Right to Cure

- A. Should NEOGOV fail to perform (default) under the terms of this Contract, then the County shall provide written notice to NEOGOV, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by NEOGOV to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to NEOGOV during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, NEOGOV shall be paid for Services authorized and due under the applicable Order Form signed between the parties. The SaaS Services are provided on an annual basis. If the County terminates because of a NEOGOV breach, NEOGOV will refund any unused and prepaid fees. If the County terminates without cause, NEOGOV will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, NEOGOV shall:
 - 1. Stop work on the date to the extent specified
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
 - 3. This is not a works for hire arrangement. Customer is not receiving any work product from NEOGOV. Continue and complete all parts of the work that have not been terminated

11. Personnel.

NEOGOVS represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by NEOGOV, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in NEOGOV's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. NEOGOV warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

12. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. NEOGOV is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, NEOGOV shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

13. Governing Law and Venue.

This Contract Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.

14. Insurance.

NEOGOV, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the Duration of this Contract Agreement.

NEOGOV shall not commence work under this Contract until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. NEOGOV shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate NEOGOV has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve NEOGOV of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

NEOGOV shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect NEOGOV from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by NEOGOV or by anyone directly employed by or contracting with NEOGOV.

NEOGOV shall maintain during the life of this Contract, Technology Errors & Omissions/Professional Liability with minimum limits of \$3,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover NEOGOV and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

NEOGOV shall maintain during the life of this Contract, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$3,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

NEOGOV shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect NEOGOV from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including rented/hired automobiles whether such operations be by NEOGOV or by anyone directly or indirectly employed by a NEOGOV.

NEOGOV shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

15. Indemnification.

NEOGOV shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and reasonable professional consultation services, and reasonable attorneys' fees, arising out of claims for personal injury or tangible property damage and NEOGOV' gross negligence. NEOGOV shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

16. Successors & Assigns.

The County and NEOGOV each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor NEOGOV shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and NEOGOV.

17. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

18. Conflict of Interest.

NEOGOV represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. NEOGOV further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. NEOGOV shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence NEOGOV's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that NEOGOV may undertake and request an opinion of NEOGOV, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by NEOGOV. The County agrees to notify NEOGOV of its opinion by certified mail within 30 days of receipt of notification by NEOGOV. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by NEOGOV, the County shall so state in the notification and NEOGOV shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by NEOGOV under the terms of this Contract Agreement.

19. Excusable Delays.

NEOGOV shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond NEOGOV's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; failure of the internet, the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of NEOGOV' subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of NEOGOV and its subcontractor(s) and is without the fault or negligence of either of them, NEOGOV shall not be deemed to be in default. Upon NEOGOV' request, the County shall consider the facts and extent of any delay in performing the work and, if NEOGOV' failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

20. Arrears.

NEOGOV 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. NEOGOV further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

21. Ownership of Documents.

NEOGOV acknowledges that all information provided by County to NEOGOV shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by NEOGOV under the Agreement remains the property of NEOGOV. NEOGOV is granting County a license to use the software applications and any documents developed and/or produced in connection with that license, and subject to the software license agreement; such licenses contain confidential or proprietary information and shall remain the property of NEOGOV. The rights County will receive under the license agreement are rights to use the NEOGOV software license applications and related materials. County is not entitled to any rights to the title or ownership of any source code, object code, design and design documents, flow charts and/or specifications, or any work product produced by NEOGOV, such as reports, schedules, displays, exhibits, other documentation, etc. NEOGOV claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, the NEOGOV terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

22. Contingent Fees.

NEOGOV warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for NEOGOV to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for NEOGOV, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

23. Access & Audits.

NEOGOV shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Contract Agreement. The County shall have access to such NEOGOV books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

24. Nondiscrimination.

NEOGOV warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

25. Entirety of Contractual Agreement.

The County and NEOGOV agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and NEOGOV.

26. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

27. Authority to Practice.

NEOGOV hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

28. Severability.

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. Amendments & Modifications.

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, NEOGOV shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended NEOGOV shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

30. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

31. Notices.

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View St. Augustine, FL 32084

and if sent to NEOGOV shall be mailed to:

NEOGOV
300 Continental Blvd, Suite 565

32. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

33. No Third Party Beneficiaries.

Both the County and NEOGOV explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

34. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, NEOGOV may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

35. Survival.

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

NEOGOV Schedule I – Integration Terms & Descriptions

NEOGOV offers integrations and platform APIs for integrations to third party systems. Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Ordering Document. NEOGOV Integration Service descriptions for Integration Services not purchased or subscribed to by Customer are provided for reference only and are subject to change. More detailed information about each Integration can be found in the relevant Export and Integration Guides.

Additional Terms Applicable to Integrations. The following terms supplement the standard terms and conditions set forth in the Services Agreement and shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found here <https://api.neogov.com/connect/marketplace.html> and described further in the Integration Detail and accompanying technical documentation (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”).

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this

Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Description of Integrations

New Hire (NH)

NEOGOV offers a standard New Hire Integration that automatically exports a file of hires from Insight Enterprise and uploads it to an FTP site. This file then can be processed into your HRIS by your organization. Hires within Insight can refer to any new hires, rehires, or promotions that have been entered into Insight Enterprise. The data exported can be configured to include standard fields that you specify. This integration can be designated either as a scheduled batch process (i.e. daily, weekly, etc.) or as a real-time web service. During implementation, Customer personnel work with a NEOGOV Implementation Consultants to define which fields are required. Additionally, NEOGOV can export custom fields the Customer defines in the master profile or hires table.

Position Control (PC)

The Position Control Integration provides an ongoing or one-time load of Position Control data from a file to the NEOGOV applications. This data is used to populate the Requisition and Hire forms with Position Control information once the Position Number is entered onto the Requisition or Hire form. The files are retrieved from a NEOGOV hosted Secure FTP server and then loaded into the Positions table in NEOGOV.

Standard Integrations (SI)

NEOGOV Standard Integrations provide ongoing or one-time data imports from file(s) into NEOGOV applications. Each integration point is considered a separate project. Standard Integration files should include only records to be added or updated in Insight. NEOGOV retrieves the files from the SFTP server and then imports the data into Insight. The available data tables include:

- Bargaining Units
- Physical Classes
- Locations
- Divisions
- Class Specs
- HR Users
- Department Users
- Occupational Groups
- Departments

Single Sign-On (SSO)

NEOGOV's Single Sign On (SSO) options allow agency users to securely authenticate and login to NEOGOV applications without having to re-enter their credentials. Currently NEOGOV offers two SSO options: SAML and Azure AD. Details for each option are provided by the NEOGOV Implementation Consultant prior to the project kick-off. Customer is responsible to keep user status in NEOGOV systems up-to-date; however, a separate integration is available to automate this update process.

Higheredjobs.com Job Postings (HP)

Jobs posted to the agency's open or external jobs page can also be advertised on the higheredjobs.com employment website. This NEOGOV-operated site caters to your ideal applicant, as it shows only jobs at institutions of learning. Applicants can apply and monitor their application directly from higheredjobs.com, making the application process seamless and simple.

Applicant Testing (AT)

Option 1: Biddle Consulting Group Testing Suite includes:

1. OPAC Testing Software. Pre-employment testing used to measure the skills and abilities critical to clerical and administrative positions.
2. CritiCall. Public safety dispatcher and call taker simulation test to assess potential success in the position.
3. Redirects applicants from Insight into OPAC and CritiCall.
4. Automatic upload of OPAC and CritiCall test scores into Insight.
5. Auto-test Code management between disparate installations of OPAC or CritiCall with organization.

Option 2: Skillcheck

NEOGOV offers integrations with Skill Check for online testing. Once the integration is enabled, your Skill Check tests will be available in Insight. Upon test completion, scores will be available within Insight. Licensed Skill Check products are installed on your organization's PCs or servers with unlimited seat licenses. Each product comes with a standard end user license agreement and is available as an annual subscription.

Option 3: IBM Kenexa

NEOGOV offers integrations with IBM - Kenexa for online testing. Once the integration is enabled, IBM tests will be available in Insight. Upon test completion, scores will be available within Insight. Licensed IBM - Kenexa products are installed on your organization's PCs or servers with unlimited seat licenses. Each product comes with a standard end user license agreement and is available as an annual subscription.

Background Check (BC)

The NEOGOV Background Check Integration allows agencies to initiate background checks directly from Insight or OHC. Choose from a wide and ever-growing selection of background check vendors to find one that suits the needs of your agency. Control who has access to view or initiate background checks via security role customization in OHC and track the status of the background check from the referred list.

Onboard Documents Export (OE)



The Onboard Documents Export allows Onboard users to schedule bulk exports of completed onboarding forms and data as needed. The forms and data are exported on a regular basis to a secure FTP folder. Only your agency has access to this information. More detailed information is available in the NEOGOV Onboard Documents Export Subscription guide.

Hire Export (HE)

The NEOGOV Hire Export periodically exports and uploads a file of onboarded hires from Insight or Onboard to an SFTP site. This file can be processed into your HRIS.

Employee Integration (EI)

NEOGOV's Employee Integration provides an ongoing feed of up-to-date employee data extracted from your HRIS/ERP system into Perform or Onboard. All files are to be placed in the Customer's 'Inbound' folder on the NEOGOV SFTP server. NEOGOV retrieves the files from the SFTP server and then imports the data into Perform/Onboard. This integration can be designated as a scheduled batch process (i.e. daily, weekly, etc.).

API Integrations with HRIS/Financial System (HRA)

NEOGOV provides a RESTful Web Service API for integrations built on standard technology. The Web Service API can be used to add, update, and retrieve records from your NEOGOV system in real-time. The service supports XML and JSON message formats. The API is well documented. Documentation on usage and best practices for leveraging the API for an optimum, low cost integration will be provided during the integration process.

1. NEOGOV Responsibilities:
 - a. Technical guidance/support on API usage
 - b. Provide API key and signature for sandbox and Production account
 - c. Configuration of a sandbox account to enable testing
 - d. Support during testing
2. Customer Responsibilities:
 - a. Assign a technical point of contact during all phases of the project (from kick off to 'go live')
 - b. Build the integration using the API's
 - c. Maintain integration post go-live (for any changes to the API's)

Laserfiche (LF)

In partnership with MCCi, NEOGOV offers a Laserfiche Integration which allows customers to send applications, Personnel Action Forms, and attachments from Insight and Onboard forms to a customer's Laserfiche document management system. To utilize customer must meet the following requirements:

1. Maintain a license to Insight and/or Onboarding module(s).
2. Maintain a Laserfiche named-user license allocated to this Integration.
3. Provide NEOGOV access to the Laserfiche environment for web service endpoint installation.
4. Endpoint server is accessible by NEOGOV's document management service.
5. Document transfer to Laserfiche over port 80 or 443.
6. Customer must procure and install their own SSL certificates to bind to IIS HTTPS endpoints, enabling encrypted transmission of HR documents from NEOGOV to Laserfiche.

Laserfiche Implementation services for this Integration includes:

1. Installation of NEOGOV Integration.
2. Configuration of Integration Utility to pair core NEOGOV metadata fields to Laserfiche metadata fields.
3. Configuration of NEOGOV Integration properties in the NEOGOV module to enable "Send to Laserfiche" buttons.

NEOGOV SERVICES 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. **NEOGO 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 “NEOGO 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 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 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 electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

NEOGOV Schedule S –Service Descriptions

Customer may use only those Services purchased or subscribed to as listed within the NEOGOV Ordering Document. NEOGOV Service descriptions for Services not purchased or subscribed to by Customer are provided for reference only and are subject to change.

Insight Enterprise (IN).

Insight Enterprise is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

Recruitment:

- Online job application
- Configurable Career site
- Online job interest cards
- Recruitment and examination planning

Applicant Tracking:

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate self-service portal for scheduling and application status

Career Pages:

- NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses of its promotional, transfer and ordinary job posting website links (Links provided by NEOGOV)

Reporting and Analysis:

- Standard system reports
- Ad hoc reporting tool

Selection:

- Configurable supplemental questions
- Define unique automatic scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Insight Training:

- NEOGOV will create a Customer-specific training environment for Insight Enterprise, which is used by Customer during training and afterwards to train in prior to moving into production.
- Customer will have full access to the demo/training environment setup for Insight Enterprise.
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Ordering Document.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Insight Candidate Text Add-On

Send messages through the Insight platform to candidates who agree to receive text notifications on their mobile device. Provide them with updates on the status of their applications, interview times, next steps in the application process, and application results.

Insight Canvassing Add-On

The canvassing feature automates the distribution and collection of canvassing forms. It allows organizations to email notify candidates to complete a canvassing form for a specific job opportunity. Candidates access the form within their jobseeker account. Employers can access the submitted forms from each candidate and set access restrictions. The history of dates the form is sent and received is maintained within the system.

Position Management (PM).

Position Management is designed to track, monitor, and implement approval workflows relating to Position status and Position requests. Tracked fields of budgeted positions include job title, department, job classification, position types, FTE, custom fields, and more. In addition, PM allows for an audit trail of position requests and permits a seamless integration into the NEOGOV HRIS to transmit Position data and track filled or vacant positions.

GovernmentJobs.com Job Posting Subscription (GJ).

Agency can advertise their job openings on the governmentjobs.com employment website. This secondary NEOGOV job board consistently attracts more than 300,000 visitors per week, greatly expanding the audience of job postings. Applicants can search for jobs based on geographical location and/or keyword, helping them find jobs at agencies within which they are not specifically searching. Applicants can apply and monitor their application directly from governmentjobs.com, making the application process seamless and simple. All job postings are shared to GovernmentJobs.com automatically from the agency's primary career page when this subscription is enabled.

Perform (PE).

Perform is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales Log of Performance Observations throughout the year
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

- Peer Reviews & Multi-rater capability

E-Forms (EF).

E-Forms is designed to provide customers the means to complete all employee paperwork online. Features include automated approval and signature routing, electronic personnel files, conversion of PDF files to online forms, E-signature, and automated notifications.

Onboard (ON).

Onboard is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File of Onboard forms
- Federal I9 and W4 forms
- Checklists of tasks to create specific Onboard process by position, department, division or class spec
- Configurable new hire portal
- Ability to promote, rehire and offboard employees (task assignment based on new position)
- Global form bank
- Configurable Email Notifications
- Automation of Onboard process
- Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
 - Background forms \$295 per form
 - Dynamic Forms \$40 per form
 - Updates to existing forms \$200 an hour

Learn (LE).

Learn is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will including the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload SCORM course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
- Off-the-shelf online courses
- NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.

Core HR (CHR)

Core HR is designed to be a combination of Human Resource data and IT resource to maintain detail and history around their human resource capital. This includes organization structural design, employee records, benefit plans and administration, attendance/leave plans, and more. A subscription to CoreHR includes, but is not limited to the following:

- Organizational management
- Benefits administration and online open enrollment
- Attendance/Leave management
- Employee and manager self-service
- Reporting and analytics
- PA's and workflow
- Union contracts
- FMLA tracking

Payroll (PR)

Payroll is designed to further enhance the CoreHR technology with the ability to process payroll directly in the HRIS. This feature-rich module handles all your payroll processing needs and complexities unique to your agency. A subscription to PR includes, but is not limited to the following:

- Premiums and shift differentials
- FLSA true up
- Retro pay calculation
- Job/fund costing
- General ledger integration including cost allocations
- W2, 1095, garnishment, tax, and year-end processing

Time and Attendance (TA)

Time and Attendance is designed to assist in the tracking of employees work time. This module complements payroll by capturing time and calculating items such as various overtime rules, shift differentials, and job/cost tracking. A subscription to TA includes, but is not limited to the following:

- Unlimited work rule/shifts
- Holiday calendars
- Online timesheets
- Scheduling
- Approvals



NEOGOV

Request for Proposal Response

City of Titusville, Florida

#19-P-25 Recruitment and Applicant Tracking Services
NEOGOV – C Corp.

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
Submission Due: March 26, 2019

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

March 26, 2019

City of Titusville
Purchasing and Contracting Administration
Attn: April Chapman
555 South Washington Ave
Titusville, FL 32796
RFP # 19-P-25

Dear Ms. Chapman,

GovernmentJobs.com, Inc. (d/b/a NEOGOV) is pleased to submit our response for the City of Titusville's request for a Recruitment and Applicant Tracking System. This submission is in accordance with the requirements set forth in the original Request for Proposal (RFP) due on March 26, 2019. 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 Applicant Tracking and 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.

Thank you for your consideration. We look forward to working with the City of Titusville.

Respectfully,



John Closs
Controller, NEOGOV

3.1.2 EXECUTIVE SUMMARY

One of the greatest benefits of working with NEOGOV is that agencies can leverage our experience with similar organizations to ensure the project is completed successfully. NEOGOV has a customer satisfaction rating of 9.5 out of 10. Our customer satisfaction rates are a result of us focusing on user adoption, best practices, results, and helping HR departments become more responsive, strategic, and customer centric. We invite agencies to contact our partners as evidence of our commitment to customers.

Fully Configurable

One of the greatest benefits of NEOGOV's Insight Enterprise system is its ability to be easily configured by HR without costly IT intervention. Insight Enterprise is used by over 90,000 users and accommodates vastly different business rules, processes, and workflows. We have developed Insight so that each organization can start using Insight out of the box to accommodate any practices, rules, regulations, processes, and workflows without having to customize.

Out of the box, users can...

- Define whether position announcements are created for internal or external users,
- Define what steps are required by the applicant when applying,
- Start receiving applicants who will go through screening and evaluation steps, get placed on an eligible list, be delivered to hiring managers, and eventually be hired.

HR can further define evaluation steps and score them. HR can also define which written/oral/performance evaluations are required, whether to apply weighting to each step, and determine the applicant ranking on the eligible list.

The ability to configure multiple application types is also available and does not require any customization. During the initial implementation period, NEOGOV will work directly with you to design the application to ensure all required data is captured during the recruitment process. Agencies can then create an unlimited number of application types and can run countless recruitment types within the system using these applications. This includes the ability to use various evaluation steps for each individual recruitment.

Insight Enterprise also includes a job specific supplemental question bank where you can create questions to use within your job postings to conduct actions such as auto minimum qualification screening, auto desirable ratings, and T&E evaluations or other tests. Agencies can create and maintain unlimited questions within their own item bank within the system. In addition to being used for job specific supplemental questions, these can also be used for internal questions as well. This allows your organization to verify applicant references, education and employment history, oral panel questionnaires, and more.

NEOGOVS Onboard system has key integration points with Insight Enterprise and provides interactive dashboards for employees, mentors, human resources and hiring managers. This system enables new hires to become more productive from their first day on the job by

streamlining new hire paperwork, processes and training. Onboard will help the City of Titusville reduce cycle time from days to minutes, and save time and effort.

NEOGOV has a strong commitment to use technological advances to increase its competitive advantage and continue to provide the most comprehensive and the most usable workforce management system for the public sector market. We have no doubt that we'd be able to deliver more than satisfactory products to the City of Titusville within a specific time period. Please see the attached implementation plan to review a sample timeline.

NEOGOV has thoroughly read and understands the current configuration and objectives for this project and we are confident that our experience working with over 1800 public section and education agencies nationwide providing the similar services that are stated in this RFP will lead to project success.

3.1.3 INFORMATION ABOUT FIRM

a. Legal Name of Entity	GovernmentJobs.com
b. Doing Business under Other Company Name? If Yes, Name of Entity	NEOGOV
c. Headquarters Address	300 Continental Blvd. Suite 565
d. City, State, Zip Code	El Segundo, CA 90245
e. Contact Name Phone Number Email	Joseph Hiraldo, RFP Manager (310) 426-6304 x420 bids@neogov.net
f. Web Site Address	https://www.neogov.com/
g. Number of Years in Business	19 years
h. Total Number of Employees	155 employees
i. Certified Minority Business Enterprise	No
j. Proximity to Titusville, FL	2,561 miles
k. Key Personnel	Please refer to the Key Personnel Attachment

APPLICATION AND TECHNICAL SUPPORT

Support Overview

NEOGOV is proud to provide an experienced team of HR professionals who staff our Customer Support Help Desk. Customer satisfaction is the top priority for NEOGOV and to ensure our customers have the support they deserve, we have established an unprecedented support package that begins with our support team. Our Customer Support team includes staff who have years of professional HR experience in the public sector in the areas of recruitment, HRIS, and training. Our customers consistently provide positive feedback about the value of having staff that understand their business processes and have a depth of understanding of HR when responding to their questions and issues.

The NEOGOV Customer Support Help Desk is fully staffed:

- Monday – Friday, 6:00 am – 6:00 pm Pacific Time for phone support.
- Monday – Friday, 6:00 am – 6:00 pm Pacific Time for email support @ customersupport@neogov.net
- Monday – Friday, 6:00 am – 6:00 pm Pacific Time for applicant support @ applicantsupport@neogov.net
- Online support and emergency technical support is available 24x7.

All requests, enhancements, questions, and issues are tracked using our CRM system. The CRM system automatically captures all Internet created transactions and is also used by NEOGOV Customer Support to document all customer interactions. The CRM system immediately acknowledges all transactions via email to the customer and assigns a tracking number. Customers can track the status of their request using the tracking number. This methodology allows NEOGOV to properly identify, escalate, and resolve any customer issues efficiently and accurately.

Case Management

In the event a customer encounters an issue that is impeding normal business processes, NEOGOV will immediately assign a development resource to the issue and resolve it as soon as possible. NEOGOV will remain in constant contact with the customer until the issue is resolved. Once a fix is coded, NEOGOV will test the entire system and then place the fix into a testing environment where the agency can log in and verify the working functionality. Once the fix is accepted, NEOGOV will move the change to a staging environment and regression test the system to ensure that nothing is impacted by the change and then the change will be incorporated into the production system overnight, immediately available to agency staff the following day.

Based on the case priority, the following response times are established:

- Priority 1: System outage – Response and resolution is ASAP and work is started immediately.
- Priority 2: Able to conduct daily work, but encountered issue – Response time is 2 hours for communication and resolution is investigated immediately. Resolution

communications are initiated and followed up with by support desk. Resolution timeline varies by the type of case, timeline, and scope.

- Priority 3: Can conduct daily work, no error messages, would like feature to work more effectively, “nice to have” feature – Response time is 8 hours for communication and resolution is investigated within 2 working days. Resolution communications are initiated and followed up with by support desk. Resolution timeline varies by the type of case, timeline, and scope.
- Enhancement Requests: Can conduct daily work, no error messages, wish to communicate a suggestion to NEOGOV – Response time is 16 hours for communication and suggestion is added to enhancement list. Enhancement communications are conducted via the support desk, monthly meetings, and rollout email communications. Enhancement timeline varies by the type of enhancement, timeline, and scope.
- Functionality Question: User Question – Response time is 8 hours for communication and question follow up. Resolution communications are initiated and followed up with by support desk either via email or phone. Question answer timeline varies by the type of question and available answer options.

Training Resources and User Groups

Training is one of the most critical components of any new software rollout. NEOGOV’s implementation includes training for your project team. This training comes from an experienced staff well versed in public sector and education HR recruitment, selection, and applicant tracking processes. All training resources are provided by NEOGOV. All the customer needs is a workstation with internet and a web browser.

Once live with NEOGOV platforms, NEOGOV customers have access to a customer success program that is second to none. In addition to the proposed system features, training and standard documentation, NEOGOV offers an extended Ongoing Learning Management program (OLM) that is designed to ensure your agency’s success well beyond the initial go-live date. The program is open to all NEOGOV customers, included as part of the NEOGOV license and includes access to online video tutorials, unlimited customer support, system user guides, customer support conference calls as well as dedicated user groups, including:

NEOGO User Forum – NEOGOV hosts a dedicated web-based user forum for all NEOGOV customers to call into a conference call to speak directly with NEOGOV and each other on any topics, questions, and ideas. These conference calls are a great service to our customers due to the fact that NEOGOV is providing a free forum for agencies to discuss the “topics of the day” such as new HR public sector challenges, what other agencies are doing in the way of advancements, etc. Our objective is to create and facilitate a strong network community of public sector agencies nationwide.

Online Networking Community – The NEOGOV Community is open to more than 1800 higher ed & public sector customers and 90,000 users to provide a powerful network to leverage each other’s experience and share process improvements that others have implemented. Both our professional staff and our extensive customer network helps new and existing customers

maximize their return on investment and implement techniques that they may not have identified otherwise.

NEOGOV's annual user conference – All customers are able to participate at our annual user conference where customers come together and meet each other to discuss how they utilize Insight most effectively and learn about the newest developments from NEOGOV.

NEOGOV Regional User Groups – NEOGOV customers across the country are invited to both independent and NEOGOV sponsored Regional User Groups (RUGs) throughout the year. These RUGs are a great opportunity not only to discuss NEOGOV, but also HR practices and issues faced at the local level.

Software Updates and Version Releases

NEOGOV is dedicated to the ongoing maintenance and enhancements of its products and services. We have defined an aggressive enhancement release schedule for rolling out new product features and capabilities on an ongoing basis to our customers. Each enhancement release includes updates user guides and written communication to our customers about the new features as well as online trainings of the new features and updated user documentation. NEOGOV's process to announce upgrades is to generate an email outlining new system capabilities and a description on how to utilize the functionality. Customers are notified via email of the new items and the process in which to use the functionality.

One of the benefits in selecting the NEOGOV platform is that new organizations are able to implement a system that is fully tested and is already in production use by more than 1800 customers nationwide. Under the Software as a Service (SaaS) model, all customers utilize the same code-base and hosting services, thus the system has to exceed the performance requirements of any one customer and in fact has to exceed the requirements of all of our customers combined.

**Proposal #19-P-25
REFERENCE FORM**

This form is to be utilized to provide general information about your firm/company to the City of Titusville. *Please submit this form with your sealed proposal.*

Name of Company Governmentjobs.com, Inc. d/b/a NEOGOV Fed I.D. # 33-0888748

Business Tax Receipt/Occupational License Number (as applicable): _____

City of Titusville Yes or No: Other (City/County/Etc.) _____

Please answer the following:

1. Number of years your firm/company has been in business: 19 years.
2. Is your firm incorporated in the State of Florida? _____ Yes No
3. Number of years your firm/company has provided the type of service required by the Request For Proposal (RFP): 19 years.
4. Headquarter address if different from business address _____

References

5. Business/Organization (Name): Toho Water Authority (FL)

Address: 951 M.L.K. Jr Blvd, Kissimmee, FL 34741

Contact Person(Name): Amber Lavoie Telephone: (407) 944-5171

Fax and/or Email: alavoie@tohowater.com

Date of Service: 1/19/2018 (contract execution) \$43,175.00 Total (\$28,675 annual;
Contract Total:\$14,000 setup/training)

Description of Service: Insight ATS, Onboard & Perform

Staff Assigned & Title: HR Generalist

6. Business/Organization (Name): Ft. Lauderdale, City of (FL)

Address: 100 N Andrews Ave, Fort Lauderdale, FL 33301

Contact Person(Name): Stacy Shannon Telephone: (954) 828-5303

Fax and/or Email: sshannon@fortlauderdale.gov

Date of Service: 10/1/2010

Contract Total: \$37,710.48 Total

Description of Service: Insight ATS & Onboard

Staff Assigned & Title: HR Services Clerk

7. Business/Organization (Name): Miramar, City of (FL)

Address: 2300 Civic Center Pl, Miramar, FL 33025

Contact Person(Name): Antoinette "Tony" Beckford Telephone: (954) 602-3890

Fax and/or Email: awilsonbeckford@miramarfl.gov

Date of Service: 8/31/2006 Contract Total: \$12,061.87 Total

Description of Service: Insight ATS

Staff Assigned & Title: HR Manager

8. Business/Organization (Name): Sunny Isles, Beach, City of (FL)

Address: 18070 Collins Ave, Sunny Isles Beach, FL 33160

Contact Person(Name): Makia Curry Telephone: (305) 792-1807

Fax and/or Email: mcurry@sibfl.net

Date of Service: 9/17/2009 Contract Total: \$11,005.75 Total

Description of Service: Insight ATS & Onboard

Staff Assigned & Title: HR Analyst

9. Business/Organization (Name): Palm Beach, Town of (FL)

Address: 360 S County Rd, Palm Beach, FL 33480

Contact Person(Name): Kennie Wells Telephone: (561) 227-6326

Fax and/or Email: kwells@townofpalmbeach.com

Date of Service: 8/23/2016 Contract Total: \$28,603.00 Total (\$16,103 annual; \$12,500 setup/training)

Description of Service: Insight ATS, Onboard, Perform, New Hire Integration, Position Integration, Employee Integration, Biddle TestGenius Integration

Staff Assigned & Title: Assistant HR Director

10. Business/Organization (Name): _____

Address: _____

Contact Person(Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

Name and Title of Person Completing Form:	Vincent VanAuker
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Proposed Timeline and Deliverables

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 project management approach. This approach has been continually refined since our first implementation 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. For all implementations, NEOGOV is proud to offer a seniors implementation expert to facilitate the implementation process.

Prior to the scheduled project kick off meeting the NEOGOV Project Manager will deliver a series of documents to the customer Project Manager which include the Implementation Task Checklist, Issue Tracking Tools, Project Status Tracking spreadsheets, and Implementation Plan & Timeline. This documentation provides a checklist of each of the tasks, deliverables, responsibilities, and timeline associated with each of the deliverables. Prior to starting the project, NEOGOV and the customer will agree on the 'final' project kick off agenda. The agenda is used to formalize the points of contact, establish project expectations, review deliverable due dates, review previous lessons learned, and establish upcoming tasks.

The NEOGOV Project Manager will be responsible for overall project communications including resource updates, tracking of resource activities, milestone progress and reporting, 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 tasks. NEOGOV recommends a weekly review of progress reports between both Project Managers to review accomplished activities, completed deliverables, upcoming deliverables, and review of issue and issue tracking reports.

At the kick off 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. Issue escalations will be handled according to urgency, scope, effort, and impact to timeline. Each instance will be documented, discussed, and agreed upon by both project teams. Finally, an issue tracking log is used to track issues and resolutions throughout the project.

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.

Should the project deliverables fall behind schedule, the Project Managers shall meet to discuss and identify the root cause of the delay, ASAP. If the delay affects other project dependencies, both project managers will discuss the implication to the overall project timeline and make any necessary modifications to the timeline. The project teams will also have an understanding that either, or both, parties will assign additional staff, as required, to ensure that the project deliverables and timeline are met according to the established timeline. Both parties should work to minimize as much as possible any timeline slippage.

In addition, NEOGOV will incorporate an approach to identify all project delays before they occur and impede the project deliverable schedule. The NEOGOV Project Manager is experienced in managing and driving the implementation timelines and will communicate with the customer throughout the project during the weekly project manager update sessions to proactively identify upcoming activities and any possible issues with meeting the deliverable schedule. Both project managers will work to identify and implement timely solutions to the delays. In the event that the project timeline is modified, those changes will be reviewed with the project executive staff and the changes and identified resolution will be thoroughly documented and signed off by both Project Managers.

We have found that a clear line of communication combined with structured communication tools is the key to a successful project and implementation. NEOGOV recommends a weekly review of progress reports between both Project Managers to review accomplished activities, completed deliverables, upcoming deliverables, and review of issue and trouble tracking reports. 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:

- Implementation activity checklist including steps from contract signature through production implementation and knowledge transfer (delivered during kick off and reviewed weekly)
- 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)
- 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.

From a high level, some of the key activities conducted by NEOGOV during installation and cut over include:

- Conduct project kick off session with project Stake Holders.
- Gather business rules, regulations, processes, workflow, and desired external system integrations.
- Create and provide all required deliverable tracking metric tools.
- Receive final approval on all tracking metric tools.
- Create a specific testing environment which is used during training and afterwards to train in prior to moving into production.
- Analyze and scope out available integration options and conversion strategies
- Design, configure, and test required NEOGOV integration points and data migration mapping scope and effort
- Perform any configuration customizations required during initial set up of the system.
- Define and validate integration scope, business requirements, and timelines.
- Conduct weekly implementation status meetings between the NEOGOV implementation specialist and the customer Project Manager (and required staff).
- Configure system capabilities and requirements
- Configure all required external-facing web sites.
- Integrate your new production job opportunities, promotional opportunities, transfer opportunities, and class specifications web pages into your existing agency website.
- Establish the Insight and Onboard production environment.
- Provide overall production planning and rollout support.
- Create transition documentation
- Conduct transition activities at the end of the project
- Provide overall project support, where needed

As the implementation period begins, NEOGOV will work directly with the customer using a tested staged implementation approach. From initial contract signing through project go-live, NEOGOV will work directly in partnership with the customer at each stage to ensure all project deliverables are met. NEOGOV has included the implementation timeline and deliverables in the **Sample Insight and Onboard implementation timeline** below. The proven installation and cut over management approach is as follows:

Stage I

During this stage, we will work closely with the implementation team to further gather and understand your existing Applicant Tracking and Onboarding processes/workflow. This enables us to understand your existing processes and how you can facilitate them using Insight and also allows us the opportunity to work with you to identify areas of workflow improvements that we can suggest to get the most out of the project. The end result will enable us to design each training session to teach Insight functionality in a manner specifically tailored to your agency's recruitment and selection processes.

NEOGOVS has created and validated a nationwide public sector and education industry benchmark and workflow that consists of 160 individual steps involved in public sector and education.

We continually incorporate these steps and best practices as part of the implementation and validate the workflow aligns with existing processes and workflow and then we will train the customer based upon the findings. This process has proven very successful and allows NEOGOV to provide even more relevant and applicable training to the Staff.

Additionally, NEOGOV and the project team will discuss possible integration scope and requirements further to develop a detailed implementation plan for the analysis, design, build, and testing phases.

In addition to the guidance provided by our in-house Implementation Specialist, NEOGOV also provides an online user guide, user exercises and implementation tracking tools to assist you in the set-up of the system and management of the project. Support documentation includes:

- **Online user guide** – 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 Insight and Onboard screen by clicking the ‘Help’ link. The online 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.
- **User Exercises** – NEOGOV has documented thorough step-by-step user exercises that system users can access to learn, refresh, or train on Insight and Onboard Enterprise. The exercises are very detailed and cover the majority of Insight 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.

Stage II

Training is one of the most critical components of any new software roll-out. NEOGOV Insight and Onboard implementation includes training for your project team. Users can be confident that our training staff is experienced in public sector and education HR recruitment, selection, and applicant tracking processes.

During this stage of the implementation, NEOGOV will provide online training for ‘core’ staffing personnel users – this is a train-the-trainer approach accomplished in a 2-day session. If customers prefer to have NEOGOV technicians and HR support staff train users outside of the train-the-trainer community, sessions can be added to address that user community. Most agencies opt for NEOGOV to provide comprehensive trainings for the core HR community (and in some cases agency training staff) so that they can then train the rest of the community on agency-specific practices. 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. Utilizing a train-the-trainer approach leads to a lower price of training and delivers equivalent results. NEOGOV will discuss the training curriculum and approach with the customer prior to scheduling and conducting training so that we can design and deliver the most effective training for the user community.

System Administrator training for staffing personnel designated by the customer is also provided via online tutorial. This 50 minute comprehensive tutorial includes Insight System Administration Role, Set-up of tables in Training and Production Environment, and Instructions for setting up system Administration tables, and can be viewed as often as necessary.

NEOGOVS also hosts a monthly customer conference call and all NEOGOV customers, both existing and new, are invited to attend for free. The attendance is typically between 30 and 40 agencies (from our 1500+ customers). The meetings are designed to stay in constant contact with all of our customers, provide them with any updates, ask any questions to the group, allow the group the opportunity to speak with and share ideas with each other. The session also includes two structured topics. The first topic discusses “best practices” and user experience on particular capabilities within NEOGOV. The second is a more general topic that covers how agencies are addressing challenges and new regulations within public sector and education Human Resources. In short, these NEOGOV sponsored user conferences are mini online user conferences that our customers find to be extremely beneficial.

The proven NEOGOV implementation process is designed to ensure agency success well beyond the initial “go-live” date. In addition to your initial two-day Insight and Onboard training, NEOGOV provides the following **FREE online** trainings which can be scheduled and attended by any customer. The following are examples of Insight Trainings:

- Series A: Required Administrative Setup
- Series B: Evaluation Program Setup
- Series C: Additional HR Setup Functions
- Series D: The Evaluation Process
- Series E: Maintaining the System
- Series F: Development Plans
- Series G: Goal Management
- Series H: Talent Profile

Finally, NEOGOV offers a series of tutorials that function much like an online movie in which users (HR, Hiring Managers, etc.) can view specific online tutorials demonstrating functionality. The following is a list of the online tutorials available in Insight and Onboard. Each of these series includes multiple specific modules to have a more in depth training:

- Insight Training
 - Course 1: Insight New User
 - Course 2: Insight Administrator
 - Course 3: Beyond the Basics
 - Online Hiring Center
- Onboard Training
 - Intro to Onboard - UPDATED!
 - Series A: Required Administrative Setup
 - Series B: System Configuration
 - Series C: The Onboarding PProcess
 - Series D: Maintaining the System
 - Series E: Connection with Learn - NEW
 - Series F: Preboard - NEW

Stage III

Following training, users will have full access to the training environment. We will work with you to design Administrator led training sessions which will enable your users to become familiar with the system in a controlled environment, but also allow them to safely experiment and learn the best ways to use Insight and Onboard. Additionally, your agency has unlimited use of our Customer Support Help Desk during the training to help new users fully utilize Insight and Onboard. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight and Onboard in a safe environment, promoting system use and leading to a more successful roll-out.

The roll-out activities are designed to be clear and effective to minimize required effort. New customers have access to the production environment weeks prior to the go-live date and will begin populating production information such as goal libraries and course creation. This information can be cut and pasted from existing locations.

Towards the end of Stage III, agencies can introduce pilot departments into the system, allowing them to learn how to create journal entries, check-in tasks, goal management, course creation, etc. After implementation is complete, the customer can incorporate the remainder of department users (i.e., department liaisons, department approvers, and users) at a desired pace. We will also work with the customer to help define the best approach to roll this out to other departments. We have gathered many different approaches and process documentation from our existing customers. We will share those experiences, approaches, best practices, and documents with you during implementation to design the best approach specific to the new customer.

Once Insight and Onboard is implemented into the production environment, customers can conduct 60 days on User Acceptance Testing and will work with NEOGOV to inform and escalate any issues with the production system. NEOGOV will work to resolve any identified issues in a timely manner.

Agency Staffing Requirements:

During implementation, customers are responsible for organizing a team consisting of at least one project manager and one Insight and Onboard administrator 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 time-line, and interacting with an external vendor. The Insight and Onboard Administrator should be familiar with using a personal computer and Internet Explorer. Within the team, there should be an understanding of the existing recruiting processes as the team will be responsible for reviewing, and revising where necessary, the existing processes to incorporate Insight and Onboard.

Stage IV

Once the Insight and Onboard platform has been launched, customers can then transition to implementing additional NEOGOV modules that are fully hosted by NEOGOV. One of the benefits in selecting the NEOGOV platform is that additional modules can be “turned on” and configured within your current NEOGOV environment when you’re ready. Adding ON ensures the customer a smooth transition to the new solutions as opposed to setting up new, disconnected, platforms.


Like the initial Insight implementation above, when customers are ready to configure additional NEOGOV modules an Implementation Specialist (in the product selected) will be assigned to your agency to provide consultation to you in the implementation process. They will also work closely with the implementation team to gather and understand your existing processes/work-flow which enables us to understand your existing processes and how you can facilitate them using the proposed solution.


As part of a standard roll-out phase, our NEOGOV implementation specialist will schedule a one-hour orientation meeting with you to discuss the implementation process for any selected module. This meeting is conducted via conference call. The orientation meeting is designed for the key HR/IT staff that will be involved in the implementation process. Typically, HR management as well as a system administrator are involved in this meeting.

The agenda for this meeting includes the following:

- Introductions
- Overview of System
- Discussion of Project Timeline
- Discussion of System Administration Training and Train the Trainer sessions
- Discussion of User Group Work Session for the next 4-6 weeks (3 hr per wk)
- Discussion of Project Roles and Assignments
- Question and Answer

Training is also provided for your selected module and during a scheduled phase, NEOGOV will provide access to the proposed training for ‘core’ system users – again modeled under a train-the-trainer approach. All module training is designed to be accomplished typically through a one-day course. Your agency can elect to utilize either onsite or online training, however online training is typically recommended because of the cost savings. For all sessions, a detailed NEOGOV Training Guide for your selected module will be available online for download. To access the Guide, users simply log into the established training environment and click on the applicable support link. Note: Each student attending training will need their own copy of the guide.

 **Online Training** – Requires a speaker phone, a computer with Internet access for each trainee and the instructor, a projector so that everyone in the training can see the Instructor’s screen via webcast (www.gotomeeting.com). Each trainee needs to have a copy of the Training Guide. Login information for the Web Training will be provided the first day of training.

 **On-site Training (extra cost)** – A NEOGOV Trainer will come to your office location, or a central training location, and conduct a one day hands-on training.

- It is recommended that the number of attendees participating in the training be limited to 10. You should send a list of names and titles to NEOGOV of those who will be attending the training.
- This training is instructor-led and developed for HR management and HR Admin staff.
- Each Trainee needs their own computer with Internet access. A computer with Internet access and a projector must also be available for the Instructor
- Each Trainee must have a copy of the End user Training Guide
- Trainees will learn how to manage a full performance review process.
- Training is usually conducted from 9am-4pm with an hour for lunch (starting and ending times are flexible)

ID	Task #	Task Name	Resource Name	Duration	Month - 1	Month 1	Month 2	Month 3
1	1	Onboard Implementation Plan		90 Days				
2	1.1	Onboard kick-off meeting	Both	1 Hour		Both		
	1.1.1	Review and document Onboarding process		1-2 hours		Both		
	1.1.2	Gather the necessary forms to built with Onboard (agency wide forms, department or positions specific forms, etc.)		1-3 Days		Agency		
3	1.2	Environment Preparation		60 Days				
4	1.2.1	Establish Agency-specific Training Environment	NEOGOV	10 Days		NEOGOV		
5	1.2.2	Define Integration and Configuration Scope	Both	10 Days		Both		
6	1.2.3	Establish Agency-specific Production Environment	NEOGOV	10 Days			NEOGOV	
7	1.2.4	Agency enters employees in Production Environment	Agency	40 Days			Agency	
8	1.3	Training & Configuration		14 Days				
9	1.3.1	Onboard System Administrator Training with NEOGOV (online tutorial) & set up tables for training	Both	10 Days			Both	
10	1.3.1.1	Attend Administration training	Agency	0 Days		Agency		
11	1.3.1.2	Set up table: departments, divisions, employee groups, security settings, etc.	Agency	10 Days		Agency		
12	1.3.2	Attend Online Onboard User Training with NEOGOV	Both	4 Days			Both	
	1.3.3	Watch all Onboard Training Tutorials	Agency	2.5 Hours		Agency		
	1.3.4	Build Forms in Onboard	Agency	1 Week			Agency	
	1.3.5	Review questions from the building process or tutorials	Both	1-2 Hours			Agency	
	1.3.6	Review Onboarding Process, Administrative Settings, and Security	Both	1 Hour			NEOGOV	
	1.3.7	Creation of Agency Wide checklist, as well as any Department, Position, etc. specific checklists	Agency	1 Week			Agency	
	1.3.8	Creation of Onboarding Portal(s)	Agency	2-3 Hours			Agency	
	1.3.9	Import						
	1.3.9.1	Populate Employee Workbook	Agency	1 Week			Agency	
	1.3.9.2	Import Employee Workbook	NEOGOV	1 Week			NEOGOV	
	1.3.10	Business Process Validation						
	1.3.10.1	Business Process Validation - Test Onboarding processes with sample employees	Agency	2-3 Weeks				
	1.3.10.2	Adjust Security if necessary	NEOGOV	30 Minutes			NEOGOV	
13	1.4	Implement		32 Days				
14	1.4.1	Implement and Test Configuration	Both	10 Days			Both	
15	1.4.2	Internal Weekly Group Session 1	Agency	2 Days			Agency	
16	1.4.3	Training Review and Post Training Conference Call	Both	0 Days			Both	
17	1.4.4	Internal Weekly Group Session 2	Agency	2 Days			Agency	
18	1.4.5	Implementation Conference Call	Both	0 Days			Both	
19	1.4.6	Internal Weekly Group Session 3	Agency	2 Days				Agency
20	1.4.7	Internal Weekly Group Session 4	Agency	2 Days				Agency
21	1.5	Production Preparation and Setup		38 Days				
22	1.5.1	Production Preparation Conference Call	Both	0 Days				Both
23	1.5.2	Finalize agency's performance evaluation process using NEOGOV	Agency	10 Days				Agency
24	1.5.3	Review and approve evaluation programs & approval process.	Both	0 Days				Both
25	1.5.4	Start to populate competencies and goal library	Agency	10 Days				Agency
26	1.5.5	Review and approve integration (if any) and configuration	NEOGOV	10 Days				NEOGOV
27	1.5.6	Go-live Preparation Conference Call	Both	0 Days				Both
28	1.5.7	Create Competencies and Evaluation Plans in Production	Agency	8 Days				Agency
29	1.5.8	Launch Online Application (Agency IT changes existing IP addresses to NEOGOV provided addresses)	Agency IT	0 Days				NEOGOV

ID	Task #	Task Name	Resource Name	Duration	Month -1	Month 1	Month 2	Month 3
1	1	Insight Enterprise Implementation Plan		47 Days				
2	1.2	Insight Enterprise kick-off meeting	Both	1 Hour		Both		
3	1.2	Environment Preparation		30 Days				
4	1.2.1	Establish Agency-specific Training Environment	NEOGOV	5 Days		NEOGOV		
5	1.2.2	Define Integration and Configuration Scope	Both	5 Days		Both		
6	1.2.3	Establish Agency-specific Production Environment	NEOGOV	5 Days		NEOGOV		
7	1.2.4	Agency enters class specs in Production Environment	Agency	20 Days		Agency		
8	1.3	Train		7 Days				
9	1.3.1	Insight System Administrator Training with NEOGOV (online tutorial) & set up tables for training	Both	5 Days				
10	1.3.1.1	Attend Administration training	Agency	0 Days		Agency		
11	1.3.1.2	Set up table: departments, divisions, benefit groups, bargaining units, physical classes, occupational groups, locations, job types, dispositions, interview results, and ad names	Agency	5 Days		Agency		
12	1.3.2	Attend Online Insight User Training with NEOGOV	Both	2 Days		Both		
13	1.4	Implement		16 Days				
14	1.4.1	Implement and Test Configuration	Both	5 Days		Both		
15	1.4.2	Internal Weekly Group Session 1	Agency	1 Day		Agency		
16	1.4.3	Training Review and Post Training Conference Call	Both	0 Days		Both		
17	1.4.4	Internal Weekly Group Session 2	Agency	1 Day		Agency		
18	1.4.5	Implementation Conference Call	Both	0 Days		Both		
19	1.4.6	Internal Weekly Group Session 3	Agency	1 Day		Agency		
20	1.4.7	Internal Weekly Group Session 4	Agency	1 Day		Agency		
21	1.5	Production Preparation and Setup		19 Days				
22	1.5.1	Production Preparation Conference Call	Both	0 Days		Both		
23	1.5.2	Finalize agency job opportunity and class spec web pages	Agency	5 Days		Agency		
24	1.5.3	Review and approve job opportunity & class specification websites (NEOGOV to make any necessary changes)	Both	0 Days		Both		
25	1.5.4	Fully populate production tables (agency wide questions, custom form fields, requisition, PAS, users, agency preferences, and notice templates)	Agency	5 Days		Agency		
26	1.5.5	Review and approve integration and configuration	NEOGOV	5 Days			NEOGOV	
27	1.5.6	Go-live Preparation Conference Call	Both	0 Days			Both	
28	1.5.7	Create Job Postings in Production	Agency	4 Days		Agency		
29	1.5.8	Launch Online Application (Agency IT changes existing IP addresses to NEOGOV provided addresses)	Agency IT	0 Days			Agency IT	

3.1.7 CAPABILITIES

NEOGOV designs products and solutions focused exclusively for public sector recruitment, selection, testing, and applicant tracking, onboarding new employees, conducting performance evaluations, and integrating with other ERP or HRIS software, which are proving to improve HR productivity by reducing the time and effort required to and hire more qualified applicants, and improve the employee experience.

APPLICANT TRACKING SYSTEM:

- Accept job applications online
- Automatically store and access applications in the applicant database
- Create and post job announcements quickly
- Post jobs and advertise more quickly and efficiently, drastically reduce your time-to-hire.
- Attract “passive” applicants with automatic 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
- Proactively search your applicant database
- Proactively search your entire applicant database for a particular skill
- Post job descriptions to your website
- Automatically “post” your job descriptions (class specifications) to your website. This gives applicants the ability to easily find jobs they might be interested in even though you may not be recruiting for that position at that time.
- Easily post job ads on other websites
- Immediately increase the visibility of your recruitment advertising by cross-posting your announcements to the leading online job boards
- Conduct recruitment and examination planning

ONBOARD:

NEOGOV’s Onboard solution ensures day-one readiness for new employees, increases productivity, and helps you keep your hires longer.

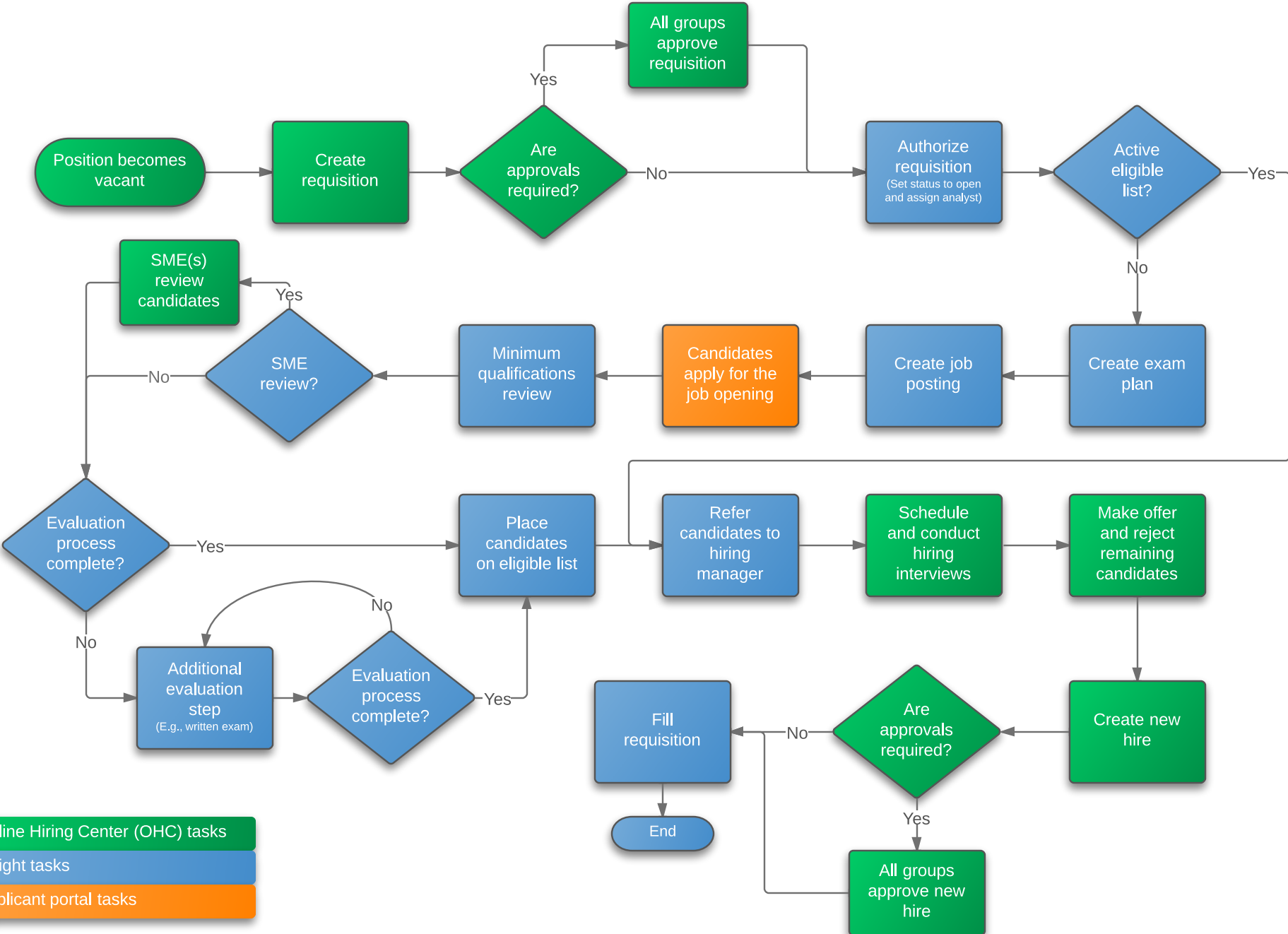
- Boost Productivity
- New hires can complete the onboarding checklist before their start date. That way, they arrive ready and excited to work
- Increase Job Satisfaction & Retention
- Start employees off with a smile on their face and help them get integrated right off the bat
- Keep in Compliance
- Let employees complete forms through a welcoming online portal. Provide clarity with policies and procedures

- Onboard enables new hires to become more productive from their first day on the job by streamlining new hire paperwork, processes and training. Onboard helps organizations reduce cycle time from days to minutes, and save time and effort—all while enhancing the organization's image by providing a better experience for new employees
- NEOGOV's Onboard offers an easy-to-use form builder. Users can create any form that they want new hires to complete online. Users can also assign forms to specific employees, groups, and departments. User's simply set-up the required fields and approval routing, and they are done
- With Onboard, new hires complete I9 and W4 forms online in minutes. Employees can sign them with online "handwriting signature" using a mouse. It couldn't be any easier
- NEOGOV's Onboard also has key integration points with Insight Enterprise, Perform, and multiple HRIS applications for seamless data management. Onboard also provides interactive dashboards for Employees, Mentors, Human Resources and Hiring Managers

NEOGOVS offers an ample amount of storage at no additional cost to the user. Data is also stored for unlimited amount of time. NEOGOV will only purge data at the request of the customer and unless otherwise requested, NEOGOV will retain records within the system indefinitely. The customer will be solely responsible for deleting or exporting their own data when they want to delete or export it.

More capabilities and services of NEOGOV can be found in the attached Online Service Agreement and Service Level Warranties document. As well as the filled out scope that was provided by the City of Titusville. Please visit our website for images depicting sample dashboards for Insight and Onboard.

Insight Recruitment Life Cycle




- Online Hiring Center (OHC) tasks
- Insight tasks
- Applicant portal tasks

PROPOSAL SIGNATURE PAGE

As witnessed by my signature below, I have carefully examined the Request For Proposal, Notice of Instructions, General and/or Special Conditions, Scope of Work, proposed Agreement, and any/all other documents accompanying or made part of this proposal invitation.

- I hereby propose to furnish the services specified in the Invitation at the prices or rates quoted in my proposal. I agree that my pricing will remain firm for a period of up to ninety (90) days in order to allow the city adequate time to evaluate the proposals.
- I agree to abide by all conditions of this proposal and understand that the Titusville Law Enforcement Department prior to RFP award may conduct a background investigation.
- I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded the RFP.
- I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; no officer, employee, or agent of any other proposer is interested in said proposal; and that the undersigned executed this Proposal Signature Page with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company Name: Governmentjobs.com, Inc. d/b/a NEOGOV

By:  John Closs, Controller
 Signature Name & Title, Typed or Printed

Mailing Address (City, State & Zip Code): 300 Continental Blvd Suite 565, El Segundo, Ca 90245

Telephone/Fax Number: 310-426-6304 ext. 420 (w) 310-426-6305 (f)

State of California

County of Los Angeles

Sworn and subscribed before me this _____ day of _____, 20 _____.

Notary Public see CA jurat

Personally Known
 Produced I.D. CA. Driik Lic.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 20th
day of March, 2019, by John Cross

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Beth Rotondo

Proposal Signature page

Proposal submitted by:

Company (Legal Registered Name) Governmentjobs.com, Inc. d/b/a NEOGOV

Federal Tax Identification Number 33-0888748

Address 300 Continental Blvd Suite 565

City/State/Zip El Segundo, CA

Telephone No. 310-426-6304 ext 420 Fax No. 310-426-6305

Email bids@neogov.net

Addendum Acknowledgement – Proposer acknowledges that the following addenda have been received and are included in proposal submittal:

Addendum No: _____ Dated Issued: _____

Addendum No: _____ Date Issued: _____

Addendum No: _____ Date Issued: _____

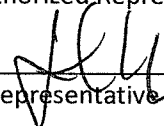
The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments, including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

RFP#19-P-25, Recruitment & Applicant Tracking Services

I have read the attached and agree to its contents.

John Closs
Proposer Authorized Representative (print or typed)

3/26/19
Date


Authorized Representative (signature)

Controller
Title

Telephone #: 310-426-6304 ext 420

Email: bids@neogov.net

ITEM Requirement Description	Meets Requirements Marked = YES Blank = NO	Comments/Notes: (Attach additional sheet, if necessary)
1 System must maintain a list of all positions with associated job descriptions.	Yes	
2 System must maintain a list of hiring managers and their email addresses and departments.	Yes	
3 System must allow only HR personnel to open a position for hiring.	Yes	
4 System must send job description to hiring manager for modification.	See Comment	Class spec is viewable when requisition is created, but can't be modified directly (would have to be done by adding revisions into comments section or as an attached doc with track changes) The Position Management Module provides the ability to route job description (class spec) changes electronically with approvals, or eForms could be used for modifying/approving job description changes.
5 If the hiring manager modifies job description, it must be sent to HR for approval.	See Comment	Same as above...If changes were included in comments of requisition or as attachment, those could be routed to HR for approval.
6 HR may choose to save the modified job description as the new default or use it only for the current opportunity.	Yes	
7 System must be able to assign posting numbers to each open position when posted for tracking.	Yes	Auto-numbering can be utilized for all requisitions/postings or globally disabled.
8 System must automatically post open date, closing date, open until filled, department, job description and a hyperlink to a job application.	Yes	
9 System should be able to provide an internal application for current employees	Yes	Insight provides the ability to create custom job application templates, which could easily include an internal application template. In lieu of using a different job application for internal applicants, Recruiters could also filter, or Minimum qualification auto-scoring questions to identify current employees.
10 The job application must pre-fill the position name and listing number or general opening - non job specific.	Yes	
11 The job application should be able to be designed using the City of Titusville's choice of logos, fonts, and colors.	Yes	Career Pages can be customized to match your organization website's branding (logo and header image) and color scheme, which includes a logo on the printable job bulletin and printed version of the job application.
12 The job application must be able to be designed to collect the information the City requires using standard form components like text boxes, drop-down boxes, check boxes, etc.	Yes	
13 System must be able to post job listings on a number of job posting sites including Monster.com, Indeed, etc.	See Note	Jobs can automatically post the customers Career Pages, governmentjobs.com and we have a Facebook Integration available. Recruiters can also easily push jobs to Social Media sites from Career Pages Job Posting and create links within Job postings and off of Career Pages to external sites. Boosting jobs directly out to Job Board other than governmentjobs.com is on the 2019 Roadmap.
14 Upon demand or once the closing date is reached for the open position listing, system must create a ranked listing of applications based upon criteria specified by the City for the position.	Yes	
15 System must maintain default ranking specifications for each position to include internal applicants.	Yes	
16 The default ranking specifications must be able to be modified for individual open listings without effecting the default specifications.	Yes	
17 The ranked listing of open positions or a link to it must be sent to the hiring manager within 12 hours.	See comment	The ranked list of eligible candidates sent to the hiring manager does not contain configuration to auto-send within a certain timeframe; An automated task could be set up to assign to recruiter to send list on a certain date
18 The ranked listing must include the ranking, name, address, phone number and a link to the application for each candidate.	Yes	

19 The system must be able to maintain the selection criteria associated	Yes	
20 The ranked listing should be able to be updated by the hiring manager with interview date, notes, selection criteria scores and order of selection action code that will be consistent with current City action codes. Action codes must be able to be updated as needed by the Human Resources Coordinator.	Yes	
21 Upon completion of the interview process, a notice of selection must be sent to HR.	Yes	
22 Automatic Notification. Upon HR approval, the system must automatically send a conditional offer to the candidate and rejection letter to non-selected applicants	See Comment	Electronic offer letters are on the 2019 Insight Roadmap. In the Interim, custom notice templates can be developed as offer letters and include an attachment document that the candidate can sign and return. Selected candidate would need to be selected to receive the notice template (Meaning it's not automated). Notice templates for rejected candidates can be created along with specific rejection reasons that are defined by HR Admin; rejection notices can be set up to send automatically to candidates once rejected.
23 The conditional offer must include standard language defined by the City and include the position, potential start date, and starting salary, and additional pre-employment information.	See Comment	Electronic offer letters are on the 2019 Insight Roadmap. In the Interim, custom notice templates can be developed as offer letters and include an attachment document that the candidate can sign and return.
24 Conditional offer must provide the candidate with the opportunity to: sign and return; to accept the offer; or provide contact information for discussions/negotiations. System must be able to accept attachments such as the required copy of driver license and social security card to continue pre-employment process.	See Comment	Electronic offer letters are on the 2019 Insight Roadmap. In the Interim, custom notice templates can be developed as offer letters and include an attachment document that the candidate can sign and return. Pre-Boarding is also included with Insight, allowing newly offered candidates to complete tasks such as accepting an offer, attach documents or complete pre-employment forms. Insight also allows applicants to submit attachments with their job applications or recruiters can upload attachments to job applications.
25 Once the candidate has agreed signed to an offer on the system, the system must notify HR that the offer has been accepted and to begin background checks, physical and/or drug screening and reference checks.	Yes	Electronic offer letters are on the 2019 Insight Roadmap. Customer could use Pre-Boarding feature, included with Insight, to complete this process.
26 The system must be able to allow HR to place the appoint information for physical and/or drug screening in it and automatically email applicant with appointment time, location and any additional paperwork that will need to be completed prior to appointment.	Yes	This can be completed through Custom Notice Templates
27 The system must automate reference checks by sending an email to references found on the application. It should request references to answer pre-populated questions on the system.	See Comment	E-References automates references checks to references listed on the job application. We use a standard reference form at this time. Customers' ability to customize the EReference form to include their own questions is on the 2019 Roadmap.
28 Upon completion of background, physical and/or drug screening, & reference checks completed, reviewed/approved, the system must notify the candidate of the onboarding start date and location.	Yes	This could be started in the Pre-Boarding feature - all Onboarding tasks are part of the Onboarding product
29 The system must provide the candidate with the following video and written instructions to fill out onboarding forms: health insurance, pension selection.	Yes	What a new hire sees on their Onboard dashboard is customizable by the company; Videos, documents and forms can be included on the Onboard dashboard
30 The system should be able to provide instructional videos and evidence that they have been viewed by the candidate.	Yes	
31 Identified information necessary for HR and Payroll should be automatically loaded into BS&A (ERP) software system	Yes	NEOGOV offers a number of integrations (secure file transfer, bulk form export, and APIs) to share data between our products and your HR systems.
32 Active Directory Federated Service feature to allow user to sign-on access to systems and application across boundaries.	Yes	Our Single Sign On integration allow users to be securely authenticated and logged into NEOGOV applications without having to re-enter their credentials. Solutions include Azure OAuth and SAML 2.0.
33 Website interface for City can be modified to emulate City's website graphics in similar mechanism: color, schema, style, etc.	Yes	Career Pages and Pre-Board/Onboard Portals can be customized to match your organization website's branding (logo and header image) and color scheme.

<p>34 ADA Complaint: Does website follow technical content standards for accessibility to help all users including those with disabilities</p>	<p>Yes</p>	<p>Insight Enterprise is designed to meet and/or exceed system compliance for public sector and higher education recruitment processes and more. As a web based solution, Insight inherits accessibility resources commonly found within standard web browser (like Internet Explorer) - including display and readability features, sound and speech assistance, and more. Additionally, NEOGOV has adopted ADA compliance and WCAG guidelines into our development, testing, and quality assurance process to address ADA compliance issues. The system is currently used by more than 650 organizations nationwide and we strive to adhere to the compliancerequirements of each organization, including Level 1, Section 508 ADA compliance for public facing pages.</p>
<p>35 Combine/Merge files uploaded by applicant into one (1) PDF file</p>	<p>Yes</p>	<p>Recruiters can easily combine/merge application/documents into one PDF.</p>

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid. 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' 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 bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 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 a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

[Signature] Controller 3/20/19
Vendor's Signature, Title, Date

STATE OF California COUNTY OF Los Angeles

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____ who, after being first sworn by me, affixed his/her
Signature in the space provided above on this _____ day of _____, 2018.

____ Personally known Produced I.D. CA Driv. Lic.

Notary Public see below

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles
Subscribed and sworn to (or affirmed) before me
on this 20th day of March, 2019.
by John Cross,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Beth Rotondo
Signature: _____
19-P-25/Recruitment & Tracking Service



SWORN STATEMENT UNDER SECTION 287.133(3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Governmentjobs.com, Inc. dba NEOGOV Bid/Proposal for THE CITY OF TITUSVILLE.
2. This sworn statement is submitted by Governmentjobs.com, Inc. dba NEOGOV whose business address is 300 Continental Blvd Suite 565, El Segundo, CA 90245 and (if applicable) its Federal Employer Identification (FEIN) is 33-0888748.
3. My name is John Closs (please print name of individual signing) and my relationship to the entity named above is Controller
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

X The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature)

Date: 3/20/19

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~FLORIDA~~ California
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 20th day of March, 2019
by John Cross, (title) on behalf of
governmentjobs.com Inc dba Neogov. He/she is personally known to me or has produced
CA Div. Lic. as identification and did did not () take an oath.

[Signature]

(Notary Signature)

Name: Beth Rotondo

My Commission Expires: 1/20/2021

Commission Number: 2176835



PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

PRICE PROPOSAL FORM

Please find the pricing breakdown below for IN/GJ.com/ON/eForms (if necessary)/Laserfiche Integration/background check integration/SSO-Active Directory/ERP integration (NHI/OFDE) – based on 450-499 employees:

Insight ATS: \$11,595 annually, \$2,000 setup/\$2,000 online training = \$15,595 year 1 total

GJ.com: \$1,500 annually, no setup

Facebook Job Posting: \$500 annually, no setup

Onboard: \$9,995 annually, \$1,500 setup/\$1,500 online training = \$12,995 year 1 total

eForms (if necessary): \$9,995 annually, \$1,500 setup/\$1,500 online training = \$12,995 year 1 total

*****Onboard + eForms** can be purchased as a bundle and discounted if so = \$17,395 total for both modules annually, \$3,000 total setup/\$3,000 total online training = \$23,395 year 1 total

Laserfiche Integration: \$4,500 annually, \$3,000 setup/configuration = \$7,500 year 1 total

SSO/Active Directory Integration: \$1,000 annually, \$1,000 setup/configuration = \$2,000 year 1 total

Background Check Integration: (contacted City of Titusville for clarification)

ERP/HRIS Integration (flat file):

***New Hire Integration:** \$1,500 annually, \$1,500 setup/configuration = \$3,000 year 1 total

***Onboard Forms Data Export:** \$1,500 annually, \$1,500 setup/configuration = \$3,000 year 1 total

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

GOVERNMENTJOBS.COM, INC.

FILE NUMBER: C2207768
FORMATION DATE: 01/06/2000
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of November 01, 2017.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

GENERAL TERMS & CONDITIONS

1. **The City of Titusville, Florida will receive proposals until 3:30p.m. on March 26, 2019.** The proposals will be **publicly opened** in Council Chambers, City Hall, 555 S. Washington Avenue, 2nd Floor, Titusville, Florida in the presence of City officials at the above stated time and date.
2. **Any proposals received after the above stated time and date will not be considered.** It shall be the sole responsibility of the Proposer to have their proposal delivered to the Purchasing and Contracting Administration office, indicated below, no later than the date and time specified. Proposals shall be addressed as follows:

For Delivery:

Purchasing & Contracting Administration
City of Titusville
555 S. Washington Avenue, 2nd Floor
Titusville, FL 32796

RFP: #19-P-25/Recruiting & Applicant Tracking Service

Each proposal shall be submitted in a sealed envelope prior to the time established for the opening of proposals, and the envelope shall be marked with the RFP number, title of RFP, and proposal opening date. If submitted other than by mail, it shall be delivered to the office of the Purchasing & Contracting Administration. Proposals submitted by mail must be received in the office of the Purchasing & Contracting Administration by the time specified herein for the bid opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the proposer. Please follow up with the Purchasing and Contracting Administration at 321.567.3733 to ensure delivery has been made.

3. **Submittal of Proposal:** Proposal shall be submitted in a sealed envelope utilizing the proposal form(s) provided herein. All proposals shall be properly executed with all applicable blank spaces completed. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the proposal. If the unit price and total amount stated by a proposer for any item are not in agreement, the unit price alone shall be considered, as representing the proposer's intention and the totals shall be corrected to conform thereto.
4. **Withdrawal of Proposal:** Proposers may withdraw a proposal after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the proposals.
5. **Pre-Conference:**
 - a. **Mandatory:** Mandatory pre-conferences must be attended by all Vendors interested in submitting a proposal. Proposals submitted by Vendors that did not attend the Mandatory pre-conference will not be considered.
 - b. **Non-Mandatory:** Proposers are encouraged to attend to obtain more information concerning this proposal. Prospective bidders will be invited to attend as designated in the Request for Proposal Cover Page to inspect the job site and/or to discuss pertinent questions. Any changes, to requirements stipulated herein, derived from a pre-bid conference will be addressed in the form of an Addendum to all proposers. The type of pre-conference (if any) applicable to this project is designated on the cover page. If, in the opinion of the City an inspection of the job site is required, a pre-conference will be scheduled at the job site as stated above.
6. **Familiarity with Site Conditions:** The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong to the proposer. Submission of a proposal shall constitute acknowledgment by the proposer that it is familiar with all site and work conditions. The failure or neglect of a proposer to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his proposal.
7. **Questions Regarding Specifications or Proposal Process:**

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, division, or employee during the proposal process, except as provided in paragraphs "a, b, c" below. Additionally, the City prohibits communication initiated by a bidder to the City official or employee evaluating or considering the proposals prior to the time a proposal decision has been made. Such communication initiated by a proposer may be

grounds for disqualification of the offending bidder from consideration of award for the bid currently in evaluation and/or any future proposals.

- a. Any questions relative to interpretation of the Scope of Services or the bid process, shall be addressed to the designated agent in Purchasing & Contracting Administration, in writing, in ample time before the period set for the receipt and opening of proposals. The designated agent for this procurement is April Chapman and she may be reached at april.chapman@titusville.com or at 321-567-3973. **Inquiries received less than five (5) days prior to the date set for the receipt of bids will not be given consideration.** Any interpretation made to prospective bidders will be expressed in the form of an addendum to the requirements stipulated herein which, if issued, will be conveyed to all prospective proposers, if possible, no later than five (5) days before the date set for receipt of proposals. Oral interpretations will not be provided.
 - b. It will be the responsibility of the proposer to contact the Purchasing & Contracting Administration prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the proposal.
 - c. Inquiries shall be directed to April Chapman, Procurement Contracts Coordinator at the City of Titusville, 555 S. Washington Ave, Titusville, FL 32796 or by fax (321) 383-5628 or by email to april.chapman@titusville.com.
- 8. Pricing/Shipment Cost:** Unless stipulated otherwise herein, all prices must be firm for the delivery schedule quoted herein. Proposals stipulating "price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. (Freight on Board) Destination; delivered to any City of Titusville department facility unless otherwise stipulated in the Proposal invitation or exceptions taken by the Proposer.
- 9. Political Subdivision:** Under Florida Law, prices contained in State Term Contracts, State Negotiated Agreement Pricing Schedules (SNAPS), Cooperative Bids, or current bids shall, as a minimum, be made available to the City of Titusville unless otherwise exempted by the terms of this engagement. The City reserves the right to purchase any commodity or service from these said instruments if in the best interest of the City. Conversely, the City may disregard these instruments and purchase through alternate means.
- 10. Proposer's Signature Form:**
- a. Each proposer shall complete the "Proposal Signature" form included with this Request For Proposal, and submit the form along with the proposal.
 - b. The failure of a proposer to submit this form shall be cause for reject of the proposal.
 - c. The form must be acknowledged before a Notary Public with a notary seal affixed on the document.
- 11. "No Bid" Response Form:** In the event you elect not to bid on this requirement, please complete and return the attached "No Bid" form.
- 12. Proposer's Signature:** The City requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida; such an agreement will be signed by a corporate official or principal (i.e., President, Vice President, Secretary, Treasurer, or other authorized official, e.g., Executive Director) with the corporate seal affixed. If the aforementioned corporate officers or the corporate seal are not readily available, a letter of authorization from a corporate official or principal may be submitted in lieu thereof. Such letter of authorization must be on corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such an agreement on behalf of the corporation and must be signed by said corporate officials. Failure to submit letters of authorization within two (2) weeks after notification of award may result in award withdrawal. In the case of a partnership, the agreement must be signed by the general or managing partner and notarized as outlined above. In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized. If you have any questions regarding the execution of the signature page, please feel free to contact the designated agent in, indicated in 6 a. and c. above, the Purchasing & Contracting Administration Division office for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful bidders.
- 13. Proposer Qualification:** The City reserves the right to conduct an inspection of the proposer's facility and equipment prior to the award of the agreement. The City will notify you in writing of our intent to conduct an inspection or survey of your facility. Proposals will be considered from firms who have adequate personnel and equipment, who are so situated as to perform prompt services, and who maintain the regular business hours of

8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. For the provision of services only (not supplies) – the City will only consider proposals from licensed firms which are regularly engaged in the business as described in this proposal package; with a satisfactory record performing similar work for a reasonable period of time, but not less than one (1) year, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

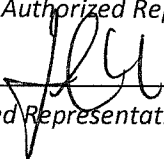
14. **Legal Requirements:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility and abidance. Failure to comply with all applicable legal requirements shall render your bid as non-responsive.
15. **Selection/Rejection of Options:** The City of Titusville reserves the right to select/reject options bid, based on specifications, price or other criteria deemed to be in the best interest of the City.
16. **Proposal Tabulation:** Proposers may request copies of the proposal tabulation documents in person or by enclosing a stamped, self-addressed envelope with the proposal. Proposal tabulations will be provided after one of the following, whichever occurs first: (i) notice of decision or (ii) proposal tabulation stating the intended decision.
17. **Criteria For Award or Rejection of Proposals:** A purchase order or contract will be awarded to the lowest, most responsive, and most responsible proposer complying with all the provisions of the Request For Proposal, provided the proposal is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all proposals and to waive any informality or irregularity in proposal received whenever such rejection or waiver is in the City's best interest. The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete contracts or purchase orders on time, or a proposal of a proposer who upon investigation shows not to be in a financial or other position to properly perform the contract.
 - a. In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:
 - b. The ability, capacity, and skill of the proposer to perform the services required.
 - c. Whether the proposer can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interference.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - e. The quality of performance of previous contracts, purchase orders or services rendered.
 - f. Previous and existing compliance by the proposer with laws and ordinances relating to contracts, purchase orders or services.
 - g. The sufficiency of the financial resources as they relate to the ability of the bidder to perform the contract, purchase order, or provide the service.
 - h. The quality, availability, and adaptability of the supplies or services to the particular use required.
 - i. The ability of the proposer to provide future maintenance and service for the use of the subject matter if required by the proposal specifications.
 - j. Whether the proposer is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the proposers' taxes or assessments are delinquent.
 - k. Whether the proposer is in litigation or has caused the City to litigate against it or any of its associates, subsidiaries, etc. at any prior time.
 - l. Such other additional criteria as may be developed for a specific price quote.
18. **Execution of the Purchase Order/Contract:** The successful proposer shall, at the City's option, within fifteen (15) calendar days after notification of award is issued by the City of Titusville, enter into a purchase order or contract with the City on forms provided by the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities, insurance certificates or other required documentation. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
19. **Failure to Execute Purchase Order or Contract:** Failure of the successful proposer to accept the contract or purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, and such proposer shall fulfill every stipulation embraced herein as if he were the original party to whom the proposal award was made; or

the City may reject all the proposals and re-solicitations. Vendors who default may cause the City to reject future bid/proposals.

20. **Award Dispute Resolution:** Proposal award challenges shall be addressed in writing to the office of the Purchasing & Contracting Administrator who (as authorized by the City Manager) is the administrative head of the Purchasing & Contracting Administration Division. The Purchasing & Contracting Administrator will gather evidence and discern facts and make a recommendation to the City Manager. The City Manager will present his recommendations to the governing body which will make the final decision on the matter. All decisions of the governing body are final. Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest with the Purchasing & Contracting Administration Division within 72 hours after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) proposal tabulation stating the intended decision. The nature of protest must be followed within 10 days of filing by a formal written notice fully detailing all elements, which promulgated the protest.
21. **Award Cancellation:** The City reserves the right to withdraw all proposal awards at any time for any reason.
22. **Conflict of Interest:** The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Proposers must disclose prior to or with their proposal the name of any officer or employee, or officer/employee's spouse or child, who is also an officer or employee of the City of Titusville. Further, all Proposers must disclose the name of any City of Titusville officer or employee, or officer/employee's spouse or child who owns, directly or indirectly, or has an interest in one or more of the Proposer's firm(s) or any of its branches.
23. **Trade Names:** In cases where an item to be bid is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is indicated in the bid response therein by the proposer. Generally, the reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be deemed acceptable. Proposals on other makes and catalogs will be considered provided each proposer clearly states in his bid or proposal exactly what alternative he proposes to furnish and forwards with his proposal a cut illustration or other descriptive material, which will clearly indicate the character of the article covered in this proposal. The City reserves the right to approve as an equal, or to reject as not being equal, any article the proposer proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the proposal, before the successful award and before manufacturing or shipment the vendor may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such data and specifications are in compliance with the City's requirements.
24. **Right to Audit Records:** The City shall be entitled to audit the books and records of the contractor or subcontractor to the extent that such books and records relate to the performance of the Purchase Order or any supplement to the Purchase Order. Such books and records shall be maintained by the contractor or subcontractor for a period of three (3) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.
25. **Fiscal Year Funding Appropriation:**
 - a. Specified Period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.
 - b. Cancellation Due to Unavailability of Funds in Succeeding Final Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.
26. **Florida Prompt Payment Act/Invoicing and Payment:** Vendors shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to: Purchasing and Contracting Division, City of Titusville, P.O. Box 2806, Titusville, Florida 32781-2806. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this BID. All invoices must show the City of Titusville purchase order number.

27. **Discounts:** Proposers may offer a cash discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified whichever is later. Proposers are encouraged to reflect cash discounts in the proposal.
28. **Florida Statutes on Drug-Free Workplace Programs:** In case of tie proposals, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This form is included with this Invitation for Bid and must be completed and returned with your bid.
29. **Equal Employer Opportunity:** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors or vendors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or vendor or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The contractor or vendor shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO Regulations.
30. **Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
31. **Suspension or Rescindment of Bidding Privileges:** The City of Titusville may rescind bidding privileges of any vendor, contractor, supplier, service provider, or other entity for violation of one or more of the issues listed below.
 - Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documentation.
 - Disregard for the prudent use of taxpayer's funds.
 - Causing the City to litigate.
 - Shoddy workmanship.
 - Deliberate attempts to deceive the City.

I have read the attached General Terms & Conditions and agree to its contents.

John Closs, Controller	3/26/19
<i>Proposer Authorized Representative (print or typed)</i>	<i>Date</i>
	
<i>Authorized Representative (signature)</i>	

Address: 300 Continental Blvd Suite 565

City: El Segundo State: CA Zip Code: 90245

Telephone #: 310-426-6304 ext. 420 Email: bids@neogov.net

EXCEPTIONS

1.8(A)(4) take exception and request to replace with 5% increase year over year.

1.15 Request to replace hold harmless and indemnification language with NEOGOV Services Agreement Indemnification language.

1.17(D) is an additional indemnification section that conflicts and is repetitive with the first indemnification section 1.15. NEOGOV requests removal of section 1.17(D).

Section 2.7 preamble and 2.7.1 request to remove.

Section 2.8 request to replace with equivalent terms found in the NEOGOV Services Agreement.

DRAFT CONTRACT OF SERVICE
RECRUITMENT AND TRACKING SERVICES

ITS AGREEMENT, made and entered into its 26 day of March, 2019, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" or "Owner" an Governmentjobs.com, Inc, a foreign corporate computer software company, whose principal office address is located at 300 Continental Blvd, El Segundo, CA 90245, hereinafter referred to as the ("Contractor"), sets forth that;

WHEREAS, pursuant to all City Purchasing & Contracting policies, statutory requirements, and any Federal laws applicable, the City has competitively bid and advertised the service titled "Recruitment and Tracking Service": Request for Proposals #19-P-25; and

WHEREAS, the City desires to engage the services of a licensed, qualified, and experienced Contractor to provide the special and unique competency to provide online web-portal based recruitment and applicant tracking services to improve current hiring process within the Human Resources operation. Online applicant tracking system (ATS) is a business management software to address needs that will allow the City to effectively attract and recruit candidates participation and allow for management to electronically handle organizational need; and

WHEREAS, the Contractor represents that it is duly licensed and it has such competence and experience in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. TERM. This agreement shall commence on the day that it is fully executed by both parties and shall have an initial term of one (1) year with four (4) one-year administrative renewals are contemplated, subject to the satisfactory negotiation of terms (including price acceptable to both the City of Titusville and the Contractor thereto).

2. AGREEMENT DOCUMENTS. The Agreement Documents (also called Contract Documents) consist of its Agreement, the Request for Proposal RFP#19-P-25, Recruitment and Tracking Service CONTRACTOR'S proposal dated _____, with all related Documents, Addenda if any are attached, any other documents listed in the Agreement Documents, and written modifications issued after execution of its Agreement, if any.

3. DESCRIPTION OF WORK. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum standards of quality for its contract which set the terms and conditions under which CONTRACTOR will to furnish certain licensed software and provide certain services for recruitment and applicable tracking service (ATS) as described herein. They do not purport to cover any details entering into the design, set-up, inner-workings and operation of software system as well as any other applications to integrate Third Party products. The intent of the Agreement Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools and transportation necessary for the proper execution of the service, to require complete performance in spite of omission of specific reference to any minor component and to include all items necessary for the proper execution and completion of the service by the CONTRACTOR. Service shall be required only to the extent consistent with the Agreement Documents and reasonably inferable from them as being necessary to produce the intended result included but not limited to:

- People Search& Auto-Suggest
- GDPR Feature Pack
- Single sign-on (SSO)
- EEO reporting
- Advanced access rights
- LinkedIn Recruiter integration
- External Recruiter portal
- Customizable hiring pipelines
- Customizable candidate profiles
- Schedule Assist
- Offer letter approval workflows
- Advanced reporting suite
- API access & data export

4. COMPENSATION. The City during the initial term, the City agrees to pay to the Contractor based on the unit prices shown in the proposal heretofore submitted to the City by the Contractor for its defined functions pertaining to its service including but not limited parts, labor, overhead, operating margin, and profit, and all direct and indirect expenses not to exceed the proposed total cost of \$_____.

A. Cost shall remain firm for a period of 12 months during any contract year. Unit price adjustments for Contract renewals shall be based on the change of the Consumer Price Index All Urban Consumers – Southern Region for the preceding twelve (12) month period.

B. In accordance with the provisions fully set forth in the "General Conditions" of the Specifications, and subject to additions and deductions as provided, the City shall pay the Contractor as follows:

- 1) Pursuant to the Prompt Payment Act (Section 218.70 of the Florida Statutes) and all general conditions hereof, payments to the contractor shall be made after satisfactory invoice receipt, by the City's Purchasing & Contracting Administrator, of a proper pay application request.
- 2) The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

Appeals. Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P. O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of this contract.

5. CLAIMS. Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim.

6. ENTIRE AND SOLE AGREEMENT. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, statements, promises, and understandings not specifically set forth in the Agreement Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or

written agreements, representations, statements, promises or understandings not specifically set forth in the Agreement Documents.

7. AMENDMENTS. The parties may modify its Agreement at any time by written agreement. Neither the Agreement Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

8. ENGAGEMENT OF CONTRACTOR. The City hereby engages the Contractor and the Contractor hereby agrees to provide online web-portal based recruitment and applicant tracking system (ATS) to improve current hiring process within the Human Resources operation in accordance with the Agreement Documents. The Contractor is hereby required to provide annual support services consisting of system upgrades, maintenance, and technical support for as long as the City operates such new product system.

9. ACCESS. Upon the Effective Date, subject to the terms of the Contract Document and CITY's ongoing compliance therewith, CONTRACTOR hereby grants to CITY access to use the CONTRACTOR'S software products for CITY'S internal organizational purposes, and otherwise in accordance with its Contract Document. "Contractor's Product(s) Service" means, the: (i) CONTRACTOR software products set forth in proposal submittal, **Exhibit 2**; (ii) related interfaces and customizations; (iii) CONTRACTOR manuals, CONTRACTOR official specifications, and CONTRACTOR user guides provided in or with CONTRACTOR Products Service set forth in **Exhibit 2** ("Documentation"); and (iv) all modifications to the CONTRACTOR software products set forth in **Exhibit 2**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, documentation does not include advertising, other general statements about products, or statements by sales or other staff members.

A. CITY will not modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer software products or any portion thereof without prior written consent of the Contractor. Without limiting the foregoing, the CONTRACTOR Products Service may not be modified by anyone other than Contractor. If CITY modifies the CONTRACTOR Products Service without Contractor's prior written consent, any Contractor obligation to provide service access on, and the support for, the CONTRACTOR Products Service will be void. All rights not expressly granted are reserved.

10. INTELLECTUAL PROPERTY RIGHTS. All copyrights, patents, database right, etc. registered and unregistered for any of the software installed shall be extended to and utilized by the City for all intellectual and industrial property rights in all parts of the world.

11. CUSTOMER SUPPORT SERVICE (CSS). All Customer Support Service (CSS) in accordance with Contract Document and service agreements shall be provided from 8:30am to 6:00pm, Monday – Friday and include a fluent “English” speaking representative and/or technician. A “toll-free” help- line shall be provided through Contractor to diagnose and correct any inherent material and/or applicable defects in the software.

12. WARRANTY. City’s use of the licensed program service is at City’s sole risk; the licensed program service and associated documentation may contain defects, fail to comply with applicable specifications, and produce unintended or erroneous results when operated in combination with other vendor products.

A. City shall be responsible for any use of the licensed software program in City’s operations. City shall be responsible for verifying any output resulting from use of the licensed program if City intends to use or rely on such output for organizational purposes. City shall follow proper backup procedures for any other programs and all data to protect against loss or error resulting from use of any or all of the licensed program.

B. Limited Software Warranty: Contractor warrants and represents for a period of one (1) year from access to Contractor’s Product Service that: (i) such Contractor’s software product will perform substantially in the same manner as official demonstration versions and in accordance with Contractor’s authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to its Agreement; and (ii) the Contractor’s software product shall conform to the Documentation and be free of material defects in workmanship and materials. Any claim under its Limited Software Warranty must be made within one (1) year from access to the applicable Contractor’s software product.

C. City’s exclusive remedy in the event of a breach of its warranty shall be to have Contractor use reasonable efforts to repair or replace the non-conforming Contractor’s product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the Contractor’s service.

13. DISCREPANCIES. Any discrepancies found between the Contract Documents, or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such

error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after its discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, prevent and/or deny access to occupy and provide service by the Contractor, shall be negotiated between the parties and must be issued as a written adjustment within five (5) business day after any such occurrence or no additional adjustment shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily occur and prevent or deny required access to fully complete such work as is specified herein. The Contractor will not be allowed to take advantage of any errors or omissions in Exhibit 1, RFP#19-P-25. The City will provide full information when errors or omissions are discovered.

14. CONTRACTOR RESPONSIBILITY. Unless otherwise provided in the Contract Documents, Contractor shall furnish all advertisement, labor, materials, equipment, training, and other services necessary for the proper execution and operation, as otherwise stated in the Contract Document, Contractor shall pay all sales, use and other similar taxes.

- A. Contractor to assign and maintain assigned knowledgeable personnel for duration of service term.
- B. Take necessary security measures to protect City's confidential information providing measures that shall be reasonable for such purpose to prevent breach.
- C. Contractor shall immediately report all damage, breach, and incidents to the City. Any damages caused to the City's network by the Contractor or as result of the Contractor's activities and/or program service shall be repaired at the Contractor's expense.
- D. Promptly investigate and attempt to resolve, through commercially reasonable efforts, any problem or error reports concerning the licensed program system.
- E. Provide any corrections and/or enhancements to the licensed program system to keep working in satisfactory standards.
- F. Provide a single point of contact to City or designated representative to discuss problems, error reports, and recommended modifications or additions and acceptance of program system.

15. CITY RESPONSIBILITY. City is responsible for the management, internal control, and proper use to access program system, including acquiring adequate computer hardware, ensuring proper machine configuration, and program installation, and assigning suitable employees to the project.

- A. Respond to all inquiries from Contractor pertaining to the performance of the program in a timely fashion.
- B. Use the licensed program only as authorized herein, and instruct City employees having access to the licensed program to act in conformity with City's obligation under its agreement.
- C. The City will be responsible for maintaining its network in satisfactory operational conditions at all times.

16. SUBCONTRACTS AND ASSIGNABILITY. The Contractor shall not assign any interest in its Agreement and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work, which is performed, by persons or firms other than the Contractor under its Agreement or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Contractors required by the Contractor in connection with services covered by its Agreement must be specifically approved by the City.

17. INDEMNIFICATION. CONTRACTOR covenants and agrees that it will indemnify and hold harmless City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under its section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

To the extent permitted by law, and to the extent provided for under its agreement, for claims related to bodily injury, death, and damage to real property, tangible personal property, Contractor shall indemnify and hold harmless City from and against all direct damages and costs of any kind including but not limited to reasonable attorney fees arising out of or resulting from any negligent acts, or negligent omissions, of Contractor, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the City is legally liable for such damages and costs. In no event, however, will Contractor be liable for any consequential damages, including lost profits, savings, or procurement costs, even if Contractor has been advised of their possibility.

Neither the approval of the CITY nor a failure to disapprove insurance furnished by the

CONTRACTOR or Subcontractor shall release the CONTRACTOR or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein. The insurance requirements stipulated herein shall also be in effect and apply during any time period that the CITY may suspend the Work.

A. Professional Liability

- 1) Minimum limits are \$1,000,000 per occurrence.
- 2) Technology Errors & Omission. Minimum limits required are \$1,000,000.

B. Data Breach and Cyber Liability

- 1) Policy will be in name of City. Minimum limits required are \$1,000,000.

Coverage Provisions

- i. All deductibles or self-insured retention shall appear on the certificate(s).
- ii. The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. Its provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- iii. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
- iv. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- v. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
- vi. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self- insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- vii. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
- viii. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees, or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- ix. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- x. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Management Officer.
- xi. Contractor agrees to the extent it engages any sub-contractor to perform work for service, it shall require all sub-contractors to maintain the same insurance as outlined in A-H above and provide certificates of insurance for each sub-consultant as provided in item #14: Insurance paragraph above.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

18. Hold Harmless Clause:

The Contractor shall, during the term of the contract indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

19. TERMINATION FOR CONVIENCE. Notwithstanding any other provision of this Contract, the City, may terminate this Contract or any service issued under it, in whole or in part, at any time, with or without cause, upon sixty (60) days written notice to the Contractor. Upon receiving notice of termination, the Contractor shall discontinue the service on the date and to the extent specified in the notice and shall place no further orders for advertisement, materials, equipment, or services except as needed to continue any portion of the service that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated service.

A. In the event of such termination, the CONTRACTOR shall be compensated for acceptable services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned to the Vendor. Any such materials and any services rendered by the CONTRACTOR shall become the property of the City.

20. INTERESTS OF CITY OFFICIALS. No officers, members, or employees of the City and no members of its governing body, and other public officials of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of its project, shall participate in any decision relating to its Agreement which affects its personal interest, or have any personnel or pecuniary interest, direct or indirect, in its Agreement or the proceeds thereof.

21. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee 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.

If any funds other than federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

22. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor shall not undertake any professional work that conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where the Contractor can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

23. COMPLIANCE WITH LAW. The CONTRACTOR expressly agrees to comply with all laws and regulations relating to providing services under its Agreement. The failure of the CONTRACTOR to adhere to any law or regulation pertaining to furnishing services under its Agreement shall constitute a material breach of its Agreement.

24. WAIVER. The waiver by the City of any of the CONTRACTOR's obligations or duties under its Agreement shall not constitute a waiver of any other obligation or duty of the CONTRACTOR under its Agreement.

25. INDEPENDENT CONTRACTOR. CONTRACTOR is an independent contractor. Neither CONTRACTOR nor CONTRACTOR's employees are employees of the City. CONTRACTOR shall have the right to control and direct the means and methods by which the services and work are accomplished. CONTRACTOR may perform services for others, which solely utilize CONTRACTOR's facilities and do not violate any confidentiality requirements of its Agreement. CONTRACTOR is solely responsible for compliance with all labor and tax laws pertaining to CONTRACTOR, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. CONTRACTOR's duties with respect to CONTRACTOR, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers'

Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the services or work, its shall not affect any of CONTRACTOR's duties hereunder or alter CONTRACTOR's status as an independent contractor.

26. ASSIGNABILITY AND SUBCONSULTANTS. It is specifically agreed that the CONTRACTOR herewith binds himself, its partners, successors, and legal representatives to the CITY as respects to the covenants of its Agreement; and it is further agreed that the CONTRACTOR shall not assign, sublet, or transfer its interest in its Agreement without the written consent of the CITY.

Any sub-contracts or other services or work, which is performed by persons or firms other than the CONTRACTOR under its Agreement, shall have prior written approval of the CITY. Any subcontracts, outside associates, or Contractors required by the CONTRACTOR in connection with services covered by its Agreement must be specifically approved by the City.

27. GOVERNING LAW. Its Agreement shall be governed by the laws of the State of Florida and venue for any action pursuant to the Agreement Documents shall be in Brevard County, Florida. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

28. ATTORNEY'S FEES. In the event of any legal or administrative proceedings arising from or related to its Agreement, including appeals, each party shall bear its own costs and attorney's fees.

29. VENUE. In the event of any legal proceedings arising from or related to its Agreement, venue for such proceedings shall be in Brevard County, Florida.

30. PROHIBITIONS AGAINST CONTINGENCY FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working

solely for the CONTRACTOR, to solicit or secure its Agreement, and that it has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of its Agreement.

31. EQUAL OPPORTUNITY EMPLOYER. The CITY is an Equal Opportunity Employer (EOE) and such encourages all contractors to voluntarily comply with EOE regulations with respect to race, color, religion, national origin, sex, age, marital status, and handicap or veteran status. Any subcontracts the CONTRACTOR may enter into shall make reference to its clause and shall encourage the same degree of application. When applicable, the CONTRACTOR shall comply with all State or Federal EOE regulations.

32. PUBLIC ENTITY CRIME. The CONTRACTOR shall file a sworn statement with the City stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

33. DRUG-FREE WORKPLACE. The contract documents also consist of the "Drug-Free Workplace Form" which is in accordance with Florida Statute 287.087 and must be signed.

34. NON-APPROPRIATIONS. The CITY represents that it is a political subdivision of the State of Florida with the authority to engage the professional services described herein and to accept the obligation for payment for the services as described hereunder. Said obligation shall be subject to the annual appropriation of funds by the CITY, and written notice to proceed from the Purchasing & Contracting Administrator.

35. PUBLIC RECORDS. Records of the CONTRACTOR that are made or received in the course of performance of the CONTRACTOR's obligations under its Contract may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event the CONTRACTOR receives a request for any such records, the CONTRACTOR shall notify the City and comply with Chapter 119, Fla. Stat. The CONTRACTOR shall not prepare any news or press release in any way related to its Contract, without the City's written consent. CONTRACTOR hereby agrees to comply with the following:

(a). As provided in Section 119.0701, Florida Statutes, the CONTRACTOR is required to, and by executing its Contract, the CONTRACTOR agrees to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the City

in order to perform the service.

(2) Upon request from the City's custodian of public records, provide the City 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 119.07, Florida Statutes or as otherwise provided by law.

(3) 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 the completion of the contract if the CONTRACTOR does not transfer the records to the City.

(4) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

(b). The term "public record" as used in its provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

(c). THE CONTRACTOR AGREES THAT NO PUBLIC RECORD DEEMED CONFIDENTIAL UNDER FLORIDA OR FEDERAL LAW WILL BE RELEASED BY THE CONTRACTOR TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS. NO PUBLIC RECORDS DEEMED EXEMPT FROM THE PUBLIC RECORDS LAW, CHAPTER 119, FLORIDA STATUTES, WILL BE RELEASED OR PROVIDED TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS, EXCEPT WITH THE WRITTEN APPROVAL OF THE CITY ATTORNEY OR ITS DESIGNEE.

The CONTRACTOR agrees that it will not withhold any public record from the City for any reason including a claim that the public record is exempt, confidential, proprietary, or a trade secret.


IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ITS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed its Agreement upon the terms and conditions above stated.

CONTRACTOR:

OWNER:

City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By 
Name: John Closs
Title: Controller
Date 3/8/19

By _____
Walt Johnson, Mayor
Date _____

ATTEST

Wanda Wells, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Richard Broome, City Attorney
Date _____

William S. Larese, City Manager
Date _____

Staff Review & Preparation:

Jesus M. Vieiro, Purchasing & Contracts Administrator
Date _____

Jon Sellers, IT Director
Date _____

Documents attached:

- Exhibit 1 – City’s Request for Qualifications, RFQ#19-P-25
- Exhibit 2 - Contractor’s Submittal (for RFQ No. 19-P-25)

In response to the Draft Contract of Service Agreement

- NEOGOV acknowledges the Draft Contract of Service Recruitment and Tracking Services. NEOGOV requests incorporation of the NEOGOV Services Agreement and related Schedules in the final contract, of which shall take precedence over any conflicting terms found in such Draft Contract of Service Recruitment and Tracking Services.

NEGOV Service Level Warranties

A. Application Service Levels. a. The hosted solution must meet the response time and availability standards described in this section. If response time and/or system availability degrades to a level of non-compliance during the periods specified, The Customer may request a Service Credit for each occurrence and NEOGOV must take the necessary steps to bring the system back to the required level unless The Customer determines that factors outside NEOGOV's control, such as The Customer's infrastructure, are the cause.

(1) Response Times. Average response times of less than five (5) seconds for screen-to-screen for 95% of all transactions and less than three (3) seconds average for field-to-field activity is required.

(2) Standard Service Levels/Warranty. In the event that The Customer experiences any of the service performance issues defined in this section as a result of NEOGOV's failure to provide services, NEOGOV will, upon The Customer's request in accordance with Section A.(2)(vi) below, credit The Customer's account as described below (the "Service Level Warranty"). The Service Level Warranty shall not apply to any services other than system availability, and shall not apply to performance issues (i) caused by factors outside of NEOGOV's reasonable control; (ii) that resulted from any actions or inactions of The Customer or any third parties; or (iii) that resulted from The Customer's equipment and/or third party equipment (not within the sole control of NEOGOV).

i. Service Warranty Definitions. For purposes of this Contract, the following definitions shall apply: (a) "Downtime" shall mean sustained System unavailability in excess of three (3) consecutive hours due to the failure of NEOGOV to provide Service(s) for such period. System unavailability is defined as inability to login to NEOGOV's systems (this does not include slow performance and/or intermittent system errors). Downtime shall not include any System unavailability during NEOGOV's Scheduled Maintenance of the System, and Services, as described herein.

(b) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to The Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.

(c) "Service Credit" shall mean an amount equal to the pro-rata annual recurring service charges (i.e., all annual recurring charges) for one (1) day of Service.

ii. Downtime Period. In the event The Customer experiences Downtime, The Customer shall be eligible to receive from NEOGOV a Service Credit for each Downtime period. Only one Service Credit can be applied within a twenty-four (24) hour period. Examples: If The Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If The Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

iii. Remedy for Downtime. If the source of the Downtime is within the sole control of NEOGOV, NEOGOV will remedy the Downtime as soon as possible. If the source of the Downtime resides outside of NEOGOV's System, NEOGOV will use commercially reasonable efforts to notify the party(ies) responsible for the source of the Downtime and cooperate with it (them) to resolve such problem as soon

as possible.

iv. Failure to Determine Source and/or Remedy. In the event that NEOGOV (A) is unable to determine the source of the Downtime within the time periods described herein and/or, (B) along with any hosting service on which NEOGOV's system resides is the sole source of the Downtime and is unable to remedy such Downtime within time period described herein, NEOGOV will deliver a Service Credit to The Customer according to Section A. (2)(ii).

v. The Customer Must Request Service Credit. In order to receive any of the Service Credits described herein, The Customer must notify NEOGOV within seven (7) days from the time The Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit The Customer's right to receive a Service Credit.

vi. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by NEOGOV to The Customer for any and all Downtime periods that occur in a single calendar month shall not exceed seven (7) Service Credits. A Service Credit shall be issued in NEOGOV's invoice in the year following the Downtime, unless the Service Credit is due in The Customer's final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to The Customer.

B. Customer Service Response. The Customer requires Contractor to be available for telephone customer support from 6:00 am to 6:00 pm Pacific time, Monday through Friday excluding NEOGOV holidays.

Priority assignments, definitions and responses are defined as:

NEOGOVS System Functionality Priority 1 - System down. Acknowledgement response and resolution is ASAP and work is started immediately.

Priority 2 - Inability to conduct daily business - Acknowledgement Online and or via phone within eight (8) Contractor business hours

Priority 3 - Daily process is able to be completed, but not efficient - Acknowledgement Online and or via phone within sixteen (16) Contractor business hours

NEOGOVS Standard Integrations

Inbound/Outbound - Identification of Failed/Missing Data Interface: 4 business hours

Outbound (NEOGOVS) Files - Missing Data Integration File Resolution: Within 8 business hours

Inbound (Customer) - Missing Data Integration File Resolution: Within 16 business hours of NEOGOVS's acknowledged receipt of corrected inbound file(s) from Customer.

Additionally Customer shall experience no more than 2 occurrences of failed integrations (regardless of

the number of files that failed to import or export) due to any action on behalf of, or within direct control, of NEOGOV.

Failure to meet these standards shall result in The Customer receiving a Service Credit.

C. Service Credit. A Service Credit is defined as an amount equal to the annual amount paid by The Customer to NEOGOV divided by 365. This daily imputed amount is equal to the Service Credit amount. In no case will the Service Credits due to The Customer for a month exceed the amounts paid by The Customer to NEOGOV. In the event The Customer terminates this contract with Service Credits still owed to The Customer, NEOGOV shall compensate The Customer for the monetary value of these Service Credits.

NEOGOV ONLINE SERVICES AGREEMENT

THIS ONLINE SERVICES AGREEMENT and Order Form (collectively the “**Agreement**”) is made and entered into as of date the last of the Customer or NEOGOV has executed this Agreement (“the “**Effective Date**”), by and between **GovernmentJobs.com, Inc.**, a California corporation doing business as NEOGOV (“**NEOGOV**”), with offices at 300 Continental Blvd., Suite 565, El Segundo, California 90245, and **City of Titusville, Florida** a public entity acting by and through its duly appointed representative (“**Customer**”).

1. Provision of Online Services.

(a) **Services.** Subject to the terms and conditions set forth herein, Customer hereby engages NEOGOV, and NEOGOV hereby agrees, to provide Customer with, and/or access to, the services (the “**Services**”) described in this Agreement and in the order form attached hereto as **Exhibit A** (the “**Order Form**”). 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.

(b) **Change Orders.** Either party may initiate a change to any part of the Order Form by delivering a written change order request to the other party. The receiving party shall notify the party making such request, in writing within ten (10) business days of such receiving party’s receipt of such change order request, of such receiving party’s acceptance or rejection of the proposed changes. If the receiving party fails to respond within such ten (10) business day period, such receiving party shall be deemed to have rejected such proposed changes. If the receiving party approves such change order, the parties shall agree on the estimate of time to complete the changes, associated costs, an impact analysis indicating ramifications or impacts to the overall project, a modification of any affected Fees, Services or deliverables, and any other relevant details related to such change order.

2. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) **Compliance with Laws.** 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, code and ordinances.

(b) **Customer Data and Website.** While NEOGOV is responsible for data integrity within the NEOGOV Servers, Customer shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by Customer or its authorized end users in connection with this Agreement or use of the Services, (ii) the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer’s website, and (iii) making and keeping additional copies of all Customer Data. Except set forth in Section 9, NEOGOV shall have no obligation to provide or make available to Customer, and Customer shall have no right to receive, a copy of the Customer Data or any associated data files in any format.

(c) **Acceptable Use.** Customer shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public NEOGOV system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify,

NEOGOV

create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that NEOGOV suspects any breach of the requirements provided in this **Section 2(c)**, including by way of users of Customer’s system, NEOGOV may suspend Customer’s access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

(d) **Unauthorized Access.** Customer will take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information for the Services. Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop any such breach.

(e) **Customer Equipment.** Other than the Services provided by NEOGOV, Customer is responsible for all other services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) 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.

3. Maintenance and Support Services.

(a) **Maintenance.** NEOGOV maintains NEOGOV’s hardware/software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, and security for the Services. 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. Customer is not responsible for NEOGOV system maintenance.

(b) **Modification.** NEOGOV may periodically modify the features, components and functionality of the Services. 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 of the Services provided by NEOGOV.

(c) **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. Both phone and online case receipts are confirmed immediately. 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). High priority issues such as “system down” will be addressed immediately and resolved as soon as possible. All other issues are reviewed internally by NEOGOV, and then will be discussed and reviewed with Customer to identify priority and a resolution timeline.

(d) **Updates and Upgrades.** During the Term, NEOGOV will make all Updates and Upgrades to the Services accessible to Customer at no additional expense to Customer. Upgrades are automatic and available upon Customer’s next login to the Services following an Update or Upgrade. NEOGOV shall have no obligation to provide, at no additional expense to

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Customer, major product enhancements and/or new features that NEOGOV markets separately to other customers for an additional fee; provided, that, NEOGOV may, in its sole discretion, elect to provide such enhancements or features to Customer on a case-by-case basis at no cost. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to in Customer's hardware, systems or other software which may be necessary to use or access the Services due to an Update or Upgrade. For the purposes hereof, (i) "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its third-party customers of the same module, excluding Upgrades, and (ii) "Upgrade" means any update of the Services or underlying NEOGOV software such as bug fixes, platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available and does not market separately to other customers on a custom, exclusive basis for a separate fee.

(e) Training. NEOGOV will provide Customer with access to the online training materials. All NEOGOV provided training materials will be provided online, unless otherwise set forth in the Order Form.

(f) Limitations. This Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly required to be provided by NEOGOV in this Agreement, including, but not limited to, training, data conversion, and program modification and enhancement.

4. Ownership and Protection

(a) Customer Data. The Parties agree that as between NEOGOV and Customer, data or information received or uploaded by Customer, and retained by Customer on NEOGOV Servers, is the sole property of Customer, subject only to the rights of data subjects and the law (the "Customer Data"). NEOGOV shall acquire no rights in any Customer Data and process Customer Data only to provide the Services or as otherwise instructed by Customer, or as may be required or permitted by applicable law.

(a) NEOGOVI Intellectual Property. As between NEOGOV and Customer, NEOGOV shall exclusively own all right, title and interest in and to all Services (including any Update or Upgrade thereto), NEOGOV's products, system, any software (including any source code or object code) or documentation related thereto, any trademarks, service marks, logos and other distinctive brand features of NEOGOV and all Proprietary Rights embodied therein (collectively, the "NEOGOVI Intellectual Property").

(b) Grant to Use Certain Data. Customer agrees that NEOGOV may collect, disclose, and use quantitative and non-personal data derived from the use of NEOGOV Services for analysis, to provide Services to Customer, develop improvements to Services, benchmarking, analytics, marketing, job-seeker services, and internal business purposes for job-seeker and Customer benefit.

(c) Reservation of Rights. This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. Except as expressly set forth in Section 4(e), this Agreement does not grant Customer any licenses or other rights with respect to any of the NEOGOV Intellectual Property. All rights not expressly granted herein are reserved by NEOGOV.

(d) NEOGOVI License Grant. NEOGOV's approved logos and trademarks (the "Approved Marks"), including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages. NEOGOV hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to use and reproduce the Approved Marks solely for purposes set forth in this Section 4(e). All uses of the Approved Marks shall conform to

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NEOGOVI's standard guidelines and requirements for use of the Approved Marks.

(e) Privacy. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data. Customer shall comply with all applicable laws and regulations relating to (i) 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 (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data (including any personally identifiable information). Without limiting the generality of the foregoing, in using the Services or any other NEOGOV Intellectual Property, Customer will not disclose or provide to NEOGOV any personally identifiable information of any other person or entity.

5. Representations, Warranties and Disclaimers

(a) 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.

(b) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, 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, NON-INFRINGEMENT 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.

(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 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.

(e) Compliance with Policies. During this Agreement, Parties shall observe and comply with NEOGOV policies, including but not limited to Service Level Warranties, Malicious Traffic, Privacy, Incident Response, Retention, and Cookie Policies (the "Policies"), as from time to time may be amended and of which applicable provisions are incorporated herein by

reference. Copies of Policies will be provided upon request. Customer shall be notified in the event material change to such Policies.

6. **Publicity.** Following the mutual execution and delivery of this Agreement, each party hereto may advertise, disclose and publish its relationship with the other party under this Agreement. NEOGOV may display Customer's name and logo in connection with such advertisement, disclosure and publishing.

7. **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.

8. **Liability Limitations.**

(a) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEOGOV HAVE ANY LIABILITY TO CUSTOMER 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 NEOGOV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **WITHOUT LIMITATION OF SECTION 8(A), EXCEPT FOR DAMAGES ARISING OUT OF NEOGOV'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF NEOGOV FOR ANY AND ALL CLAIMS AGAINST NEOGOV UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO NEOGOV UNDER THIS AGREEMENT DURING THE INITIAL TERM. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH NEOGOV**

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 and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

9. **Term and Termination.**

(a) **Term.** This Agreement shall commence on the Effective Date and remain in effect for the initial term set forth on the Order Form, unless terminated earlier in accordance with this Agreement (the "**Initial Term**"). Thereafter, this Agreement 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 ninety (90) 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. In the case of professional services, if no end date is specified in the SOW, then the SOW shall expire upon completion of professional services or early termination as permitted by this Agreement.

(b) **Termination.** NEOGOV may suspend the Services or terminate this Agreement immediately in the event of any of the following: (A) Customer fails to pay any amount then due under this Agreement and such failure is not cured within five (5) days following NEOGOV's written notice thereof, (B) Customer is in material breach of this Agreement and such breach is not cured within thirty (30) days following NEOGOV's written notice thereof; or (C) the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy. Customer may terminate this Agreement immediately if NEOGOV is in material breach of this Agreement and such breach is not cured within thirty (30) days following Customer's written notice thereof.

(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. In the event that Customer elects to receive Insight data files from the NEOGOV system, NEOGOV shall provide Customer with a dedicated flat data file in .CSV format or provide a proprietary and confidential delete of data. Such data files will be comprised of Customer's standard data contained in NEOGOV's Insight Enterprise (IN) system.

NEOGOV retains the right to purge such data files from NEOGOV's systems without consent from, or notice to, the Customer after ninety (90) days after the date of expiration or termination of this Agreement.

(d) Survival. Sections 2, 4(a) through 4(d), 4(f), 5, 6, 7, 8, 9(c), 9(d), 12 and 13 shall survive the termination or expiration of this Agreement.

10. Payments

(a) Payment Terms. Except as expressly set forth in the applicable Order Form or SOW, Customer will pay all Fees set forth in the Order Form or SOW in accordance with the following: (i) NEOGOV Fees are invoiced annually in advance and NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period; (ii) invoices shall be delivered to the stated "Bill To" party on the Order Form (iii) Customer shall pay NEOGOV the applicable fees (collectively, the "Fees") within the applicable time periods as follows:

- (A) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form;
- (B) Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
- (C) Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
- (D) any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor;
- (E) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least sixty (60) days prior to the commencement of such Renewal Term.

(b) Upon execution by Customer and NEOGOV, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for NEOGOV subscriptions is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies NEOGOV of the dispute prior to the date such payment is due, specifying in such written notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by NEOGOV and resolution by the parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with NEOGOV to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution.

(c) Undisputed Fees. In the event any undisputed amount due is not paid when due, the recipient shall pay to the other party late payment interest on all undisputed amounts past due from such due date therefore until paid in full at a rate equal to the lesser of: (i) one percent (1%) per month; or (ii) the maximum interest rate permitted by applicable law.

(d) Customer Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and NEOGOV hereby rejects any additional or conflicting terms

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appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of this Agreement as offered by NEOGOV. Customer agrees that a failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its obligations to provide payment to NEOGOV pursuant to this Section 10.

(e) 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.

11. 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.

12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity (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 of which procured NEOGOV services using this Agreement. In the event this Agreement is terminated, the agreement between the New Entity and NEOGOV shall survive, subject to local procurement law.

13. Miscellaneous

(a) Assignment. This Agreement may not be assigned by either party without the express written approval of the other party and any attempt at assignment in violation of this Section 13(a) shall be null and void.

(b) Entire Agreement; Amendment. This Agreement and the Order Form 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. 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.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer’s State, without giving effect to conflict of law rules.

(d) 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 and enforceable.

(e) Independent Contractor; Third Party Agreements. Customer is and shall be deemed to be an independent contractor of NEOGOV 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.

(f) Cost of Requests. In the event NEOGOV is required to provide a data dump or respond to a subpoena, court order or other legal process for the production of documents and/ or testimony relative to this Agreement or Customer’s use of the Services, Customer agrees to compensate NEOGOV at hourly rates for the time expended to provide a response, and to reimburse NEOGOV for any out-of-pocket costs incurred.

(g) 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 Order Form and (ii) NEOGOV at the address set forth in the introductory paragraph hereof. Notice of change of address shall be given by written notice in the manner detailed in this Section 13(f).

(h) 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.

(i) Attorneys’ Fees. Should either party hereto initiate a legal or administrative action or proceeding (an “Action”) to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all reasonable costs of the Action, including without limitation attorneys’ fees and costs.

(j) Conflict. In the event of a conflict between the body of this Agreement and the Order Form, the terms of the body of this Agreement shall control.

(k) 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 electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

<u>Customer:</u>	<u>GovernmentJobs.com, Inc. (dba “NEOGOV”)</u> a California Corporation
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A – ORDER FORM

Customer & Customer Address:

Bill To (if different than Customer Address):

Quote Date: Valid To: Today plus 30 days	Initial Term: 12 Months from the date of execution of this Agreement. Billing Frequency: Annual

Annual Recurring Fees

Line	Description ¹	Initial Annual Recurring Fee ²
1.	Insight Enterprise Edition (IN) Subscription	
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
3.	Perform (PE) Subscription	
4.	Onboard (ON) Subscription	
5.	Learn (LE) Subscription	
6.	NEOGOV Integrations Subscription	
<u>Sub Total:</u>		

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
NEOGOV Services		
6.	Insight (IN)	
	Setup and Implementation	
	Training	
7.	Perform (PE)	
	Setup and Implementation	
	Training	
8.	Onboard (ON)	
	Setup and Implementation	
	Training	
	Onboard form building as Professional Service	
9.	Learn (LE)	
	Setup and Implementation	
	Training	
10.	NEOGOV Integrations	
	Setup and Configuration	
<u>Sub Total:</u>		
Order Total:		

¹Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

² The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

- (a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

Recruitment:

- Online job application

Selection:

- Configurable supplemental questions

- Configurable Career site
- Automatic online job interest cards
- Recruitment and examination planning

- Define unique automatic scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking:

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate self-service portal for scheduling and application status

Reporting and Analysis:

- 90 standard system reports
- Ad hoc reporting tool

Career Pages:

- NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following three Customer website links (NEOGOV will provide the new link addresses):
- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

HR Automation:

- Automatically route job requisitions and hire actions for approval
- Automatically score and pass/fail applicants based on scoring plans
- Automatically email users when there are candidates sent to them for review
- Automatically email jobseeker job interest card notices for jobs posted on the main job openings page

Optional Integrations:

- Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. Specifications regarding optional, for cost, NEOGOV integrations can be made available to Customer, including:
 - Configure New Hire Export Interface
 - Configure Position Control Import Interface
 - Class Spec Interface
 - Employee Integration
- As part of each such integration, NEOGOV shall:
 - Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
 - Provide Integration Worksheets and/or guides.

Insight Training:

- NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
- Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

(b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings
- Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

(c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File of Onboard forms
- Federal I9 and W4 forms
- Checklists of tasks to create specific Onboard process by position, department, division or class spec

- Configurable new hire portal
- Ability to promote, rehire and offboard employees (task assignment based on new position)
- Global form bank
- Configurable Email Notifications
- Automation of Onboard process
- Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
 - Background forms \$295 per form
 - Dynamic Forms \$195 per form
 - Updates to existing forms \$200 an hour

(e) Learn (LE). Learn (LE) is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will include the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload SCORM course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
- Hundreds of ‘off-the-shelf’ online courses
- Learn Setup and Implementation will include the following activities:
 - NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.
 - NEOGOV will establish Customer’s production environment.
 - All NEOGOV products will be implemented off-site.

(f) NEOGO Training.

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV’s pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.

(g) NEOGO Implementation. The following activities will be conducted as a part of the Services:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will establish Customer’s production environment.
- All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
- Following NEOGOV product rollout, NEOGOV and Customer will confirm the rollout was completed successfully and that any production questions are addressed promptly.

(h) NEOGO Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export
- Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

2. Miscellaneous.

(a) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the “Agreement”) by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.

(b) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.

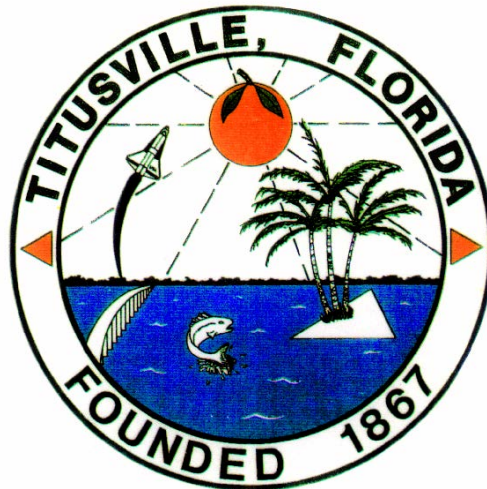
(c) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

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

<u>Customer:</u>	<u>NEOGOV: GovernmentJobs.com, Inc.</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Proposal #:19-P-25	Due Date: March 26, 2019 at 3:30 p.m.	Mail Date: 2/26/19
<i>Purchasing Agent:</i> <i>April Chapman</i>	Respond: City of Titusville Purchasing and Contracting Administration 555 South Washington Avenue Titusville, Florida 32796 (32781-2806)	
Proposal Title/Name: Recruitment & Applicant Tracking Services		

City Of Titusville, Florida



Request For Proposal

Recruitment & Applicant Tracking Services
RFP# 19-P-25

February 2019

"NO BID" RESPONSE TO REQUEST FOR PROPOSAL

If your company is unable to submit a proposal at this time, please provide the information requested in the space provided below and return to:

City of Titusville
Purchasing & Contracting Division
Post Office Box 2806
Titusville, FL 32781-2806

Attention: Purchasing & Contracting Administrator

We have received Request for Proposal No. 19-P-25, Recruitment & Applicant Tracking Services, due on March 26, 2019 at 3:30 P.M. Reason for "No Bid": (use company letterhead if necessary).

Would you like consideration for this type of solicitation in the future? Yes () No ()

By:

Signature: _____

Name & Title, Typed or Printed

Company Name

Phone Number/Fax

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NOTICE OF INVITATION REQUEST FOR PROPOSALS

THE CITY OF TITUSVILLE IS REQUESTING SEALED PROPOSALS FROM LICENSED AND QUALIFIED FIRMS CAPABLE OF PROVIDING WEB-PORTAL BASED ONLINE RECRUITMENT AND APPLICANT TRACKING SERVICES TO IMPROVE CURRENT HIRING PROCESS WITHIN THE HUMAN RESOURCES OPERATIONS. PROPOSALS WILL BE ACCEPTED BY THE CITY OF TITUSVILLE AT CITY HALL, 555 S. WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, UNTIL MARCH 26, 2019 @ 3:30 P.M., AT WHICH TIME AND DATE ALL PROPOSALS DULY SUBMITTED WILL BE PUBLICLY OPENED AND READ OUTLOUD IN THE CITY COUNCIL CHAMBERS. ANY PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL NOT BE CONSIDERED. SEALED ENVELOPES SHALL CONTAIN THE NAME OF THE PROPOSING FIRM AND BE MARKED AS FOLLOWS:

PROPOSAL NUMBER: 19-P-25

TITLE: RECRUITMENT & APPLICANT TRACKING SERVICES

DUE DATE: MARCH 26, 2019 @ 3:30 P.M.

Firms interested in submitting a proposal may pick up or request a complete Request for Proposal package from: City's website; ONVIA Demandstar website (www.demandstar.com); or via email from april.chapman@titusville.com.

Firms shall be able to be properly licensed to conduct its business in the State of Florida, with all licenses, permits, and certificates as required by all local, State of Florida, and Federal agencies.

Any proposal received without Proposal Signature Page, Public Entity Crime Form, Drug Free Workplace Form, Proof of Insurance, may be considered incomplete and immediately disqualified. Any person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal as proscribed by Section 287.133, F.S.

Firms interested in submitting a response to this RFP, agree not to contact City Council Members or any employee(s) or agent of the City at any time during the solicitation period and selection process. All oral or written inquiries must be directed to April Chapman, Procurement Contracts Coordinator at 321-567-3973 or april.chapman@titusville.com. Any other contact with the owner will be considered inappropriate and subject your response to rejection.

The City reserves the right to make any changes to this RFP, or to reject any and all proposals, or parts of any and all proposal, or to accept any proposal or portion thereof deemed to be in the best interest of the City, or postpone or cancel this RFP, at any time, or to re-solicit this RFP, or to waive any irregularities in this RFP or in the offers received as a result to this RFP. The City also reserves the right to request clarification or information from any firm that submitted a proposal. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

SURETY REQUIREMENTS

The following are the surety and bonding requirements for this bid.

Surety Qualifications: As to companies being rated acceptable to City:

- (a) The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
- (b) The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (Latest Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- (c) All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
- (d) Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
- (e) Requirements: Policyholder's surplus is required to be 10 times the amount of any one bond.

I. Introduction.

1.1 The City of Titusville has issued this Request for Proposal (RFP) to solicit competitive proposals from licensed Firms (Proposers) to provide online web-portal based recruitment and applicant tracking services to improve current hiring process within the Human Resources operation. Online applicant tracking system (ATS) is a business management software to address needs that will allow the City to effectively attract and recruit candidates participation and allow for management to electronically handle organizational needs.

1.2 PRE-PROPOSAL CONFERENCE

There will NOT be a pre-proposal meeting of oral representations or discussions. However, the City will issue an addendum (s) of answers to questions submitted by Proposers by March 15, 2019. Proposers shall direct all questions to April Chapman, Procurement Contracts Coordinator via email at april.chapman@titusville.com or via fax at 321-383-5628.

1.3 CITY INFORMATION and BACKGROUND

Currently the City utilizes an antiquated process for posting and collecting employment applications for job opportunities. We collect applications electronically through a website add-on tool which doesn't meet our needs, and still allow hardcopy paper applications to be submitted via mail, fax or email. Given the volume of applications received for open positions, and the number of documents per applicant submitted, the application process has become inefficient in terms of labor intensity and resource conservation. City recommends harnessing technology to make the process more efficient and reduce paper resources and storage requirements.

A. Employee Information

Located in Central Florida, the City of Titusville is home to many businesses and approximately 44,500 residents. The City consists of 500 full- time employees and 18 part- time employees.

B. Existing System Information

The City is currently utilizing a City-managed virtualized Windows server environment using the current version of Windows Server, SQL Server, and VMware vSphere. The ERP applications are hosted on an IBM AS400 system. Reports are currently being created using Cognos as well as external software tools such as Microsoft Excel and Laserfiche.

1.4 INFORMATION OR CLARIFICATION

All questions of Proposers to be discussed at the pre-proposal meeting must be submitted in writing by the deadline stated in the Schedule of Events. For information concerning procedures for responding to this proposal, contact April Chapman, Procurement Contracts Coordinator at phone #321-567-3973, fax#321-383-5628, or email: april.chapman@titusville.com . Such contact shall be for clarification purposes only. Material changes, if any to the submittal requirements will be transmitted by written addendum. No interpretation of the meaning of the proposal, any corrections of any ambiguity, inconsistency, or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to the attention of April Chapman. The City shall not be bound by oral explanations or instructions given at any time during competitive process or afterward.

All requests for clarification must be received in writing no later than ten (10) calendar days prior to the date for opening of the proposal. All such interpretations and supplemental instructions will be in the form of written addenda to the proposal. Only the interpretation or correction so given by the Purchasing and Contracting Department representative in writing shall be binding. Proposal documents may be downloaded from the City's website; or from Onvia Demandstar or may be request from the Purchasing & Contracting Administration via email from april.chapman@titusville.com. If any addenda are issued to this Request for Proposal, the City will attempt to notify all known prospective firms, however, it shall be the responsibility of each firm, prior to submitting their proposal, to contact the City Purchasing Office at 321.567.3733 to determine if addenda were issued and to make such addenda a part of the proposal.

1.5 **SUBMITTAL**

Respondent must submit three (3) typed and legible copies and one (1) unbound single-sided original of the RFP qualification response in a sealed envelope and/or box and must be received no later than **3:30p.m.** local time **March 26, 2019**. Each submittal envelope/box shall clearly identify the firm somewhere on the outside space. The original copy of the response must be clearly labeled "ORIGINAL". The material should be in the same sequence or order as requested by the City and all information should be related directly to this RFP. The City shall not be liable for any cost incident to the preparation of responses, materials, reproductions, presentation, copyright infringement, etc. Sealed proposal must be clearly marked as follows:

"RFP #19-P-25, Recruitment & Applicant Tracking Service" and returned to:

City of Titusville – City Hall
Purchasing and Contracting Department
555 S. Washington Ave., 2nd flr.
Titusville, FL 32796

All proposals received on or before the due date and time will be opened on **March 26, 2019** at **3:30p.m.**, at which time only the name of firms submitting proposals will be read. No details or the contents shall be disclosed until notice of intent of award or thirty (30) days after opening of proposals, whichever comes first, in accordance with Chapter 119.71, Florida Statutes.

1.6 **TERM OF SERVICE**

This agreement shall commence on the day its executed by both parties and shall have an initial term of one (1) year with four (4) one-year administrative renewals are contemplated, subject to the satisfactory negotiation of terms (including price acceptable to both the City of Titusville and the selected firm).

1.7 **LOCAL PREFERENCE**

The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and will be provided if requested for the cost of copying it. Firms shall designate the engagement manger's primary office as the office responsible for this service. Proposals from firms where such office is located within the City of Titusville and/or Brevard County will be afforded a local preference to the price component of the evaluation criteria as described below.

Local City of Titusville Preference:

- A. Five (5) percent of the low bid amount for project awards up to and including \$500,000.00,
- B. Three (3) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
- C. Two (2) percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

Local Brevard County Preference:

- D. Two (2) percent of the low bid amount for project awards up to and including \$500,000.00,
- E. One (1) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
- F. Sixty six hundreds (0.66) of one percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

Local Preference consideration will be applied to offers received in response to this proposal.

If the compensation factor is 15% for 15 points, a Titusville firm will received an additional 5% of 15 points or “.75” points to its compensation score. A Brevard County firm will receive an additional 2% of 15 points or “.30” points to its compensation score.

Example:	Company A (outside of Brevard County)	\$70,000.00
	Company B (within Brevard County)	\$71,000.00
	Company C (within Titusville)	\$72,000.00
	Company D (within Titusville)	\$73,500.00

The firm with the lowest price (Company A) receives 15 points

The firm with the 2nd price (Company B) receives 15.09 points.

{ $\$70,000/\$71,000 * 15\text{pts} = 14.79\text{pts}$; $14.79 * 2\% = .295$ or $.30$; $14.79 + .30 = 15.09$ points awarded}

The firm with the 3rd price (Company C) receives 15.33 points

{ $\$70,000/\$72,000 * 15\text{pts} = 14.58\text{pts}$; $14.58 * 5\% = .729$ or $.73$; $14.58 + .73 = 15.31$ points awarded}

The firm with the 4th price (Company D) receives 15 points

{ $\$70,000/\$73,500 * 15 = 14.29$ pts; $14.29 * 5\% = .71$; $14.29 + .71 = 15$ points awarded}

1.7 **UNAUTHORIZED ALIEN WORKERS:**

City will not intentionally award publically funded contracts to any Contractor who knowingly employs unauthorized alien works, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(3)(Section 274A(e) of the Immigration and Nationality Act. The City shall consider a Contractor’s intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

1.8 **AWARD**

The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and-or to request resubmission. There is no obligation on the part of the City to award the contract to the lowest Proposer, or any Proposer. The City reserves the right to award the contract to a responsible Proposer submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interests of the City. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest, and its decision shall be final.

A. PRICE ADJUSTMENT APPLICABLE TO APPROVED RENEWALS: For any renewal (i.e., years two through five of the Contract), the Contractor may petition the City’s Purchasing and Contract’s Administrator in writing prior to renewal for consideration of a price adjustment if volatile price item(s) which may or may not show drastic swings in price and availability from wholesalers to the retailers for a twelve month period following the initial one year term. In consideration, the City is including this price adjustment clause in the Proposal Invitation to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and discourage padding or hedging prices. The City’s price adjustment criteria are as follows:

- 1) Price adjustment requests will only be considered in the case of valid price increases passed on from the wholesaler or manufacturer to the awarded Contractor. Any request and justification for a price adjustment must be supportable by proper written notification from the wholesaler or manufacturer to the awarded Contractor.
- 2) The Purchasing & Contracting Administrator, or her designee, is authorized to evaluate the data with the right to examine the vendor's pertinent books and records. No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment.

- 3) Price adjustments must be received in writing, by the Purchasing & Contracting Administrator at least thirty(30) days prior to the expiration of the current annual service and maintenance period to allow for proper review and evaluation.
- 4) The annual overall adjustment requested shall not exceed the lesser of the change in the CPI during the preceding contract term for an individual line item (which may consist of a combination of material, labor, transportation, etc.) or three percent total (3%). The overall adjustment will be determined and based upon an increase in the CPI or PPI Index as set forth above. The City, in its sole discretion upon notice to the Contractor prior to renewal for a subsequent renewal period, shall be entitled to a price adjustment based upon the CPI Index should the CPI Index for a preceding calendar year show a decrease. The decision to grant the request for a price adjustment, in part or in whole, shall be made by the City's Purchasing and Contract Administrator at the City's sole discretion and communicated to the Contractor prior to renewal. The CPI Index to be used for consideration of requested price adjustments for labor ("CPI Index") shall be the Bureau of Labor Statistics Consumer Price Index (CPI) – All Urban Consumers, No Seasonally Adjusted, South Urban, All Items. The monthly index used shall be the month that the initial contract term goes into effect.
- 5) The City reserves the right to cancel any contract in force if the requested price adjustment is not acceptable.

1.9 Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is executed by the City Council, whichever occurs first. City Council action on proposals normally will be taken within 60 days of opening; however, no guarantee or representation is made herein as to the time between the proposal opening and subsequent Council action.

1.10 All applicable laws and regulations of the State of Florida and ordinances and regulations of Brevard County and the City of Titusville will apply to any resulting agreement. In the event of litigation, venue will be Brevard County, Florida.

1.11 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal/bid on a contract to provide any goods or services to a public entity; may not submit a proposal/bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit a proposal/bid on leases of real property to a public entity, may not be award or perform work as a contractor, supplier, subcontractor, or proposer under a contract with a public entity, and may not transact business with any public entity in excess of threshold amounts provided in FS Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

1.12 DRUG FREE WORKPLACE CERTIFICATION

All proposers must complete the enclosed "Drug Free Workplace Certification by Vendor" if applicable, and submit it with their proposal.

1.13 STATEMENT OF "NO BID" FORM

If your firm chooses not to submit a proposal, please complete and return the enclosed Statement of "No Bid" form. Failure to respond by either submitting a proposal or a completed "No Bid" form after three (3) invitations shall result in your firm being removed from our solicitation mailing list.

1.14 NON-LOBBYING AGREEMENT:

Contractors interested in submitting a response to the RFP, agree not to contact City Council members or any employee(s) or agent of the City at any time during the solicitation period and selection process. All oral

or written inquires must be directed through the Purchasing Contract Coordinator. Any other contact with the owner will be considered inappropriate and subject your response to rejection.

1.15 **HOLD HARMLESS AND INDEMNIFICATION**

Proposer covenants and agrees that it will indemnify and hold harmless City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

A. Third-Party IP: Contractors who use a third-party IP without properly licensing it can create exposure of their customers to lawsuits from the IP owner. Therefore, awarded Contractor shall indemnify the City against any lawsuits resulting from improper or illegal use of third-party IP and assumes all liability.

1.16 Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of this Request for Proposal. The City reserves the right to reject any agreement, which does not conform, to the request for proposal and any City requirements for agreements and contracts.

1.17 **INSURANCE**

The proposer shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the service performed on behalf of the City by the offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted no later than ten (10) days prior to the commencement of work and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

A. Professional Liability

- 1) Minimum limits are \$1,000,000 per occurrence.
- 2) Technology Errors & Omission. Minimum limits required are \$1,000,000.

B. Data Breach and Cyber Liability

Policy will be in name of City of Titusville.

- 1) Data Breach and Cyber Liability. Minimum limits required are \$1,000,000.

C. Coverage Provisions

- 1) All deductibles or self-insured retention shall appear on the certificate(s).
- 2) The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- 3) The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
- 4) Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- 5) All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
- 6) All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 7) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the

City, its' officers/officials, agents, employees and volunteers.

- 8) The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- 9) The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- 10) All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Management Officer.

D. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

1.18 ADDITIONAL INSURANCE

A. TECHNOLOGY ERRORS & OMISSION: Firm is liable for breach, vulnerability, and/or susceptible damage incurred by City of Titusville network as a result of technology services or products, such as data transmission, data storage, software, and website design causing data breach and other losses not involving bodily injury or property damage.

B. DATA BREACH & CYBER LIABILITY: Coverage for quick action critical response from cyber-attack for identity protection of customers, employees, and City's public information and/or network security breach. Assistance with lawful obligations and communications to all affected parties and target solutions and/or repair.

- 1) Firm will be responsible to insure proper security measures are in place and practiced by firm and assign employees to protect City during the contract with network, applications, software, and employee training.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

II. Scope

2.1 SCOPE OF WORK

The City needs a solution service that can handle the culminating applicant tracking and recruiting system (ATS) process from recruiting to onboarding. System needs to be user-friendly and intuitive to effectively and efficiently manage applications and for its tracking within processes. Firm (Proposer) to furnish and provide web-portal services with firm's latest operating version of updated solution software that is either cloud hosted or on premise on virtual/physical servers to improve current City operations minimally consisting of: recruitment, applicant tracking, third party site posting, onboarding (orientation), and document/data storage. Afterwards, system to be supported with yearly hosting service and maintenance agreement with ability to allow future growth and functionality.

2.2 GOALS & OBJECTIVES

The system should allow job openings to be easily posted and managed. The system should also provide easy to use search and report capabilities for hiring managers and HR Coordinator. This system will be used to manage both external and internal hires activity. All data transmitted in the system, by applicants, employees, hiring managers, and/or HR Coordinator staff must be secure. The Applicant Tracking & Recruitment System (ATS) will meet the following objectives:

- A. Improve the format of the information and data received from applicants to allow for more valid and effective evaluations of an applicant's employment background by providing a mechanism to simplify the screening process based on the job's minimum requirements (i.e. scoring position specific questions, category based screening which ties jobs within category groups, etc.);
- B. Improve the ability to screen applicants online, including the ability to manage and categorize applicants at both profile and application level. Must have the ability to provide multiple statuses for each applicant based on the type of application (i.e. Salary, Hourly, Certified, Union, Police, Fire, etc.).
- C. Automate the reference request/evaluation process. Reference component should allow for simple identification of professional references as well as allow flagging for review based on responses.
- D. Improve the ability to prepare reports regarding recruitment and applicant activity;
- E. Improve the communication between HR Coordinator and applicants by allowing mass communication from City to all selected or non-selected applicants;
- F. Provide method to upload and/or communicate certification information (area / level) to be used during screening process.
- G. Ability to determine completion of application packet based on submission or application, required documents and recent references.
- H. Ability to automate document transfer (application and/or supporting documents) into City's document imaging system (Laserfiche and/or other designated system) upon hiring of candidate.
- I. Reduce the time-to-hire.
- J. Integration with 3rd party application tools (i.e. electronic recruitment screening, digital interviewing and background checks).
- K. Ability to post job announcements to third party sites including social media sites.
- L. Online forms
- M. Interview Scheduling and tracking.
- N. Active Directory Federated Services. Provide software component to allow users to sign-on access to systems and application located across organizational boundaries.
- O. Onboarding capabilities.
- P. Vendor's website interface for the City should be modifiable to emulate the look and feel of the City's website including, at a minimum, color schema, fonts, and graphics badging, utilizing cascading style sheets or a similar mechanism.

2.3 **FEATURES**

The major features to be performed by software system are as follows:

- People Search& Auto-Suggest
- GDPR Feature Pack
- Single sign-on (SSO)
- EEO reporting
- Advanced access rights
- External Recruiter portal
- Customizable hiring pipelines
- Customizable candidate profiles
- Schedule Assist
- Offer letter approval workflows
- Advanced reporting suite
- API access & data export

****Please Note: The City reserves the right to select/exclude feature option based on other criteria deemed in the best interest of the City.*

2.4 **Additional Functionality Feature**

In addition to the system's capabilities, the following tasks are also being requested for the Proposer to address their methodology and/or capability to accommodate this additional feature upon request.

- A. **Handwritten Application:** Forms completed either by ink or typed by applicant.
- B. **Fax:** Completed form ink, type, etc. submitted via facsimile transmission.
- C. **Uploaded/Attachments:** Document and/or form for supplemental information addition to application submission.
- D. **Automatic Ranking:** Applicant tracking system automatically compares resume to the job description and how well resume scores based on the job description and/or duties.

2.5 **USER INTERFACE**

- A. All tools must be accessed by a common web browser program (i.e. Explorer - version 9.0 or higher, Safari, Firefox and Chrome, etc.) or any HTML 5 compliant web browser.
- B. The online application should be mobile device friendly.

2.6 **SECURITY REQUIREMENTS**

- A. Online Application is to be accessed by applicants (approved via system security) over the Internet over a secured login portal.
- B. Once the data is entered, only the applicant will be able to make changes to the application.
- C. Human Resources and Hiring Managers (as authorized) can view the Employee's data with access to the ATS Portal.
- D. The HR Coordinator and other HR staff will have access to the report creating feature, accessible via internet, and/or access to the database to create ad-hoc reports.

2.7 **INTELLECTUAL PROPERTY RIGHTS**

All copyrights, patents, database rights, registered and unregistered design rights, topography, rights, trademarks, and service marks and applications for any of the software, together with all trade secrets, know-how, rights to confidence, and other intellectual and industrial property rights in all parts of the world shall be extended to and utilized by the City of Titusville.

2.7.1 **CONFIDENTIALITY AND AUDIT RIGHTS**

Firm acknowledges that the ideas and expressions contained in the design and trial version of the software (and any modifications thereof or updates provided) provided to and/or from City of Titusville are confidential and shall not be divulged to a third party and only to divulge such information to City employees

as is strictly necessary to enable the software to be used in accordance with the license and City undertakes to ensure that its entity and persons maintain such confidentiality and City acknowledges that the terms of this condition shall survive the termination for whatever reason of the license.

2.7.2 BACK-UPS OR DUPLICATION

Except for back-up purposes or otherwise in accordance with the law, City of Titusville shall not nor allow any third party to duplicate or otherwise reproduce in whole or in part the design of software system.

2.7.3 INFRINGEMENT

Firm will defend City of Titusville by its own finances for all costs and for damages awarded, including reasonable attorney's fees and expenses arising from a claim by a third party other than an authorized reseller, that any unmodified software furnished and used with the scope infringes any U.S. copyright or patent, or misappropriates any trade secret provided.

2.8 CUSTOMER SUPPORT SERVICE (CSS):

All Customer Support Service (CSS) shall be available Monday – Friday, 8:00am to 6:00pm EST and include a fluent “English” speaking representative/technician. Customer Support Service technician shall be skilled and competent to provide assistance in laymen's term and offer sequential step resolution and/or direction. Firm shall include the location address of the office providing the CSS support.

A “toll-free” telephone help-line shall be provided through which firm shall use reasonable endeavors to ensure that the web-portal system operates correctly in all material and/or application respects by diagnosing and correcting any inherent material and/or application defects in the software system.

2.8.1 Awarded Contractor will be entitled to charge the City additional service fees for the time spent in relation to any of the following:

- A. Unauthorized use of software;
- B. Providing any other services not covered;
- C. Providing services to the City in circumstances where any reasonably skilled and competent City employed technician and/or programmer would have been able to fulfill obligation and therefore judged action unnecessary;
- D. City buys additional services, program options, or make any changes to the user parameters, the City shall pay to the firm additional fees on a pro-rata basis within thirty (30) days of the date of the invoice. Future annual service renewals will take into account of such additional options and fees.
- E. Non-Payment of annual service and maintenance. If the City does not pay the annual service within thirty (30) days after end date, firm will be entitled to acquire service fee issued during that period until full payment and reinstatement of annual service fee covering at least twelve (12) months is paid.

2.9 LICENSE/ACCESS

The City desires web-portal access, which will allows many users to have log-in and/or accessibility to web-portal system on separate single computer simultaneously. Firm shall indicate the maximum number of access users at initial service start. Additional individual access may be purchased at any time for accessibility use at a specified each (EA) unit price cost.

2.10 RESPONSIBILITIES

The Contractor shall demonstrate good project management practices while providing service. These include communication with the City of Titusville and others as necessary, management of dashboard, features, information, and retrieval. Firm will provide assistance to City for service based on plan feature(s) established for purpose of the successful City and candidate experience. Because software and/or web-portal service may experience unexpected anomaly interruptions, upgrade, or defects; Contractor is to staff knowledgeable personnel .

- Provide backup, log review; and other procedures and controls of sensitive data upload and storage.
- Take necessary security measures to protect City's confidential information providing measures that shall be reasonable for such purpose to provide breach.
- Provide periodical corrections and/or enhancements to the software and/or web-portal service.
- Provide a designated single point of contact to discuss problems, error reports, and recommended modifications and/or additions during initial service establishment up to thirty (30) days.

2.10.1 The City will be responsible for the user management, internal control, and follow-up departmental service training. In addition for acquiring needed computer hardware; ensuring proper computer terminal functioning; information reception/speed transference; and downloaded information storage.

III. RFP REQUIREMENTS

GUIDELINES FOR SUBMISSION OF REQUIRED INFORMATION

3.1 Statement of Qualifications (SOQ):

The firms interested in providing the requested service for hosted recruiting and applicant tracking process (ATS) are required to submit a State of Qualifications to April Chapman, Procurement Contracts Coordinator, at City of Titusville, 555 S. Washington Ave., Titusville, FL 32796.

To facilitate the review of the Statements of Qualifications, each respondent is requested to adhere to the following format requirements:

- Cover Letter
- Executive Summary
- Information about Firm
- Background: Firm Experience & References: Firm - five (5) years
- References (minimum 3/ maximum 5 each): State of Florida, public/ governmental, or commercial business entities (*if applicable*). State type and brief description of use and features.
- Software and/or Web-Portal Description and Features
- Flow Chart /System Diagram
- Implementation Time Schedule
- Trial Sample or Online Access
- Completed and notarized Forms: Cost Proposal, Compliance Sheet, valid State of Florida business registration certificate, Drug Free Workplace Certification, and Public Entity Crimes.

3.1.1 COVER LETTER

The Cover Letter should briefly introduce the firm and indicate its interest in the project.

3.1.2 EXECUTIVE SUMMARY

The Executive Summary should highlight the major points of the Statement of Qualifications and list no more than the top six reasons why the firm is uniquely qualified to undertake the work requested by the City. Briefly state the firm's understanding of the work to be done and make a positive commitment to perform the work satisfactory within a specified time period.

3.1.3 INFORMATION ABOUT FIRM

- A. Provide official company name, principal or executive manager, and type of organization. Name individual responsible for executing any agreement related to this solicitation; key team personnel and general computer software/service background.
- B. Company establishment and history.
 - (1) State whether the firm is local, regional, or national.
 - (2) Indicate whether the firm is a Certified Minority Business Enterprise (*provide copy of state certificate*) as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by s. 287.09451.
 - (3) Give the number of partners, managers, supervisors, seniors, and other professional staff employed.
 - (4) Location: include address and phone number of main office where this service will be administered and its proximity to City of Titusville, 555 S. Washington Ave., Titusville, FL in miles. Show the name of firm, address, telephone number, name of contact person and the date.
 - (a) Office responsible for - Design, Development, and Technical Applications
 - (b) Office responsible for – Customer Service
 - (5) List total number of personnel employed at the office providing both services.
 - (6) Give the names of the persons who will be authorized to make representations for the firm, their titles, addresses, and telephone numbers.
 - (7) Provide copy of state's business license status and/or certificate of good standing. Example: Sunbiz

3.1.4 FIRM'S BACKGROUND & TECHNICAL EXPERIENCE

- A. Company: Outline and detail ability and capability to provide software and ability to perform and comply with required services from past projects indicating five (5) years of experience.
- B. Provide overview of firm's workload detailing willingness and ability to meet City obligations. List current contracts and percentage of availability.

3.1.5 REFERENCES (minimum 3/maximum 5 per category)

Completed Reference Form. Provide prior experience with State of Florida, public/ governmental, or commercial business entities; name of software or web-portal program service; brief description of use and features.

- A. Past or current public/governmental, or business entity utilizing any firm's software and/or web-portal service.
- B. Current State of Florida clients utilizing proposed software and/or web-portal program service.

3.1.6 IMPLEMENTATION PROCESS

Detailed schedule description of timeline needed to deploy the software service to allow City users ability to access operations. Please provide information of launch structure and support training for the user(s) to go-live.

3.1.7 CAPABILITIES

Provide detailed description of software and/or web-portal program and features in regards to its ability in performing the outlined goals and features tasks.

- A. Features: Detail how service will work, information entry/distribution, and cross-sectional/ interaction and information access. Discuss how feature(s) will meet City's needs and requirements.
 - (1) Information data type: Virtual/Physical or Cloud hosted. If "Cloud" detail where applicant's data would be stored and how City gains access or download of information. ****Please Note: City requires its data must be stored on server(s) be located within the United States.*
 - (2) Dashboard: Describe features, capabilities, cross-sectional/departmental interaction. Provide screenshot of dashboard.
 - (3) Additional features: List and provide description of additional features outside of RFP requirements.
- B. Document Forms: Proposal shall indicate number and type of forms (*example: application, EEO/statistics, Police/Fire/EMT, background, etc.*) which are included in web-portal system cost. Please provide sample documents and indicate if customization is available.
- C. The service approach should include an analysis and understanding of the desired process to include the available scope of services offered, proposed approach, and the methodology.
- D. Document/Data Management: Proposal shall indicate storage size capability and length of time initial application information is retained in web-portal system.
- E. Combine/Merge multiple uploaded files by applicant into one (1) PDF file.
- F. Compliance Sheet: Proposer shall indicate on attached Compliance Sheet (pg.27) the system capabilities in regards to meeting goals and features descriptions.

3.1.8 USABILITY

Firm shall submit flowcharts and/or service system diagram to outline steps showing ease of use and learnability of the product/service. How can City expect to achieve objectives with effectiveness, efficiency, and satisfaction of performance and communication capabilities. This will assist the City visualize and help understand proposed service and features. The following charts are to be included:

- o Portal Entry and Setup Workflow/Process pathology and dashboard diagram (*if applicable*).
- o Applicant service detailing information upload, distribution, tracking, and/or review process steps
- o Web-portal and deployment (vertical) pathology & collection sources such as: emails, search engines, online forums, etc.

- ADA Complaint: Website to follow technical content standards for accessibility to help guide web content for all users including those with disabilities (*if applicable*).
- Trial Sample or Access: “free” trial version CD/DVD or online web-portal access link with quick instructional reference that is interactive demonstration tool to allow user(s) to create, access templates, and review/evaluate features.

3.1.9 REQUIRED COMPLETED AND NOTARIZED FORMS

- A. Proposal Signature Page
- B. Completed Compliance Sheet
- C. Drug-Free Workplace Certification (if applicable)
- D. Public Entity Crimes
- E. Completed Reference Form
- F. Valid state business registration certificate (copy)
- G. General Terms & Conditions Signature Page

IV. **Schedule of Events.**

Below is the current schedule of the remaining events that will take place in the selection process. The City reserves the right to make changes or alterations to the schedule as the City determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
<u>2/26/19</u>	Issuance of RFP
<u>3/15/19</u>	Final deadline for submission of questions/information
<u>3/26/19</u>	Technical Proposals and Price Proposals due in City by 3:30 p.m. local time
<u>TBD: April 2019</u>	Evaluation
<u>TBD: April 2019</u>	Posting of the City's intended decision to Award
<u>TBD: April 2019</u>	Anticipated Award Date
<u>TBD: April 2019</u>	Anticipated Execution Date

V. EVALUATION

A committee comprised of qualified City staff members will conduct evaluation of proposals utilizing a “Weighted” system. Accordingly, the proposals received will be reviewed and evaluated by the Selection Committee based on specific evaluation criteria established for this RFP. The Evaluation Committee evaluates the submittals against the established evaluation criteria stated in the solicitation. The City may short-list to a minimum of the top three contractors for final consideration and selection. City reserves the right to travel to any client(s) located within the State of Florida to observe and document proposed web-portal service currently in use. Public presentations may be required by no fewer than three most highly qualified contractors (if more than three companies) selected in order of preference regarding their software and/or web-portal, experience, capabilities, usability, and ability to furnish the required services. The scores of the committee members will be added to determine the ranking of the firms (first, second, third) and make a recommendation for Council action. Following their review of proposals received, the Proposers may be requested to make an oral presentation and/or answer session with the Selection Committee to further expand on their concept for this service.

5.1 CRITERIA:

In determining whether a contractor is qualified, the critical factors which the City shall consider in evaluation of statements of qualifications will be as follows:

1) Price Proposal	0-30
2) Experience: Background, Technical Experience, & References	0-30
3) Implementation Process (Time schedule for City to be functional)	0-10
4) Goals: Meets Requested Goals and Features	0-15
5) Usability: Software, Demonstration, Presentation, Intuitiveness	0-15
 MAXIMUM TOTAL POINTS POSSIBLE	 100

Each proposal will be independently evaluated on Factors 2 through 5.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s).

5.2 FINAL SELECTION PROCESS:

City Council will be asked to approve recommendation of the Selection Committee. City Council action is final.

**Recruitment & Applicant Tracking Service
Proposal #19-P-25
Evaluation Scoring Matrix**

Description	Point Allocations	Score
PRICE:		
Points shall be assigned by Purchasing & Contract Department based on giving the lowest Implementation Total receiving maximum points available applying the following formula: $(A \div B) \times C = D$ <p>A—the lowest Proposer’s fee. B—the Proposer’s fee being scored. C—the maximum number of cost points available. D—Proposer’s fee score (points). ***Please Note: “Local Preference” compensation (if applicable) will be additional points given to score.</p>		
Maximum Points available = 30		
BACKGROUND & TECHNICAL EXPERIENCE:		
No Experience or response provided not similar to project.	0pts	
Fair experience provided falls short of achieving the standard ability and/or inconsistent with other proposals in a number of identifiable aspects	5pts	
Average experience provided meets the requirement, but is lacking or inconsistent in ability, features, or web-portal service stability.	10pts	
Good experience provided meets the requirement, above-average web-portal & service but lacking in minor aspects	15pts	
Superior experience provided ability, software/web-portal, & service strength. Extremely likely to deliver or exceed requested features, performance, service, and outcome.	20pts	
REFERENCES: Prior or current State of Florida, public, governmental, or business clients utilizing proposed software and/or web-portal service.		
No Experience or response provided not similar to requirements by proposed software or web-portal service.	0pts	
Fair: References provided show minimal software or web-portal performance or experience providing requested service as outlined in RFP. Experience provided falls short of achieving features request and/or inconsistent with other proposals in a number of identifiable aspects	2.5pts	
Average: References provided show average performance with general non-biased relationship. Ability to meet City’s expectations with modification to existing or proposed software or web-portal features.	5pts	
Good: References provided show good performance with some solid feedback information. Client has similar features and currently utilizing service. Above-average ability to meet City’s expectation with minimal changes to features in minor aspects	7.5pts	
Superior: References provided show high performance with responsive feedback. Multiple clients utilizing similar/identical features. Extremely likely to deliver or exceed City’s expectations.	10pts	
Maximum Points available = 30		
IMPLEMENTATION PROCESS: Time schedule for City to be functional		
None or response provided indicates that Firm will not provide any assistance, support, or training.	0pts	
Fair: Response provided indicates that Firm will provide little/brief assistance, support, or training resulting in timely or exploratory discovery by City to become familiar.	2.5pts	
Average: Response provided indicates that Firm will provide basic assistance, support, or training resulting in minor discovery by City.	5pts	
Good: Response provided indicates that Firm will provide good assistance, support, or training resulting in successful launch.	7.5pts	
Superior: Response provided indicates that Firm will deliver exceptional assistance, support, or training resulting in launch exceeding City’s expectations.	10pts	
Maximum Points available = 10		

GOALS: Meets requested goals and features		
None or response provided indicates that product or service will not meet City's needs	0pts	
Fair: Response provided indicates that product or service will meet a few goals and/or features, but City will have to find other means/methods to accomplish complete task.	1pts	
Average: Response provided indicates that product or service will meet basic goals and/or features and is acceptable to complete task for City.	5pts	
Good: Response provided indicates that product or service will meet a majority of goals and/or features and is satisfactory to complete task for City with minor aspects unmet.	10pts	
Superior: Response provided indicates that product or service will exceed goals and/or features and is excellent for completing task for City including unexpected advances.	15pts	
Maximum Points available = 15		
USABILITY: Software and/or Web-Portal, demonstration, presentation, and intuitiveness indicate ease of use and learnability of the product or service.		
None: No response provided or not similar to RFP feature requirements.	0pts	
Fair: Response provided falls short of achieving the requested features and/or requirements. Inconsistent with other proposals in a number of identifiable aspects.	1pts	
Average: Response provided meets the requirement, but features are lacking or inconsistent in ability or capability to completely fulfill desired outcome.	5pts	
Good: Response provided meets the requirements with good features. Software or web-portal is above-average has ability & capability performance, but lacking in minor details.	10pts	
Superior: Response provided demonstrates high performance software or web-portal service. Features are extremely likely to deliver or exceed City's expectations.	15pts	
Maximum Points available = 15		
TOTAL POINTS		
Maximum Total Points Possible		100

NOTES:

VI. SPECIAL CONDITIONS

Rights

The City of Titusville reserves the right to reject any or all proposals or parts thereof and to waive minor informalities and irregularities in proposals received. The City of Titusville also reserves the right to accept any proposal or parts thereof which it finds to be in the best interest of the City. This is a request for proposal and the proposer understands that this request for proposal does not constitute an agreement or contract with the proposer. The City reserves the right to negotiate final cost.

Proposal Withdrawal

To allow for proposal and vendor review, no Proposer may withdraw their proposal for a period of one-hundred and twenty (120) days after the date of the opening of proposals. Amended or withdrawn proposals may be submitted through written notice prior to the proposal opening date.

Proposal Transferability

Proposals shall not be transferrable. If at any point during this request for proposal process (including and up to the award of contract), the proposer's company becomes a participant in a merger or sale, the City has the right to disqualify the proposal.

Written Notification of Transference

Awarded Contractor must provide written notification of any transference and/or name change of interested party within sixty (60) prior to taking effect. The City reserves the right to negate awarded contract without penalty upon review within thirty (30) days of written receipt.

Proposal Costs

The City of Titusville bears no responsibility for any costs incurred in the preparation of the proposal.

Legal Action

Any and all legal action necessary to interpret or enforce the agreement will be governed by the laws of the State of Florida, with venue in Brevard County, Florida.

No Contact

Proposer shall have no contact related to this proposal with City elected officials outside legally convened public meetings of the entire City Council.

Joint Venture Firm

Two or more firms may submit a proposal as a Joint Venture. Parties to a Joint Venture must include with submittal a Declaration of Joint Venture and Power of Attorney Form.

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for the engineering, quality control, and construction portions of the Work.

Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design/Build Firms for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

Waiver of Irregularities

The City may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

Modification or Withdrawal of Proposal

Proposers may modify or withdraw previously submitted proposals at any time prior to the proposal due date. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of 90 days or until one of the proposals has been duly accepted and a contract has been executed by the City, whichever occurs first. Requests for modification or withdrawal of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the proposal provided the change is submitted prior to the proposal due date.

19-P-25
Recruitment & Applicant Tracking Services
PRICE PROPOSAL FORM

The total Price Proposal Amount is to include all costs associated with complete access to service and/or web-portal and its defined feature options pertaining to this solution including but not limited equipment and labor, overhead, operating margin and profit and all direct and indirect expenses. The City reserves the right to select/exclude an option based on the pricing or other criteria deemed in the best interest of the City. Please complete the breakdown of service cost for inclusive function and/or feature items.

In the event of a proposal item price discrepancy (math error when the RFP total price for any item is not the result from applying the unit price stated by the proposer for such item to the item quantity indicated in the proposal) the proposal unit price stated in the proposal shall govern and prevail and the total price proposal for such item will be corrected.

Item #	Description	Unit Cost: (includes: setup, training, support, & 1yr service)	Annual Renewal Fee*
1	Recruitment Service	\$	\$
2	Applicant Tracking Service	\$	\$
3	Third-Party Site Job Posting Service	\$	\$
4	Onboarding Service	\$	\$
5	Document/Data Storage Service	\$	\$
PROPOSAL TOTAL (Unit Costs + Annual Renewal)			\$
Web-Portal Access: (Maximum number of users allowed to log-in and/or accessibility simultaneously)			_____
OPTIONAL PRICING: (please list, if applicable)			
	Description	UOM	Unit Cost
6	Additional User Access Charge	EACH	\$
			\$
			\$
			\$

*NOTE: Pricing reflects a 12-month subscription. Subscription less than 12-months shall be pro-rated

PROPOSAL TOTAL \$ _____

Written Proposal Total [Words]: _____

Proposal submitted by:

Company (Legal Registered Name) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email _____

Addendum Acknowledgement – Proposer acknowledges that the following addenda have been received and are included in proposal submittal:

Addendum No: _____ Dated Issued: _____

Addendum No: _____ Date Issued: _____

Addendum No: _____ Date Issued: _____

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments, including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

RFP#19-P-25, Recruitment & Applicant Tracking Services

I have read the attached and agree to its contents.

Proposer Authorized Representative (print or typed)

Date

Authorized Representative (signature)

Title

Telephone #: _____

Email: _____

**19-P-25
COMPLIANCE SHEET**

ITEM	Requirement Description	Meets Requirements Marked = YES Blank = NO	Comments/Notes: <i>(Attach additional sheet, if necessary)</i>
1	System must maintain a list of all positions with associated job descriptions.		
2	System must maintain a list of hiring managers and their email addresses and departments.		
3	System must allow only HR personnel to open a position for hiring.		
4	System must send job description to hiring manager for modification.		
5	If the hiring manager modifies job description, it must be sent to HR for approval.		
6	HR may choose to save the modified job description as the new default or use it only for the current opportunity.		
7	System must be able to assign posting numbers to each open position when posted for tracking.		
8	System must automatically post open date, closing date, open until filled, department, job description and a hyperlink to a job application.		
9	System should be able to provide an internal application for current employees		
10	The job application must pre-fill the position name and listing number or general opening - non job specific.		
11	The job application should be able to be designed using the City of Titusville's choice of logo's, fonts, and colors.		
12	The job application must be able to be designed to collect the information the City requires using standard form components like text boxes, drop-down boxes, check boxes, etc.		
13	System must be able to post job listings on a number of job posting sites including Monster.com, Indeed, etc.		
14	Upon demand or once the closing date is reached for the open position listing, system must create a ranked listing of applications based upon criteria specified by the City for the position.		
15	System must maintain default ranking specifications for each position to include internal applicants.		
16	The default ranking specifications must be able to be modified for individual open listings without effecting the default specifications.		
17	The ranked listing of open positions or a link to it must be sent to the hiring manager within 12 hours.		
18	The ranked listing must include the ranking, name, address, phone number and a link to the application for each candidate.		
19	The system must be able to maintain the selection criteria associated with a position.		

ITEM	Requirement Description	Meets Requirements Marked = YES Blank = NO	Comments/Notes: <i>(Attach additional sheet, if necessary)</i>
20	The ranked listing should be able to be updated by the hiring manager with interview date, notes, selection criteria scores and order of selection action code that will be consistent with current City action codes. Action codes must be able to be updated as needed by the Human Resources Coordinator.		
21	Upon completion of the interview process, a notice of selection must be sent to HR.		
22	Automatic Notification. Upon HR approval, the system must automatically send a conditional offer to the candidate and rejection letter to non-selected applicants		
23	The conditional offer must include standard language defined by the City and include the position, potential start date, and starting salary, and additional pre-employment information.		
24	Conditional offer must provide the candidate with the opportunity to: sign and return; to accept the offer; or provide contact information for discussions/negotiations. System must be able to accept attachments such as the required copy of driver license and social security card to continue pre-employment process.		
25	Once the candidate has agreed signed to an offer on the system, the system must notify HR that the offer has been accepted and to begin background checks, physical and/or drug screening and reference checks.		
26	The system must be able to allow HR to place the appoint information for physical and/or drug screening in it and automatically email applicant with appointment time, location and any additional paperwork that will need to be completed prior to appointment.		
27	The system must automate reference checks by sending an email to references found on the application. It should request references to answer pre-populated questions on the system.		
28	Upon completion of background, physical and/or drug screening, & reference checks completed, reviewed/approved, the system must notify the candidate of the onboarding start date and location.		
29	The system must provide the candidate with the following video and written instructions to fill out onboarding forms: health insurance, pension selection.		
30	The system should be able to provide instructional videos and evidence that they have been viewed by the candidate.		
31	Identified information necessary for HR and Payroll should be automatically loaded into BS&A (ERP) software system		
32	Active Directory Federated Service feature to allow user to sign-on access to systems and application across boundaries.		
33	Website interface for City can be modified to emulate City's website graphics in similar mechanism: color, schema, style, etc.		
34	ADA Complaint: Does website follow technical content standards for accessibility to help all users including those with disabilities		
35	Combine/Merge files uploaded by applicant into one (1) PDF file		

PROPOSAL SIGNATURE PAGE

As witnessed by my signature below, I have carefully examined the Request For Proposal, Notice of Instructions, General and/or Special Conditions, Scope of Work, proposed Agreement, and any/all other documents accompanying or made part of this proposal invitation.

- I hereby propose to furnish the services specified in the Invitation at the prices or rates quoted in my proposal. **I agree that my pricing will remain firm for a period of up to ninety (90) days in order to allow the city adequate time to evaluate the proposals.**
- I agree to abide by all conditions of this proposal and understand that the Titusville Law Enforcement Department prior to RFP award may conduct a background investigation.
- I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded the RFP.
- I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; no officer, employee, or agent of any other proposer is interested in said proposal; and that the undersigned executed this Proposal Signature Page with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company Name: _____

By: _____

Signature

Name & Title, Typed or Printed

Mailing Address (City, State & Zip Code):

Telephone/Fax Number: _____

State of _____

County of _____

Sworn and subscribed before me this _____ day of _____, 20 ____.

Notary Public

Personally Known

Produced I.D. _____

**Proposal #19-P-25
REFERENCE FORM**

This form is to be utilized to provide general information about your firm/company to the City of Titusville. *Please submit this form with your sealed proposal.*

Name of Company _____ Fed I.D. # _____

Business Tax Receipt/Occupational License Number (as applicable): _____

City of Titusville Yes or No: Other (City/County/Etc.) _____

Please answer the following:

1. Number of years your firm/company has been in business: ____ years.
2. Is your firm incorporated in the State of Florida? ____ Yes ____ No
3. Number of years your firm/company has provided the type of service required by the Request For Proposal (RFP): _____ years.
4. Headquarter address if different from business address _____

References

5. Business/Organization (Name): _____

Address: _____

Contact Person(Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

6. Business/Organization (Name): _____

Address: _____

Contact Person(Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

7. Business/Organization (Name): _____

Address: _____

Contact Person(Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

8. Business/Organization (Name): _____

Address: _____

Contact Person(Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

9. Business/Organization (Name): _____

Address: _____

Contact Person(Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

10. Business/Organization (Name): _____

Address: _____

Contact Person(Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

Name and Title of Person Completing Form:	
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DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid. 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' 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 bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 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 a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature, Title, Date

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after being first sworn by me, affixed his/her

Signature in the space provided above on this _____ day of _____, 2018.

____ Personally known

Produced I.D. _____

Notary Public

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and encloses it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to THE CITY OF TITUSVILLE, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL OR BID.

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the _____
Bid/Proposal for THE CITY OF TITUSVILLE.
2. This sworn statement is submitted by _____ whose
business address is _____ and (if applicable) its Federal
Employer Identification (FEIN) is _____.
3. My name is _____ (please print name of
individual signing) and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
(1) A predecessor or successor of a person convicted of a public entity crime; or
(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019
by _____, (title) on behalf of
_____. He/she is personally known to me or has produced
_____ as identification and did () did not () take an oath.

(Notary Signature)

Name:

My Commission Expires:

Commission Number:

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

GENERAL TERMS & CONDITIONS

1. **The City of Titusville, Florida will receive proposals until 3:30p.m. on March 26, 2019.** The proposals will be **publicly opened** in Council Chambers, City Hall, 555 S. Washington Avenue, 2nd Floor, Titusville, Florida in the presence of City officials at the above stated time and date.
2. **Any proposals received after the above stated time and date will not be considered.** It shall be the sole responsibility of the Proposer to have their proposal delivered to the Purchasing and Contracting Administration office, indicated below, no later than the date and time specified. Proposals shall be addressed as follows:

For Delivery:

Purchasing & Contracting Administration
City of Titusville
555 S. Washington Avenue, 2nd Floor
Titusville, FL 32796

RFP: #19-P-25/Recruiting & Applicant Tracking Service

Each proposal shall be submitted in a sealed envelope prior to the time established for the opening of proposals, and the envelope shall be marked with the RFP number, title of RFP, and proposal opening date. If submitted other than by mail, it shall be delivered to the office of the Purchasing & Contracting Administration. Proposals submitted by mail must be received in the office of the Purchasing & Contracting Administration by the time specified herein for the bid opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the proposer. Please follow up with the Purchasing and Contracting Administration at 321.567.3733 to ensure delivery has been made.

3. **Submittal of Proposal:** Proposal shall be submitted in a sealed envelope utilizing the proposal form(s) provided herein. All proposals shall be properly executed with all applicable blank spaces completed. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the proposal. If the unit price and total amount stated by a proposer for any item are not in agreement, the unit price alone shall be considered, as representing the proposer's intention and the totals shall be corrected to conform thereto.
4. **Withdrawal of Proposal:** Proposers may withdraw a proposal after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the proposals.
5. **Pre-Conference:**
 - a. **Mandatory:** Mandatory pre-conferences must be attended by all Vendors interested in submitting a proposal. Proposals submitted by Vendors that did not attend the Mandatory pre-conference will not be considered.
 - b. **Non-Mandatory:** Proposers are encouraged to attend to obtain more information concerning this proposal. Prospective bidders will be invited to attend as designated in the Request for Proposal Cover Page to inspect the job site and/or to discuss pertinent questions. Any changes, to requirements stipulated herein, derived from a pre-bid conference will be addressed in the form of an Addendum to all proposers. The type of pre-conference (if any) applicable to this project is designated on the cover page. If, in the opinion of the City an inspection of the job site is required, a pre-conference will be scheduled at the job site as stated above.
6. **Familiarity with Site Conditions:** The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong to the proposer. Submission of a proposal shall constitute acknowledgment by the proposer that it is familiar with all site and work conditions. The failure or neglect of a proposer to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his proposal.
7. **Questions Regarding Specifications or Proposal Process:**

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, division, or employee during the proposal process, except as provided in paragraphs "a, b, c" below. Additionally, the City prohibits communication initiated by a bidder to the City official or employee evaluating or considering the proposals prior to the time a proposal decision has been made. Such communication initiated by a proposer may be

grounds for disqualification of the offending bidder from consideration of award for the bid currently in evaluation and/or any future proposals.

a. Any questions relative to interpretation of the Scope of Services or the bid process, shall be addressed to the designated agent in Purchasing & Contracting Administration, in writing, in ample time before the period set for the receipt and opening of proposals. The designated agent for this procurement is April Chapman and she may be reached at april.chapman@titusville.com or at 321-567-3973. **Inquiries received less than five (5) days prior to the date set for the receipt of bids will not be given consideration.** Any interpretation made to prospective bidders will be expressed in the form of an addendum to the requirements stipulated herein which, if issued, will be conveyed to all prospective proposers, if possible, no later than five (5) days before the date set for receipt of proposals. Oral interpretations will not be provided.

b. It will be the responsibility of the proposer to contact the Purchasing & Contracting Administration prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the proposal.

c. Inquiries shall be directed to April Chapman, Procurement Contracts Coordinator at the City of Titusville, 555 S. Washington Ave, Titusville, FL 32796 or by fax (321) 383-5628 or by email to april.chapman@titusville.com.

8. Pricing/Shipment Cost: Unless stipulated otherwise herein, all prices must be firm for the delivery schedule quoted herein. Proposals stipulating "price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. (Freight on Board) Destination; delivered to any City of Titusville department facility unless otherwise stipulated in the Proposal invitation or exceptions taken by the Proposer.

9. Political Subdivision: Under Florida Law, prices contained in State Term Contracts, State Negotiated Agreement Pricing Schedules (SNAPS), Cooperative Bids, or current bids shall, as a minimum, be made available to the City of Titusville unless otherwise exempted by the terms of this engagement. The City reserves the right to purchase any commodity or service from these said instruments if in the best interest of the City. Conversely, the City may disregard these instruments and purchase through alternate means.

10. Proposer's Signature Form:

a. Each proposer shall complete the "Proposal Signature" form included with this Request For Proposal, and submit the form along with the proposal.

b. The failure of a proposer to submit this form shall be cause for reject of the proposal.

c. The form must be acknowledged before a Notary Public with a notary seal affixed on the document.

11. "No Bid" Response Form: In the event you elect not to bid on this requirement, please complete and return the attached "No Bid" form.

12. Proposer's Signature: The City requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida; such an agreement will be signed by a corporate official or principal (i.e., President, Vice President, Secretary, Treasurer, or other authorized official, e.g., Executive Director) with the corporate seal affixed. If the aforementioned corporate officers or the corporate seal are not readily available, a letter of authorization from a corporate official or principal may be submitted in lieu thereof. Such letter of authorization must be on corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such an agreement on behalf of the corporation and must be signed by said corporate officials. Failure to submit letters of authorization within two (2) weeks after notification of award may result in award withdrawal. In the case of a partnership, the agreement must be signed by the general or managing partner and notarized as outlined above. In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized. If you have any questions regarding the execution of the signature page, please feel free to contact the designated agent in, indicated in 6 a. and c. above, the Purchasing & Contracting Administration Division office for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful bidders.

13. Proposer Qualification: The City reserves the right to conduct an inspection of the proposer's facility and equipment prior to the award of the agreement. The City will notify you in writing of our intent to conduct an inspection or survey of your facility. Proposals will be considered from firms who have adequate personnel and equipment, who are so situated as to perform prompt services, and who maintain the regular business hours of

8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. For the provision of services only (not supplies) – the City will only consider proposals from licensed firms which are regularly engaged in the business as described in this proposal package; with a satisfactory record performing similar work for a reasonable period of time, but not less than one (1) year, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

14. **Legal Requirements:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility and abidance. Failure to comply with all applicable legal requirements shall render your bid as non-responsive.
15. **Selection/Rejection of Options:** The City of Titusville reserves the right to select/reject options bid, based on specifications, price or other criteria deemed to be in the best interest of the City.
16. **Proposal Tabulation:** Proposers may request copies of the proposal tabulation documents in person or by enclosing a stamped, self-addressed envelope with the proposal. Proposal tabulations will be provided after one of the following, whichever occurs first: (i) notice of decision or (ii) proposal tabulation stating the intended decision.
17. **Criteria For Award or Rejection of Proposals:** A purchase order or contract will be awarded to the lowest, most responsive, and most responsible proposer complying with all the provisions of the Request For Proposal, provided the proposal is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all proposals and to waive any informality or irregularity in proposal received whenever such rejection or waiver is in the City's best interest. The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete contracts or purchase orders on time, or a proposal of a proposer who upon investigation shows not to be in a financial or other position to properly perform the contract.
 - a. In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:
 - b. The ability, capacity, and skill of the proposer to perform the services required.
 - c. Whether the proposer can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interference.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - e. The quality of performance of previous contracts, purchase orders or services rendered.
 - f. Previous and existing compliance by the proposer with laws and ordinances relating to contracts, purchase orders or services.
 - g. The sufficiency of the financial resources as they relate to the ability of the bidder to perform the contract, purchase order, or provide the service.
 - h. The quality, availability, and adaptability of the supplies or services to the particular use required.
 - i. The ability of the proposer to provide future maintenance and service for the use of the subject matter if required by the proposal specifications.
 - j. Whether the proposer is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the proposers' taxes or assessments are delinquent.
 - k. Whether the proposer is in litigation or has caused the City to litigate against it or any of its associates, subsidiaries, etc. at any prior time.
 - l. Such other additional criteria as may be developed for a specific price quote.
18. **Execution of the Purchase Order/Contract:** The successful proposer shall, at the City's option, within fifteen (15) calendar days after notification of award is issued by the City of Titusville, enter into a purchase order or contract with the City on forms provided by the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities, insurance certificates or other required documentation. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
19. **Failure to Execute Purchase Order or Contract:** Failure of the successful proposer to accept the contract or purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, and such proposer shall fulfill every stipulation embraced herein as if he were the original party to whom the proposal award was made; or

the City may reject all the proposals and re-solicitations. Vendors who default may cause the City to reject future bid/proposals.

20. **Award Dispute Resolution:** Proposal award challenges shall be addressed in writing to the office of the Purchasing & Contracting Administrator who (as authorized by the City Manager) is the administrative head of the Purchasing & Contracting Administration Division. The Purchasing & Contracting Administrator will gather evidence and discern facts and make a recommendation to the City Manager. The City Manager will present his recommendations to the governing body which will make the final decision on the matter. All decisions of the governing body are final. Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest with the Purchasing & Contracting Administration Division within 72 hours after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) proposal tabulation stating the intended decision. The nature of protest must be followed within 10 days of filing by a formal written notice fully detailing all elements, which promulgated the protest.
21. **Award Cancellation:** The City reserves the right to withdraw all proposal awards at any time for any reason.
22. **Conflict of Interest:** The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Proposers must disclose prior to or with their proposal the name of any officer or employee, or officer/employee's spouse or child, who is also an officer or employee of the City of Titusville. Further, all Proposers must disclose the name of any City of Titusville officer or employee, or officer/employee's spouse or child who owns, directly or indirectly, or has an interest in one or more of the Proposer's firm(s) or any of its branches.
23. **Trade Names:** In cases where an item to be bid is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is indicated in the bid response therein by the proposer. Generally, the reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be deemed acceptable. Proposals on other makes and catalogs will be considered provided each proposer clearly states in his bid or proposal exactly what alternative he proposes to furnish and forwards with his proposal a cut illustration or other descriptive material, which will clearly indicate the character of the article covered in this proposal. The City reserves the right to approve as an equal, or to reject as not being equal, any article the proposer proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the proposal, before the successful award and before manufacturing or shipment the vendor may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such data and specifications are in compliance with the City's requirements.
24. **Right to Audit Records:** The City shall be entitled to audit the books and records of the contractor or subcontractor to the extent that such books and records relate to the performance of the Purchase Order or any supplement to the Purchase Order. Such books and records shall be maintained by the contractor or subcontractor for a period of three (3) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.
25. **Fiscal Year Funding Appropriation:**
 - a. Specified Period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.
 - b. Cancellation Due to Unavailability of Funds in Succeeding Final Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.
26. **Florida Prompt Payment Act/Invoicing and Payment:** Vendors shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to: Purchasing and Contracting Division, City of Titusville, P.O. Box 2806, Titusville, Florida 32781-2806. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this BID. All invoices must show the City of Titusville purchase order number.

27. **Discounts:** Proposers may offer a cash discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified whichever is later. Proposers are encouraged to reflect cash discounts in the proposal.
28. **Florida Statutes on Drug-Free Workplace Programs:** In case of tie proposals, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This form is included with this Invitation for Bid and must be completed and returned with your bid.
29. **Equal Employer Opportunity:** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors or vendors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or vendor or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The contractor or vendor shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO Regulations.
30. **Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
31. **Suspension or Rescindment of Bidding Privileges:** The City of Titusville may rescind bidding privileges of any vendor, contractor, supplier, service provider, or other entity for violation of one or more of the issues listed below.
 - Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documentation.
 - Disregard for the prudent use of taxpayer's funds.
 - Causing the City to litigate.
 - Shoddy workmanship.
 - Deliberate attempts to deceive the City.

I have read the attached General Terms & Conditions and agree to its contents.

_____ _____
 Proposer Authorized Representative (print or typed) Date

 Authorized Representative (signature)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Email: _____

DRAFT CONTRACT OF SERVICE
RECRUITMENT AND TRACKING SERVICES

ITS AGREEMENT, made and entered into its _____ day of _____, 2019, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" or "Owner" an _____, a foreign corporate computer software company, whose principal office address is located at _____, hereinafter referred to as the ("Contractor"), sets forth that;

WHEREAS, pursuant to all City Purchasing & Contracting policies, statutory requirements, and any Federal laws applicable, the City has competitively bid and advertised the service titled "Recruitment and Tracking Service": Request for Proposals #19-P-25; and

WHEREAS, the City desires to engage the services of a licensed, qualified, and experienced Contractor to provide the special and unique competency to provide online web-portal based recruitment and applicant tracking services to improve current hiring process within the Human Resources operation. Online applicant tracking system (ATS) is a business management software to address needs that will allow the City to effectively attract and recruit candidates participation and allow for management to electronically handle organizational need; and

WHEREAS, the Contractor represents that it is duly licensed and it has such competence and experience in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. TERM. This agreement shall commence on the day that it is fully executed by both parties and shall have an initial term of one (1) year with four (4) one-year administrative renewals are contemplated, subject to the satisfactory negotiation of terms (including price acceptable to both the City of Titusville and the Contractor thereto).

2. AGREEMENT DOCUMENTS. The Agreement Documents (also called Contract Documents) consist of its Agreement, the Request for Proposal RFP#19-P-25, Recruitment and Tracking Service CONTRACTOR'S proposal dated _____, with all related Documents, Addenda if any are attached, any other documents listed in the Agreement Documents, and written modifications issued after execution of its Agreement, if any.

3. DESCRIPTION OF WORK. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum standards of quality for its contract which set the terms and conditions under which CONTRACTOR will to furnish certain licensed software and provide certain services for recruitment and applicable tracking service (ATS) as described herein. They do not purport to cover any details entering into the design, set-up, inner-workings and operation of software system as well as any other applications to integrate Third Party products. The intent of the Agreement Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools and transportation necessary for the proper execution of the service, to require complete performance in spite of omission of specific reference to any minor component and to include all items necessary for the proper execution and completion of the service by the CONTRACTOR. Service shall be required only to the extent consistent with the Agreement Documents and reasonably inferable from them as being necessary to produce the intended result included but not limited to:

- People Search& Auto-Suggest
- GDPR Feature Pack
- Single sign-on (SSO)
- EEO reporting
- Advanced access rights
- LinkedIn Recruiter integration
- External Recruiter portal
- Customizable hiring pipelines
- Customizable candidate profiles
- Schedule Assist
- Offer letter approval workflows
- Advanced reporting suite
- API access & data export

4. COMPENSATION. The City during the initial term, the City agrees to pay to the Contractor based on the unit prices shown in the proposal heretofore submitted to the City by the Contractor for its defined functions pertaining to its service including but not limited parts, labor, overhead, operating margin, and profit, and all direct and indirect expenses not to exceed the proposed total cost of \$_____.

A. Cost shall remain firm for a period of 12 months during any contract year. Unit price adjustments for Contract renewals shall be based on the change of the Consumer Price Index All Urban Consumers – Southern Region for the preceding twelve (12) month period.

B. In accordance with the provisions fully set forth in the "General Conditions" of the Specifications, and subject to additions and deductions as provided, the City shall pay the Contractor as follows:

- 1) Pursuant to the Prompt Payment Act (Section 218.70 of the Florida Statutes) and all general conditions hereof, payments to the contractor shall be made after satisfactory invoice receipt, by the City's Purchasing & Contracting Administrator, of a proper pay application request.
- 2) The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

Appeals. Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P. O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of this contract.

5. CLAIMS. Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim.

6. ENTIRE AND SOLE AGREEMENT. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, statements, promises, and understandings not specifically set forth in the Agreement Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or

written agreements, representations, statements, promises or understandings not specifically set forth in the Agreement Documents.

7. AMENDMENTS. The parties may modify its Agreement at any time by written agreement. Neither the Agreement Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

8. ENGAGEMENT OF CONTRACTOR. The City hereby engages the Contractor and the Contractor hereby agrees to provide online web-portal based recruitment and applicant tracking system (ATS) to improve current hiring process within the Human Resources operation in accordance with the Agreement Documents. The Contractor is hereby required to provide annual support services consisting of system upgrades, maintenance, and technical support for as long as the City operates such new product system.

9. ACCESS. Upon the Effective Date, subject to the terms of the Contract Document and CITY's ongoing compliance therewith, CONTRACTOR hereby grants to CITY access to use the CONTRACTOR'S software products for CITY'S internal organizational purposes, and otherwise in accordance with its Contract Document. "Contractor's Product(s) Service" means, the: (i) CONTRACTOR software products set forth in proposal submittal, **Exhibit 2**; (ii) related interfaces and customizations; (iii) CONTRACTOR manuals, CONTRACTOR official specifications, and CONTRACTOR user guides provided in or with CONTRACTOR Products Service set forth in **Exhibit 2** ("Documentation"); and (iv) all modifications to the CONTRACTOR software products set forth in **Exhibit 2**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, documentation does not include advertising, other general statements about products, or statements by sales or other staff members.

A. CITY will not modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer software products or any portion thereof without prior written consent of the Contractor. Without limiting the foregoing, the CONTRACTOR Products Service may not be modified by anyone other than Contractor. If CITY modifies the CONTRACTOR Products Service without Contractor's prior written consent, any Contractor obligation to provide service access on, and the support for, the CONTRACTOR Products Service will be void. All rights not expressly granted are reserved.

10. INTELLECTUAL PROPERTY RIGHTS. All copyrights, patents, database right, etc. registered and unregistered for any of the software installed shall be extended to and utilized by the City for all intellectual and industrial property rights in all parts of the world.

11. CUSTOMER SUPPORT SERVICE (CSS). All Customer Support Service (CSS) in accordance with Contract Document and service agreements shall be provided from 8:30am to 6:00pm, Monday – Friday and include a fluent “English” speaking representative and/or technician. A “toll-free” help- line shall be provided through Contractor to diagnose and correct any inherent material and/or applicable defects in the software.

12. WARRANTY. City’s use of the licensed program service is at City’s sole risk; the licensed program service and associated documentation may contain defects, fail to comply with applicable specifications, and produce unintended or erroneous results when operated in combination with other vendor products.

A. City shall be responsible for any use of the licensed software program in City’s operations. City shall be responsible for verifying any output resulting from use of the licensed program if City intends to use or rely on such output for organizational purposes. City shall follow proper backup procedures for any other programs and all data to protect against loss or error resulting from use of any or all of the licensed program.

B. Limited Software Warranty: Contractor warrants and represents for a period of one (1) year from access to Contractor’s Product Service that: (i) such Contractor’s software product will perform substantially in the same manner as official demonstration versions and in accordance with Contractor’s authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to its Agreement; and (ii) the Contractor’s software product shall conform to the Documentation and be free of material defects in workmanship and materials. Any claim under its Limited Software Warranty must be made within one (1) year from access to the applicable Contractor’s software product.

C. City’s exclusive remedy in the event of a breach of its warranty shall be to have Contractor use reasonable efforts to repair or replace the non-conforming Contractor’s product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the Contractor’s service.

13. DISCREPANCIES. Any discrepancies found between the Contract Documents, or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such

error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after its discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, prevent and/or deny access to occupy and provide service by the Contractor, shall be negotiated between the parties and must be issued as a written adjustment within five (5) business day after any such occurrence or no additional adjustment shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily occur and prevent or deny required access to fully complete such work as is specified herein. The Contractor will not be allowed to take advantage of any errors or omissions in Exhibit 1, RFP#19-P-25. The City will provide full information when errors or omissions are discovered.

14. CONTRACTOR RESPONSIBILITY. Unless otherwise provided in the Contract Documents, Contractor shall furnish all advertisement, labor, materials, equipment, training, and other services necessary for the proper execution and operation, as otherwise stated in the Contract Document, Contractor shall pay all sales, use and other similar taxes.

- A. Contractor to assign and maintain assigned knowledgeable personnel for duration of service term.
- B. Take necessary security measures to protect City's confidential information providing measures that shall be reasonable for such purpose to prevent breach.
- C. Contractor shall immediately report all damage, breach, and incidents to the City. Any damages caused to the City's network by the Contractor or as result of the Contractor's activities and/or program service shall be repaired at the Contractor's expense.
- D. Promptly investigate and attempt to resolve, through commercially reasonable efforts, any problem or error reports concerning the licensed program system.
- E. Provide any corrections and/or enhancements to the licensed program system to keep working in satisfactory standards.
- F. Provide a single point of contact to City or designated representative to discuss problems, error reports, and recommended modifications or additions and acceptance of program system.

15. CITY RESPONSIBILITY. City is responsible for the management, internal control, and proper use to access program system, including acquiring adequate computer hardware, ensuring proper machine configuration, and program installation, and assigning suitable employees to the project.

- A. Respond to all inquiries from Contractor pertaining to the performance of the program in a timely fashion.
- B. Use the licensed program only as authorized herein, and instruct City employees having access to the licensed program to act in conformity with City's obligation under its agreement.
- C. The City will be responsible for maintaining its network in satisfactory operational conditions at all times.

16. SUBCONTRACTS AND ASSIGNABILITY. The Contractor shall not assign any interest in its Agreement and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work, which is performed, by persons or firms other than the Contractor under its Agreement or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Contractors required by the Contractor in connection with services covered by its Agreement must be specifically approved by the City.

17. INDEMNIFICATION. CONTRACTOR covenants and agrees that it will indemnify and hold harmless City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under its section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

To the extent permitted by law, and to the extent provided for under its agreement, for claims related to bodily injury, death, and damage to real property, tangible personal property, Contractor shall indemnify and hold harmless City from and against all direct damages and costs of any kind including but not limited to reasonable attorney fees arising out of or resulting from any negligent acts, or negligent omissions, of Contractor, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the City is legally liable for such damages and costs. In no event, however, will Contractor be liable for any consequential damages, including lost profits, savings, or procurement costs, even if Contractor has been advised of their possibility.

Neither the approval of the CITY nor a failure to disapprove insurance furnished by the

CONTRACTOR or Subcontractor shall release the CONTRACTOR or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein. The insurance requirements stipulated herein shall also be in effect and apply during any time period that the CITY may suspend the Work.

A. Professional Liability

- 1) Minimum limits are \$1,000,000 per occurrence.
- 2) Technology Errors & Omission. Minimum limits required are \$1,000,000.

B. Data Breach and Cyber Liability

- 1) Policy will be in name of City. Minimum limits required are \$1,000,000.

Coverage Provisions

- i. All deductibles or self-insured retention shall appear on the certificate(s).
- ii. The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. Its provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- iii. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
- iv. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- v. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
- vi. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self- insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- vii. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
- viii. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees, or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- ix. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- x. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Management Officer.
- xi. Contractor agrees to the extent it engages any sub-contractor to perform work for service, it shall require all sub-contractors to maintain the same insurance as outlined in A-H above and provide certificates of insurance for each sub-consultant as provided in item #14: Insurance paragraph above.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

18. Hold Harmless Clause:

The Contractor shall, during the term of the contract indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

19. TERMINATION FOR CONVIENCE. Notwithstanding any other provision of this Contract, the City, may terminate this Contract or any service issued under it, in whole or in part, at any time, with or without cause, upon sixty (60) days written notice to the Contractor. Upon receiving notice of termination, the Contractor shall discontinue the service on the date and to the extent specified in the notice and shall place no further orders for advertisement, materials, equipment, or services except as needed to continue any portion of the service that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated service.

A. In the event of such termination, the CONTRACTOR shall be compensated for acceptable services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned to the Vendor. Any such materials and any services rendered by the CONTRACTOR shall become the property of the City.

20. INTERESTS OF CITY OFFICIALS. No officers, members, or employees of the City and no members of its governing body, and other public officials of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of its project, shall participate in any decision relating to its Agreement which affects its personal interest, or have any personnel or pecuniary interest, direct or indirect, in its Agreement or the proceeds thereof.

21. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee 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.

If any funds other than federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

22. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor shall not undertake any professional work that conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where the Contractor can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

23. COMPLIANCE WITH LAW. The CONTRACTOR expressly agrees to comply with all laws and regulations relating to providing services under its Agreement. The failure of the CONTRACTOR to adhere to any law or regulation pertaining to furnishing services under its Agreement shall constitute a material breach of its Agreement.

24. WAIVER. The waiver by the City of any of the CONTRACTOR's obligations or duties under its Agreement shall not constitute a waiver of any other obligation or duty of the CONTRACTOR under its Agreement.

25. INDEPENDENT CONTRACTOR. CONTRACTOR is an independent contractor. Neither CONTRACTOR nor CONTRACTOR's employees are employees of the City. CONTRACTOR shall have the right to control and direct the means and methods by which the services and work are accomplished. CONTRACTOR may perform services for others, which solely utilize CONTRACTOR's facilities and do not violate any confidentiality requirements of its Agreement. CONTRACTOR is solely responsible for compliance with all labor and tax laws pertaining to CONTRACTOR, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. CONTRACTOR's duties with respect to CONTRACTOR, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers'

Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the services or work, its shall not affect any of CONTRACTOR's duties hereunder or alter CONTRACTOR's status as an independent contractor.

26. ASSIGNABILITY AND SUBCONSULTANTS. It is specifically agreed that the CONTRACTOR herewith binds himself, its partners, successors, and legal representatives to the CITY as respects to the covenants of its Agreement; and it is further agreed that the CONTRACTOR shall not assign, sublet, or transfer its interest in its Agreement without the written consent of the CITY.

Any sub-contracts or other services or work, which is performed by persons or firms other than the CONTRACTOR under its Agreement, shall have prior written approval of the CITY. Any subcontracts, outside associates, or Contractors required by the CONTRACTOR in connection with services covered by its Agreement must be specifically approved by the City.

27. GOVERNING LAW. Its Agreement shall be governed by the laws of the State of Florida and venue for any action pursuant to the Agreement Documents shall be in Brevard County, Florida. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

28. ATTORNEY'S FEES. In the event of any legal or administrative proceedings arising from or related to its Agreement, including appeals, each party shall bear its own costs and attorney's fees.

29. VENUE. In the event of any legal proceedings arising from or related to its Agreement, venue for such proceedings shall be in Brevard County, Florida.

30. PROHIBITIONS AGAINST CONTINGENCY FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working

solely for the CONTRACTOR, to solicit or secure its Agreement, and that it has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of its Agreement.

31. EQUAL OPPORTUNITY EMPLOYER. The CITY is an Equal Opportunity Employer (EOE) and such encourages all contractors to voluntarily comply with EOE regulations with respect to race, color, religion, national origin, sex, age, marital status, and handicap or veteran status. Any subcontracts the CONTRACTOR may enter into shall make reference to its clause and shall encourage the same degree of application. When applicable, the CONTRACTOR shall comply with all State or Federal EOE regulations.

32. PUBLIC ENTITY CRIME. The CONTRACTOR shall file a sworn statement with the City stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

33. DRUG-FREE WORKPLACE. The contract documents also consist of the "Drug-Free Workplace Form" which is in accordance with Florida Statute 287.087 and must be signed.

34. NON-APPROPRIATIONS. The CITY represents that it is a political subdivision of the State of Florida with the authority to engage the professional services described herein and to accept the obligation for payment for the services as described hereunder. Said obligation shall be subject to the annual appropriation of funds by the CITY, and written notice to proceed from the Purchasing & Contracting Administrator.

35. PUBLIC RECORDS. Records of the CONTRACTOR that are made or received in the course of performance of the CONTRACTOR's obligations under its Contract may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event the CONTRACTOR receives a request for any such records, the CONTRACTOR shall notify the City and comply with Chapter 119, Fla. Stat. The CONTRACTOR shall not prepare any news or press release in any way related to its Contract, without the City's written consent. CONTRACTOR hereby agrees to comply with the following:

(a). As provided in Section 119.0701, Florida Statutes, the CONTRACTOR is required to, and by executing its Contract, the CONTRACTOR agrees to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the City

in order to perform the service.

(2) Upon request from the City's custodian of public records, provide the City 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 119.07, Florida Statutes or as otherwise provided by law.

(3) 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 the completion of the contract if the CONTRACTOR does not transfer the records to the City.

(4) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

(b). The term "public record" as used in its provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

(c). THE CONTRACTOR AGREES THAT NO PUBLIC RECORD DEEMED CONFIDENTIAL UNDER FLORIDA OR FEDERAL LAW WILL BE RELEASED BY THE CONTRACTOR TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS. NO PUBLIC RECORDS DEEMED EXEMPT FROM THE PUBLIC RECORDS LAW, CHAPTER 119, FLORIDA STATUTES, WILL BE RELEASED OR PROVIDED TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS, EXCEPT WITH THE WRITTEN APPROVAL OF THE CITY ATTORNEY OR ITS DESIGNEE.

The CONTRACTOR agrees that it will not withhold any public record from the City for any reason including a claim that the public record is exempt, confidential, proprietary, or a trade secret.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ITS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed its Agreement upon the terms and conditions above stated.

CONTRACTOR:

OWNER:

City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By _____

By _____

Name: _____

Walt Johnson, Mayor

Title: _____

Date _____

Date _____

ATTEST

Wanda Wells, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Richard Broome, City Attorney

William S. Larese, City Manager

Date _____

Date _____

Staff Review & Preparation:

Jesus M. Vieiro, Purchasing & Contracts Administrator

Date _____

Jon Sellers, IT Director

Date _____

Documents attached:

Exhibit 1 – City’s Request for Qualifications, RFQ#19-P-25

Exhibit 2 - Contractor’s Submittal (for RFQ No. 19-P-25)