

**BROWARD COUNTY AND GOVERNMENTJOBS.COM, INC.
AGREEMENT FOR SOFTWARE AS A SERVICE**

This Agreement for Software as a Service (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and GovernmentJobs.com, Inc., d/b/a NeoGov, a California corporation ("Provider" or "NeoGov").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Board. The Board of County Commissioners of Broward County, Florida.
- 1.2 Business hours or business day. 7 a.m. to 7 p.m. Eastern time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 1.3 Contract Administrator. The ERP Project Administrator or such person's successor as designated by County in writing.
- 1.4 Designated Equipment. The hardware products or configuration that meet or exceed the minimum specifications for use of the System.
- 1.5 Documentation. All manuals, user documentation, specifications and other related materials pertaining to the Licensed Technology or System that Provider customarily furnishes to purchasers of the services covered by this Agreement.
- 1.6 Licensed Technology. Any proprietary or third-party software or other intellectual property rights, including the Documentation, provided to allow County to access and utilize the System in conformance with the Statement of Work or to make the System available to County and third party users over the Internet as a service.
- 1.7 Services. All services required of Provider under this Agreement, including as set forth in Exhibit A, to ensure the System is available to County and third party users over the Internet consistent with the terms of this Agreement. Except as may be limited by Exhibit A, these services include: hosting; making the System available to County and third party users over the Internet as a service; programming or modification/configuration of the System to meet County's ongoing needs; integration, customization, enhancements, or modifications to the System; development or consulting activities; and training or project management.
- 1.8 Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.
- 1.9 Software as a Service (SaaS) or System. The turnkey system provided by Provider pursuant to this Agreement as part of its Application Service Provider ("ASP") Services hereunder, including as set forth in Exhibit A, and any Licensed Technology that Provider will make accessible to County and third party users as part of its Services under this Agreement.

- 1.10 **Support and Maintenance Services.** The support and maintenance services required to achieve and maintain optimal performance of the Licensed Technology and System, including as further described in Exhibit C.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Support and Maintenance Services
Exhibit D	Service Level Agreement
Exhibit E	Insurance Coverages
Exhibit F	Work Authorization
Exhibit G	Specifications

If there is a conflict or inconsistency between any provision contained in Articles 1 - 13 and any provision contained in any of the Exhibits, the provision of Articles 1 - 13 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES & LICENSE

3.1 **Scope of Services.** Provider shall perform all work specified in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 **Licensed Technology.** Provider grants to County a royalty-free, non-exclusive, license for the term of this Agreement, with no geographical limitations, for an unlimited number of users, to the System including to any embedded third party software within the System or required to operate or allow County or third party users to access the Licensed Technology or use the System, for use solely for County governmental and business purposes including on- and off-site access and use of the System by authorized third party users, including but not limited to any persons or entities with which County may contract to operate the System, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers.

3.2.1 **Authorized Users and Additional Licenses.** Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, or suppliers of services shall have the right to concurrently operate and use the System for any County governmental or business purpose. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses may be required, County's Purchasing Director is

authorized to execute a Work Authorization (Exhibit F hereto) to purchase additional licenses for the fee specified in Exhibit B.

3.2.2 Hosting Rights. The rights granted to County under this Agreement include the right for County to provide access to individuals or entities (including, without limitation, CedarCrestone, Inc., Sierra Systems, Inc. or their affiliates, County, or any other third-party agency or implementer engaged by County) to access, use, and interface with the applicable Licensed Technology under the terms of this Agreement.

3.2.3 Prohibited Uses. Except as otherwise provided for in this Agreement or required under Florida law, County shall not reproduce, publish, or license the System to others. County shall not modify, reverse engineer, disassemble, or decompile the System or any portion thereof.

3.3 SaaS Services. Provider shall provide County with the Services set forth in this Agreement in accordance with the Scope of Work set forth in Exhibit A and the Service Level Agreement set forth in Exhibit D. All Support and Maintenance Services for the System are set forth on the Payment Schedule (Exhibit B), and will be provided at no additional cost to County except as may otherwise be expressly stated in Exhibit B.

3.3.1 Updates, Upgrades and Releases. For the full term of this Agreement, Provider shall promptly provide to County, with advance notice and at no additional cost, any and all updates (including error corrections, bug fixes, and patches), upgrades, or new releases to the System including all that Provider has made available to other licensees of all or part of the System. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement.

3.3.2 Compatibility. For the full term of this Agreement, Provider will ensure the continued compatibility of the Licensed Technology and System with all major releases, updates, or upgrades of any third party software used by County for access or operation of the System, including without limitation all software or software as a service provided by Biddle Consulting Group, Inc. ("Biddle") identified in Exhibit A ("Biddle Products"). In the event Provider is not be able to support any third party software update, upgrade or new release that changes major functionality and is not backwards compatible with the System, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the System in accordance with this Agreement due to any applicable third party software release, update or upgrade, County shall be entitled to terminate the Agreement upon written notice with no further obligation to Provider.

3.3.3 System Enhancements or Modifications. If requested by County, Provider may incorporate certain features and enhancements into the System or Licensed Technology. Any such request may be formalized into a Statement of Work that shall define in detail the services

to be performed, the financial terms, and the proposed project staffing and schedule. Any Statement of Work shall be incorporated into a Work Authorization, to the extent permitted by section 3.5 below, or otherwise into a proposed amendment to this Agreement.

3.4 Other Equipment. County may access and operate the System from the Designated Equipment.

3.5 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County, through its Purchasing Director or the Contract Administrator, may select the type, amount, and timing of such goods or services pursuant to a Work Authorization executed by the Provider and the Purchasing Director or Contract Administrator, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this Section shall be executed on behalf of the County as follows: the Contract Administrator may execute any Work Authorization for which the total cost to County is less than \$30,000.00; the Purchasing Director may to execute any Work Authorization for which the total cost to the County is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The term of the Agreement shall be for a period of five (5) years from the date of Final Acceptance (the "Initial Term").

4.2 Extensions. County shall have the option to renew this Agreement for three additional five (5) year terms by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

4.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 Timetable. If Provider fails to achieve Final Acceptance within four (4) months from the Effective Date, County shall have the option to terminate the Agreement by written notice from

its Contract Administrator, in which event all sums paid by County under this Agreement, if any, shall be reimbursed to County by Provider within 15 days. For purposes of this paragraph, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.5 Time is of the essence for all performance required under this Agreement.

ARTICLE 5. COMPENSATION

5.1 For the Initial Term, County will pay Provider up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Set-Up Fee, Services, and Support and Maintenance	Initial five (5) year Term	\$442,900
Optional Renewal Terms	Three (3) optional five (5) year terms (Total 15 years)	\$1,177,500
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$50,000
TOTAL NOT TO EXCEED		\$1,670,400

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 METHOD OF BILLING AND PAYMENT

5.2.1. **Invoices.** Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. An original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed.

5.2.2 County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of

this Agreement. The parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.3 Payment shall be made to Provider at: 222 North Sepulveda Blvd., Suite 2000, El Segundo, California 90245.

5.4 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.5 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option terms. However, Provider may offer incentive or volume discounts to County at any time.

ARTICLE 6. DELIVERY, TESTING AND ACCEPTANCE

6.1 System. Unless otherwise stated in Exhibit A, Provider shall make the System available to County in accordance with this Agreement within seven (7) days after the Effective Date. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

6.2 Documentation. Provider shall provide access to copies of the standard Documentation to County within seven (7) days of the Effective Date, and thereafter shall promptly provide any updated Documentation as becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is of sufficient quality and completion to enable a competent user to operate the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

6.3 Final Acceptance Testing. There shall be a testing period during which County, with the assistance of its Enterprise Technology Services ("ETS") to the extent applicable under Broward County Administrative Code Section 22.148, shall determine whether the System: (i) properly functions on the Designated Equipment and with any applicable operating software; (ii) provides the capabilities as stated in this Agreement and in the Documentation; and (iii) to the extent stated, meets the Acceptance Criteria set forth in Exhibit A (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the criteria for "Final Acceptance"). In the event of a conflict between the Acceptance Criteria and the Documentation, the Acceptance Criteria shall prevail.

6.3.1 The testing period shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to ninety (90) days.

6.3.2 During the testing period, County may notify Provider in writing of any error or defect in the System so that Provider may make any needed modifications or repairs. If Provider so elects in writing, testing will cease until Provider resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

6.3.3 County shall notify Provider in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Provider modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this section 6.3.

6.3.4 In the event Provider fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the Agreement. If County elects to reject the System and terminate the Agreement, all sums paid by County under this Agreement shall be reimbursed to County by Provider within 15 days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the parties. If the parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement on the terms stated above in this paragraph.

ARTICLE 7. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

7.1 County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Provider hereunder, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants and suppliers may use only in connection with the performance of Services under this Agreement. All rights, title and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Provider and its subconsultants specifically for County (collectively, "Developed Works") shall be and remain the property of County. Accordingly, neither Provider nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of Provider, or any employee, agent, subconsultants

or supplier thereof, without the prior written consent of County, except as required for Provider's performance hereunder.

7.2 Ownership. Except for custom work products, if any, County acknowledges that all copies of the Licensed Technology (in any form) provided by Provider are the sole property of Provider. County shall not have any right, title, or interest to any such Licensed Technology or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Licensed Technology consistent with maintenance of Provider's proprietary rights therein.

ARTICLE 8. CONFIDENTIAL INFORMATION

8.1 As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

8.2 Provider Confidential Information. Provider represents that the Licensed Technology contains proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Licensed Technology as confidential in accordance with this Article.

8.3 County Confidential Information.

8.3.1 All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods that Provider obtains from County in connection with the Services performed under this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute County Confidential Information.

8.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, and banking and financial information and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

8.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

8.3.4 To the full extent demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed at the time of demand by Provider or its employees, agents, subconsultants or suppliers.

8.4 Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

8.5 Injunctive Relief. The parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this Article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

8.6 Survival. The obligations under this Article 8 shall survive the termination of this Agreement or of any license granted under this Agreement for so long as County data or Confidential Information is retained by Provider.

ARTICLE 9. WARRANTIES

9.1 Ownership. Provider represents and warrants that it is the owner of all right, title, and interest in and to the System, that it has the right to grant to County the rights and the licenses granted under this Agreement, and that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

9.2 Limited Warranty. For the full term of this Agreement, Provider represents and warrants to County that the System, when used with the Designated Equipment, will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). In addition, for the full term of this Agreement after Final Acceptance, Provider represents and warrants to County that the System will meet the Specifications, including providing the stated functionality, attached hereto as Exhibit G. This warranty does not cover any failure of the System resulting from (a) use of the System in other than the manner for which it was intended; (b) any modification of the System by County that is not authorized by Provider; or (c) County providing improperly formatted data to be processed through the System.

9.3 Warranty Regarding Viruses. Provider further represents, warrants, and agrees that the System is free from currently-known viruses or malicious software (at the time the System and any subsequent version thereof is provided to County), and that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the System from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

9.4 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the System infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim. Provider also agrees, represents and warrants that its Licensed Technology and Services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party.

9.5 Remedy. In the event of written notice from County of a breach of any representation or warranty stated in this Article 9, Provider will, at no charge to County, promptly correct the breach by either (a) correcting or updating the System or (b) providing to County other measures that correct the breach. In addition, upon notice from County of any error or defect in the System, Provider will immediately provide to County any known methods of operating the System in a manner that eliminates the practical adverse effects of the error or defect. If Provider is unable to correct a material breach of this Article within a reasonable period of time not to exceed fifteen (15) business days, County shall be entitled to cancel the Agreement and receive a full refund of all amounts paid to Provider. In the event of any replacement of any portion of the System, that replacement portion will be warranted as provided above. The remedies in this Section 9.5 are in addition to any other rights and remedies County may have under this Agreement or applicable law.

ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Indemnification. Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, employees and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification

obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

10.2 Limitation of Liability. Neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; (b) twice the maximum compensation amount specified in section 5.1 above; or (c) the amount of insurance Provider is required to provide under Article 11 below for the applicable event. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Provider's actual or alleged disclosure of County Confidential Information, (ii) any Claim resulting from an actual or alleged infringement of any interest in any Licensed Technology or System, or (iii) any indemnification obligation under this Agreement.

10.3 Infringement Remedy. If any Software or portion of the System is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at County's option, either: (i) procure for County the right to continue using the Software or System; (ii) modify or replace the Software or System to make it non-infringing; or (iii) refund to County all fees paid under this Agreement. Provider shall have no liability regarding any infringement claim caused by any County modification of the System not specifically authorized in writing by Provider.

ARTICLE 11. INSURANCE

11.1 Provider shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit E in accordance with the terms and conditions stated in this Article.

11.2 Such policies shall be issued by companies authorized and licensed to transact business in Provider's home state and rated at least "A-" by A.M. Best, unless otherwise approved in writing by County. If any deductible amounts are permitted in Exhibit E, Provider shall be responsible for the payment of all such deductible amounts.

11.3 Provider agrees to list County as an additional insured on a primary and non-contributory basis under Provider's commercial liability insurance policy and any excess liability insurance policy. The listed certificate holder on these policies shall be "Broward County."

11.4 Coverage shall be provided on forms no more restrictive than the latest edition of the applicable forms filed by the Insurance Services Office.

11.5 Provider shall notify County in writing within thirty (30) days after Provider learns of any claim against Provider's professional liability insurance policy in which total damages plus defense costs incurred to date exceed \$250,000.

11.6 Within fifteen (15) days of execution of this Agreement, Provider shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declarations pages, or insurance policies. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this Agreement without any liability to Provider.

11.7 All insurance policies required under this Article must expressly provide County with at least thirty (30) days' prior written notice of expiration, cancellation, or restriction of coverage. Provider shall provide certified copies of any policy to County upon County's request.

11.8 If Provider subcontracts any work under this Agreement, Provider shall ensure that each subcontractor names County as an additional insured under the subcontractor's general liability insurance policy and any excess liability insurance policy.

ARTICLE 12. TERMINATION

12.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

12.2 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

12.3 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

12.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

12.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

12.6 In the event this Agreement is terminated for convenience, Provider shall be paid for any services properly performed through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience. Upon termination of this Agreement, Provider shall provide "read only" access to the System including all testing data for a period of no less than thirty (30) days, to allow County to download and compile test data and any other necessary County data.

ARTICLE 13. MISCELLANEOUS

13.1 Rights In Documents And Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

13.2 Audit Right And Retention Of Records. Provider shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this Section 13.2.

13.2.1 County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Provider and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida

Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

13.2.2 To the extent Provider is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be kept and maintained by County were County performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this Section 13.2.2 shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

13.3 Truth-In-Negotiation Representation. If Provider's compensation under this Agreement is based on wage rates or other unit costs supplied to County by Provider, Provider represents that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

13.4 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

13.5 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.

13.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Enterprise Resource Planning
Attn: Contract Administrator
115 S. Andrews Ave., Suite 406
Ft. Lauderdale, Florida 33301
Email address: mgrimm@broward.org with copy to jbruno@broward.org

NOTICE TO PROVIDER:

NeoGov
Attn: Scott Letourneau
222 North Sepulveda Blvd., Suite 2000
El Segundo, California 90245
Email address: scott@neogov.com

13.8 Assignment And Performance. Except for subcontracting approved by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement. Provider represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Provider agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

13.9 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony

or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

13.10 Waiver Of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

13.11 Compliance With Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

13.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.13 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.

13.14 Headings And Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

13.15 Governing Law, Venue And Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

13.16 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

13.17 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

13.18 HIPAA Compliance. It is understood by the parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Provider shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form approved by County. Where required, Provider shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

13.19 Payable Interest

13.19.1. Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

13.19.2. Rate of Interest. If, for whatever reason, Section 13.19.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

13.20 Incorporation By Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

13.21 Representation Of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

13.22 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

13.23 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

13.24 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

13.25 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

13.26 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

13.27 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

13.28 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2014, and PROVIDER, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 20__

Insurance requirements approved by
Broward County
Risk Management Division:

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Jacqueline A. Binns (dt)
Name: 5/5/14

Title: _____

Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By: [Signature] 5/5/14
René D. Harrod (Date)
Assistant County Attorney

By: [Signature] 5/5/14
Andrew J. Meyers (Date)
Chief Appellate Counsel

RDH
04/29/2014
2014-04-29 NeoGov SaaS Agreement

PROVIDER

WITNESSES:

GovernmentJobs.com, Inc., d/b/a NeoGov

Matt Aronson
Signature

Matt Aronson
Print Name of Witness above

Jeremy Salazar
Signature

Jeremy Salazar
Print Name of Witness above

By: Damir Davidovic
Authorized Signor

Damir Davidovic
Print Name and Title

1st day of May, 2014

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL)



Exhibit A – Statement of Work

SCOPE OF WORK

1. The project will consist of the following components and estimated timeframes (which time schedule may be adjusted by written agreement of the parties):
 - NeoGov will conduct a project kick off meeting to review the project timeline and to establish project expectations. (Estimated 1 hour. Note: All estimations are based on a standard Insight implementation. NEOGOV cannot control customer schedule and/or experience levels.)
 - NeoGov will work with designated County HR staff to gain an understanding of the County's existing recruitment, selection, and applicant tracking business processes and workflows. (1 hour per week)
 - Throughout the life of this agreement, NEOGOV will establish and maintain a County-specific demo/training environment to facilitate on-going training capabilities for County employees required to operate within the NeoGov system.
 - NEOGOV will provide access to the proposed user training. The County will identify 1-2 employees to function as Insight Administrators for the County. (Note: additional onsite training, if requested, is typically conducted over 2 days. Onsite training (if any), these would need to be scheduled with NEOGOV and confirmed through a Work Authorization.)
 - County staff will lead weekly user sessions, operating in the demo/training environment, to train County "core users" (as defined by the County) in the operation of NeoGov/Insight. (Estimated 6 weeks)
 - The "core user" community will train remaining County system users to perform their tasks in the Insight environment. (Estimated 1 day)
 - Between the training period and go-live, NEOGOV will complete the following activities:
 - Configure printable job bulletin
 - Integrate County's new production job opportunities, promotional opportunities, and job classification specifications web pages into County's existing websites
 - Establish the County's Insight Enterprise production environment
 - On the go-live date, County ETS will need to change the IP addresses for the following three County website links (NEGOV will provide the new link addresses):
 - Job openings
 - Class Specifications
 - Promotional job openings
 - Following production rollout, NEOGOV and the County will conduct two post go-live conference calls to ensure that the rollout was completed successfully and that any production questions are addressed promptly and fully.

2. SERVICE OVERVIEW

A. System Design

Insight Enterprise is web-based; there is no need for purchase and/or maintenance of additional hardware, software, or bandwidth; upgrades are included and occur in real time, ensuring that the County always has the most up-to-date functionality.

Insight Enterprise is designed to address five major areas of Human Resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. Insight Enterprise enables the County to post job classification specifications online, post job announcements on the County website, accept online job applications, conduct applicant tracking including EEO and other statistical analyses, create email/hardcopy applicant notices, conduct and report on complete item analysis, create/route/and approve requisitions online, and certify eligibility lists electronically.

B. Implementation and Integration / Installation

There will be two implementations of Insight Enterprise.

In the first implementation, Insight Enterprise will be rolled out as a standalone system to support the County's current recruiting and applicant tracking processes. Integration with the Biddle testing application modules will be included.

In the second implementation, Insight Enterprise will be integrated with CedarCrestone's PeopleSoft HCM Rollout.

Both implementations will be led by NEOGOV. The implementations consist of all activities outlined above in Section 1, "Scope of Work." The County can export data to and/or from Insight Enterprise using NEOGOV integration services to integrate with other systems through interfaces or by file transfer as described in the "Integration" section below.

NEOGOV will assign an implementation consultant who will answer questions, provide feedback on best practices, and will provide assistance throughout the implementation periods. Unlimited assistance will cover all pertinent areas (e.g., implementation, integration, training, etc.).

C. Training

NEOGOV Insight Enterprise training is available online (web-based, pre-built, content). County will have full access to the demo/training environment setup for County. Additionally, County has full access to NEOGOV's Customer Support Help Desk to help new users fully utilize Insight Enterprise.

NEOGOV's pre-built, online training will consist of a series of web courses including an overview of Insight Enterprise. The training includes a series of hands-on exercise designed to introduce the most common features and functions in an organized fashion which will be available for use as reference material by the staff following training to conduct their day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow County training sessions to introduce County-specific requirements and processes for staff to learn the system as closely as possible to the County's actual recruitment processes after go-live.

D. Maintenance

All system maintenance to licensed features is covered in the license price. Since Insight is a hosted solution and is fully web-based, new features and functions are released and available upon next login by the user. System software and hardware maintenance is completed by NEOGOV.

3. **INTEGRATION**

Insight Enterprise is primarily implemented off site and consists of all activities outlined above. The County can export data from Insight to integrate with other systems, as outlined below.

As part of each integration, NEOGOV shall conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.

- Develop New Hire Export Interface
- Develop Position Control Import Interface
- Provide Integration Worksheets and/or guides

NEOGOV is able to process client files every hour, 24 hours a day, 7 days a week. NEOGOV's processes run once each hour; the process checks for files 15-minutes before every hour. It is recommended to place the file on the server at 30-minutes past any hour that the file is to be processed in. Doing this ensures transfer of the file is completed well in advance of the NEOGOV process running.

Each integration point defined will have an associated one time data load into NEOGOV. This data load will contain all active records for each respective integration file. Format of files for upload to Insight Enterprise shall be Comma "," or Pipe "|" delimited text files. Naming conventions for files will be as follows:

Text Files: *clientName_feedType.txt* for PGP encrypted files: *clientName_feedType.txt.pgp*
CSV Files: *clientName_feedType.csv* for PGP encrypted files: *clientName_feedType.csv.pgp*

Files will be housed on an sFTP server hosted by NEOGOV. These files will be created by the County and exported by the County to the sFTP server. All files will be encrypted with PGP. PGP Public keys will be provided upon project kick-off.

Insight Enterprise shall integrate seamlessly with the following Biddle Products for the duration of this Agreement (inclusive of any updates, upgrades, or new releases of the Biddle Products):

- OPAC Testing Software including ExamIn Module (software version and, if implemented by Biddle, Software as a Service)
- CritiCall (optional Biddle software version and, if implemented by Biddle, Software as a Service)

4. **LICENSING**

County Insight Enterprise license includes the following items:

- Unlimited Insight Enterprise access to all system functionality and enhancements to the items listed in the capabilities section of this document
- Unlimited number of Insight Enterprise users (HR and departments)
- Unlimited customer support
- NEOGOV customer support help desk (9:00 AM – 9:00 PM ET)
- Online customer support 24 x 7
- Unlimited, automatic, and free postings to established job pages
- Free attendance to all on line user trainings
- Free participation in Insight Enterprise customer conference calls

5. MEETINGS

Implementation is conducted remotely and will consist of weekly phone implementation meetings throughout the implementation. The County and NEOGOV will also have two scheduled meetings following go-live to ensure a successful rollout and address any new questions/issues.

6. CUSTOMER SERVICE

NEOGOV offers unlimited customer support and support is provided via the NEOGOV customer support help desk from 9:00 AM – 9:00 PM M - F Eastern Time and online 24 hours 7 days per week. Customer support is also provided throughout the entire implementation. Additionally, bi-weekly conference call attendance and quarterly on-line Insight Enterprise training attendance is included in the Enterprise license.

7. MAINTENANCE & SUPPORT

NEOGOV maintains the entire hardware/software infrastructure and is responsible for maintaining server operation, software delivery, and security. Available customer support is addressed in Section 6 – Customer Service (above) and in the Service Level Agreement.

8. SOFTWARE MODULES OVERVIEW

A. NEOGOV shall implement the Insight Enterprise modules that include the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Attract “passive” applicants with automatic job interest cards

- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Item bank and item analysis
- Test processing Test analysis and passpoint setting
- Score, rank, and refer applicants
- View details of applicant test results (i.e. each item and/or question and the score for each).
- Ability to view actual test taken by applicants (each test with questions and answers).

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 70 standard system reports
- Ad Hoc reporting tool
- Provide item analysis of details of applicant test results (i.e. each item and/or question and the score for each).
- Provide reports of actual test data taken by applicants (each test with questions and answers) and ability to produce reports on same

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

9. PRODUCT UPGRADES

All product upgrades to licensed modules (including Biddle test content and software) and Insight Enterprise are included in the Insight Enterprise license. Product upgrades, except for installed Biddle software, occur in real time and are available upon next login.

10. REQUIREMENTS FOR COUNTY

The County HR staff is considered “level 1 support”, meaning that the agency should designate the Insight Administrator as the point of contact for Insight related questions or issues. If the Administrator cannot answer the question, they should contact the NEOGOV Customer Support Help Desk.

11. WEB INTERFACE SETUP

NEOGOV will integrate the Insight Enterprise website pages into the County’s web page standards and will include County branding. If the County’s web page standards change in the future, the County will notify NEOGOV at least two (2) weeks prior to the change in production to allow for updates to the pages.

12. Optional Services and/or Additional Software/Licenses:**a. Transition & Disentanglement Services**

The parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations (“Disentanglement”) is a critical objective of the parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of County, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the System and, to the extent applicable, transitioning to a new software, system, or provider.

b. Escrow of Source Code

County may request Provider to escrow the source code for the Software and/or any enhancements, customizations, or other modifications, in which event the parties will confirm such arrangement through execution of a Work Authorization and accompanying Statement of Work. County shall be responsible for the costs associated with set-up (\$2,000) and annual maintenance (\$2,000), if County elects to escrow the source code.

c. System Enhancements and Modifications

County may elect to obtain from Provider any additional services including system enhancements and modifications at the then-current rate of professional services through execution of a Work Authorization and accompanying Statement of Work. Such additional services may include access and utilization of additional NEOGOV platforms, including without limitation NEOGOV Onboard and NEOGOV Perform.

13. Final Acceptance Test Plan:

Acceptance testing is intended to confirm that integrations between County installed Biddle software and NEOGOV Insight Enterprise system functions as intended and meets the County’s needs. The Biddle software and the NEOGOV Insight Enterprise system function together to meet the County’s recruiting and testing needs such that neither NEOGOV nor Biddle separately provide value to the County. Accordingly the acceptance criteria below include features and steps that apply to both NEOGOV and Biddle.

Acceptance Test Plan

No.	Process/Feature	Results Pass (P) / Fail (F)	Test Date / By
1.	Verify connectivity/integration between NEOGOV and Biddle		
2.	Verify that County brand can be included on web pages (this does not apply to TVAP and AutoGoJa)		
3.	Verify ability to access and review all tests included in Provider's testing catalog.		
4.	Verify the functionality of automatic and real time transfer of scores between Biddle (software or SaaS) Neogov Insight.		
5.	Verify access to online TVAP (Test Validation and Analysis) and perform test validation analysis		
6.	Verify access to AutoGoJa and perform job analysis		
7.	Verify access to Encounter. Conduct soft skills video judgment test to assess a candidate's office and interpersonal competence.		
8.	Exports of test results, scores, and demographics for EEO analysis.		
9.	Diagnostic capability to determine skill levels of current employees for employee development purposes. Item level and categorical feedback on individual candidate test results/question by question for each applicant		
10.	Run and export standard reports by test ID, by candidate unique ID, etc.		
11.	Verify ability to view actual tests taken by a candidate.		
12.	Confirm ability to access and run all standard reports offered by NEOGOV and Biddle.		
13.	Verify the ability to create ad-hoc reports.		
14.	Ability to provide an applicant tracking system for both external and internal job applicants		
15.	Verify that new hire data can be exported from NeoGov into PeopleSoft HCM through new hire export interface		
16.	Verify that new hire data can be exported from NeoGov into Cyborg using an upload file (while Cyborg is the County's HR system).		
17.	Ability for HR administrators to create, edit and view application profile data for all effective dates (e.g., history, current, future) and maintain historically.		
18.	Ability for HR administrators to capture and view resume and applicant data (may include test scores, mental and physical ability test, background checks based on position).		
19.	Ability to establish unique ID on applicant record.		

20.	Ability to capture metrics on applicants, including County employees that apply for positions (e.g., those who apply for positions, those who move on and do not move on through the application process, and how long they are in each step of the process) using standard Insight system tables, defined reports, and/or ad-hoc reporting.		
21.	Ability for County to accept, maintain and query from a pool of applications within the system		
22.	Ability for the system to match/evaluate/rank application data against job requirements based on specified fields.		
23.	Ability to create and edit job postings and maintain historically.		
24.	Ability to post positions to the web to facilitate searching for positions		
25.	Ability for agencies to post jobs internally (via intranet), and externally (via internet)		
26.	Ability to track where a job has been advertised / posted (e.g., internet sites, newspapers) to include date posted, length open.		
27.	Ability to track job postings by user defined criteria as provided by the NeoGov Insight Enterprise platform		
28.	Ability to specify open/close dates for job postings		
29.	Ability to automatically de-activate a job posting on its closing date		
30.	Ability to refresh vacancy announcements (e.g., postings added/removed) as each position goes live at a pre-set date, whether to remain open, close on a certain date, or extend applicable dates		
31.	Ability to view and search all open vacancies (that have been posted) electronically		
32.	Ability to track online, the number of people applying for a vacancy and how long the vacancy has been open		
33.	Ability to provide online access for hiring authority to view qualified applicants and status updates during the recruiting process		
34.	Ability to schedule and track applicants for exams/testing/screening process (interviews, panels, promotional exams, and physical ability tests)		
35.	Ability to specify fields as required on application		
36.	Ability to provide access via a secure web browser and includes a functional web site incorporating selected system features		
37.	Ability for the database to be continuously updated in real time		
38.	Ability to apply Florida's Veteran's Preference 5 and 10 point rules		

39.	Allow for application function level security based on userid and complex password supporting multiple user groups/security		
40.	Ability to capture EEO data, screen it from recruiters and agency users, and allow users with EEO security to view and report on summarized EEO information		
41.	Ability to link to countywide job title table including descriptions, qualification standards and salary information		
42.	Ability to store specific knowledge, skills and abilities (KSAs), measured by applicant test scores or multiple independent subject matter ratings/evaluation comments		
43.	Ability to have an automatic internal and external e-mail notification function to send notifications based on event triggers to applicants and agency users		
44.	Ability to specify weighted values for specific criteria, matching proficiency level and years of experience, and where applicable, rated scores, test scores, and oral panel interview questions.		
45.	Ability to tailor the content of the notifications as needed, including on a recruitment by recruitment basis		
46.	Ability to store, identify and view notifications by applicant name and/or requisition number		
47.	Ability to process hard copy notifications to applicants who do not have an e-mail address		
48.	Ability to print all screens through a browser, including completed candidate profile information		
49.	Demonstrate ability to archive data		
50.	For authorized users to simultaneously view a single applicant's profile		
51.	Ability for applicants to apply online for multiple positions with one submittal of applicant data, and for the data to be entered into a universal database		
52.	Ability for applicants to be able to update their personal information and check the status of their applications, and view their test scores		
53.	Ability for applicants to indicate work preferences such as full-time/part-time, and location/region		
54.	Ability for County (and not applicant) to remove data for applicants who request removal		
55.	Ability to maintain detailed applicant history including historical test scores		
56.	Ability to establish and maintain applicant eligibility and referral lists		
57.	Ability to review available candidates across multiple recruitments		

58.	Ability for applicants to file online job interest cards to be notified when desired job title(s) are available		
59.	Ability to create different evaluation criteria (matching models) including requirements (KSAs) and hurdles by job title or category		
60.	Ability to handle multiple evaluation hurdles (e.g. a written test, performance (typing, driving) test, manual rating of experience/education, qualifying interview) in a single job title		
61.	Ability for authorized agency users to access assigned requisitions, associated applicant profiles and reported knowledge, skills & abilities (KSA's) for evaluation purposes, and enter evaluation results into the KSA requisition database		
62.	Ability for multiple users to access/evaluate candidates in a requisition simultaneously		
63.	Ability to enter weighted job requirement KSA rating scores and editable evaluation comments over the secure web		
64.	Ability for automatic calculation of final scores considering individual test/multiple rater skills scores		
65.	Ability to track and record all requisition activities, status and progress and maintain detailed requisition history based on event triggers such as dates of creations, approval, hurdle completion, applicant interview, and applicant selection. Should also include the ability for users to enter comments into requisition history		
66.	Verify that selected positions can be imported from PeopleSoft HCM into NeoGov for recruitment through the standard position control data import		
67.	Verify that selected positions can be imported from Cyborg into NeoGov for recruitment purposes through the standard position control data import		
68.	Ability to fill multiple vacancies on a single requisition		
69.	Ability to pre-populate requisition with job title, job description, agency information, etc. from information in the ERP system		
70.	Ability to search the candidate database using filters		
71.	Ability to pre-screen applicants on a requisition and move those candidates who are deemed qualified to proceed to the next evaluation hurdle		
72.	Ability to advance candidates through the various hurdles of the process while preventing candidates who have not successfully completed part of the evaluation process from advancing to the next hurdle		

73.	Ability for applicant information to be placed "on-hold" until all evaluation requirements have been met (such as completing all of the required tests) and applicant has been determined eligible or ineligible for the position. This includes tested and non-tested job classifications		
74.	Ability to automatically rank applicants on test score average by job title		
75.	Ability to refer selected eligible applicants electronically to hiring managers for selection interview, including application materials/applicant profile		
76.	Ability for hiring managers to enter selection statuses to record results of selection interviews		
77.	Ability to automatically inactivate candidates from future consideration from a job title who fail to respond to an interview		
78.	Ability to print the list of applicants at each hurdle and to print the profiles/resumes of the candidates to be evaluated/interviewed		
79.	Ability to identify applicants who are current County employees, and their current job classification, for promotional only opportunities		
80.	Ability to allow County employees to be considered as a lateral transfer for vacancies within their current job titles without having to compete		
81.	Ability for authorized users to access the requisition database and create, review, route, approve and submit requisition requirements online over the secure web		
82.	Ability to have an integrated skill and knowledge testing software including a battery of clerical and other skill tests which provide immediate (real-time) feedback of weighted evaluation results (e.g. test scores)		
83.	Ability to develop and publish/utilize County specific test material in a variety of formats		
84.	Ability to incorporate results from a third party testing system which may include different testing methodologies such as verbal instruction.		
85.	Ability to design test plans, process scores and analyze results		
86.	Ability to define tests, test keys/answers and set passing point per test and per job classification		
87.	Ability to apply the same modular tests to different job title examinations for the same applicant, taking into account rules for reuse of test scores and also the ability to group multiple tests together in one test session (e.g. require 3 tests for a clerical job classification)		

88.	Ability to access and proctor tests and have evaluation scores electronically scored and entered into database based on job classification requirements		
89.	Ability to administer same test to numerous applicants at the same time, and the ability to simultaneously administer different tests to different applicants at the same time		
90.	Ability to score and analyze applicant's test scores including overall scores, individual test scores for each test taker by userid, and test scores by job classification		
91.	Ability to track and store all previous and new applicant test scores by individual test, job title and requisition.		
92.	Ability for applicant test scores to automatically expire after one year, but still display and remain active on a requisition		
93.	Ability to manually reset date applicant is allowed to re-take test(s) on an applicant by applicant basis.		

EXHIBIT B

Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

The fees stated herein include all fees due for license, SaaS, and support and maintenance fees for the Biddle Products due under the full five-year term of the software license and support agreement between County and Biddle, Broward County And Biddle Consulting Group, Inc. Software License, SaaS, And Maintenance And Support Agreement ("Biddle Contract"). All license and support fees due under the Biddle Contract for the Biddle Products are incorporated in this Payment Schedule and paid to NeoGov on behalf of Biddle. This Agreement shall be fully effective as of the date of full execution, regardless of the date of execution or performance under the Biddle Contract, and the Parties hereby agree and stipulate that the consideration exchanged under this Agreement is fair, adequate and reasonable.

Software as a Service Fee for NeoGov inclusive of all Biddle Products (SaaS and Software)

Description	Term	Invoicing	Fees
Setup and Configuration	One Time Fee	Upon Final Acceptance	\$45,900
Support and Maintenance Fees	Annual	Quarterly in advance	\$78,500/year
Online Training	Unlimited	Upon County Access to Initial Training Sessions	\$4,500

Software as a Service Fees shall commence only upon the date of Final Acceptance. Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated.

Support and Maintenance Fees shall remain fixed and shall not increase for the duration of the Agreement inclusive of any renewals permitted under the Agreement.

Optional Services

Description	Unit/Term	Invoicing	Fee
Consulting (including Transition & Disentanglement Services)	Hourly	Monthly in arrears	\$190/hour
Additional or On-Site Training	2-day Session	Upon delivery of training	\$10,000/Session
NEOGOV Onboard (ON)	Annual	Quarterly in advance	\$56,570.00
NEOGOV Perform (PE)	Annual	Quarterly in advance	\$63,992.00
Biddle CritiCall Add-On	Annual	Quarterly in advance	\$2,500.00

EXHIBIT C

SaaS Support and Maintenance Services

Provider shall provide County with Support and Maintenance Services so as to ensure and maintain optimal performance of the System consistent with the Statement of Work and the Documentation, which services shall include the following:

- a) Timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the System (collectively, "Events") in keeping with the Required Response Times stated below;
- b) Providing and facilitating the installation of updates, upgrades and releases as they are made available to Provider's other clients;
- c) On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the System;
- d) Emergency availability via online and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the System;
- e) Use of ongoing best efforts to maintain the optimal functioning of the Software and System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the System;
- f) Routine notification to County of new or updated information pertaining to the System and Documentation as it becomes available; and
- g) Any other support and maintenance services routinely provided to hosting clients of Provider.

Support and Maintenance Services shall be provided via telephone, electronic communication, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software for local installation at County shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Provider shall provide support on-site at any office or location of a Broward County agency. Costs for such services shall be outlined by Provider and County shall agree to costs prior to delivery of any such support. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the System. .

Records and Reports. Provider will maintain and provide County with access to records of its Support and Maintenance Services via the Provider's current CRM tool, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Provider;
- c) Description of Event and analysis of error, defect, or other issue causing Event;
- d) All applicable steps and actions taken to resolve the Event;
- e) Date and time of resolution and County representative notified of resolution; and
- f) Any applicable equipment and/or labor costs associated with resolution.

EXHIBIT D

Service Level Agreement

In connection with all Services provided under the Agreement, Provider shall, at no additional cost to County, meet or exceed the requirements below including as to Software as a Service (SaaS) hosting. The standards set forth herein are intended to reflect the current industry best practices for the Services. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this Service Level Agreement ("SLA") shall be deemed to impose the new, higher standards upon Provider. Provider shall notify County in writing of any material change to its standards.

Any item addressed in this SLA that requires approval by County must be approved in writing. The Contract Administrator and Director of the County's Division of Enterprise Technology Services ("ETS") are authorized to approve those items on behalf of County.

1. Security

1.1 NEOGOV shall adhere to the policies and procedures outlined in the most current NEOGOV IT Compliance and Security Policy, a copy of which has been provided to County. Upon request, any updates to the document shall be provided to County. Any and all copies provided to the County may include proprietary information and/or trade secrets and may not be disclosed publicly.

1.2 Provider will support encryption using at least 256-bit encryption keys for the connection from County to Provider's production network.

1.3 Any server that Provider uses to provide services under the Agreement shall be protected behind firewall perimeter.

1.4 Provider's procedures for the following must be documented prior to Final Acceptance:

- a. Evaluating security alerts and installing security patches and service packs;
- b. Intrusion detection, incident response, and incident escalation/investigation; and
- c. Providing and resetting access controls.

1.5 Upon request, Provider will provide County a copy of its current SSAE16 Type 2 Hosting Certification Service Organization Controls No. 1 ("SOC1") assessment report-prior to hosting County data or payment for Hosting Services and thirty (30) days after their releases to ensure that the application and hosting environment conform to the required regulatory compliance requirements. Provider must maintain its SSAE16 certification throughout the life of the Agreement.

1.6 Provider shall maintain Business Continuity plans, disaster recovery procedures, with both a Recovery Time Objective (RTO) and a Recovery Point Objective (RPO). County recognizes that actual objectives are dependent on the circumstances around such disaster(s), and Provider shall maintain standards to recover data as quickly as possible, including:

RTO – One week (7 calendar days). In addition to the data center, Provider maintains applicable operations in the cloud to offer greater flexibility since in the event of a disaster, and Provider may start operations in a cloud and/or a new data center as the situation warranted.

RPO – 24 hour. Provider currently stores backup data offsite for security and retention purposes. Dependent on the circumstances, customers would lose no more than one day's worth of associated data (24 hours prior to disaster).

1.7 Provider shall maintain controls that ensure separation of County data, confidential information, and security information from that of Provider's other clients. Provider agrees to provide Advanced Encryption Standard with 256 bit keys (AES-256) data encryption for SSN, TIN, EIN, bank account numbers, and any other data such as HIPAA and PHI or as otherwise directed by County, at no additional charge to County. Provider shall also ensure that the encryption key(s) are not stored with the encrypted data. Provider shall immediately notify County of any compromise of the encryption keys.

1.8 Provider shall maintain industry best practices for data privacy, security, and recovery measures including disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request (or as otherwise provide in this SLA), Provider shall provide documentation of such procedures and practices to County. In addition, Provider agrees not to allow Peer to Peer Software (P2P) or any other PC file-sharing software to be installed onto any network where County data/files reside unless County specifically permits it in writing on a case-by-case basis.

1.9 Provider shall report to County if any unauthorized parties are successful in accessing any of the servers (including fail over servers) where County's data/files are housed, within 24 hours of becoming aware of the incident. Provider shall provide County with a detailed incident report within five (5) days of the breach including remedial measures instituted and any law enforcement involvement.

1.10 Provider shall protect any Internet interfaces provided under this Agreement using a Security Certificate from a top tier Certification Authority (CA).

1.11 Provider shall utilize multiple ISP's to provide internet access. At Provider's discretion, Provider may implement and utilize a portable IP block to facilitate internet connectivity.

1.12 Provider shall ensure adequate background checks have been performed on any personnel having access to County data/files. Provider shall deny convicted felons, and other persons deemed by Provider to be a security risk, access to any County data/files.

1.13 Provider shall ensure that its service providers, subconsultants, and any third-party performing any Services relating to this Agreement shall comply with all terms and conditions specified in this Agreement unless County, in writing, excuses any specific compliance with any such term or condition.

1.14 Provider shall provide County with the names and contact information for a security point of contact to assist County with security incidents that require Provider's assistance.

2. Service Availability

2.1 System Availability

A. Application Service Levels

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, County shall receive a Service Credit for each occurrence and NEOGOV must take the necessary steps to bring the system back to the required level unless County determines that factors outside NEOGOV's control, such as County'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 County experiences any of the service performance issues defined in this section as a result of NEOGOV's failure to provide services, NEOGOV will automatically credit County'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 County or any third parties; or (iii) that resulted from County'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 County, 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 County experiences Downtime, County 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 County experiences one Downtime period, it shall be eligible to receive one Service Credit. If County 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 County according to Section A. (2)(ii).

v. The Customer Will Automatically Receive Service Credit. NEOGOV will credit County with all applicable Service Credits on the next invoice.

vi. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by NEOGOV to County 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 following the Downtime, unless the Service Credit is due in County’s final invoice. In such case, a refund for the dollar value of the Service Credit will be mailed to County.

B. Customer Service Response.

County requires Contractor to be available for telephone customer support from 9:00 am to 9:00 pm Eastern time, Monday through Friday. Online support will be available 24x7, which online support will include user password recovery/reset capabilities.

Priority assignments, definitions and responses are defined as:

Priority 1 - System down. Acknowledgement and updates are governed by Standard Service Level requirements and liability.

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

C. Service Credit.

A Service Credit is defined as an amount equal to the annual amount paid by County 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 County for a month exceed the amounts paid by County to NEOGOV. In the event County terminates this contract with Service Credits still owed to County, NEOGOV shall compensate County for the monetary value of these Service Credits.

2.1.2 Scheduled Maintenance. Normal availability of the System shall be twenty-four (24) hours per day, seven (7) days per week. Planned downtime (i.e., taking the System offline such that it is not accessible to County) ("Scheduled Maintenance") shall occur during non-business hours and with advance notice to County.

During non-Prime Time, Provider may perform routine maintenance operations that do not require the System to be taken offline but may have immaterial effect on System performance and response time without any notice to County. Such degradation in performance and response time shall not be deemed Network downtime.

2.1.4 Hardware Guarantee. Provider guarantees the functioning of all hardware components necessary for Provider to provide the Services and Service Availability herein, and will replace any failed or defective component at no cost to County. Downtime for the purpose of building redundancy or other recovery systems shall not be charged as downtime in computing the Network Uptime Guarantee. Network downtime due to hardware failure is subject to the Network Uptime Guarantee.

2.2 Infrastructure Management.

2.2.1 Network Bandwidth/Response Times. Provider shall ensure packet loss of less than 1% and less than 100 milliseconds domestic latency within Provider's network. Provider shall maintain sufficient bandwidth to the hosting sites and ensure the server processing time to provide millisecond response times from the server. County and Provider recognize that end user response times are dependent on intermittent Internet service provider network connectivity, and in the case of County's users, dependent on County's internal network health.

2.2.2 Site Hits. Provider's Services shall support up to 50,000 page hits and a peak load of up to 100,000 page hits per day to County's web pages and capture the number of site hits by page for performance to standards reporting.

2.2.3 Transactions Processed. Provider's Services shall ensure that an unlimited number of transactions may be processed to County production database, but Provider may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Provider determines that such reports and queries cause degradation to response times affecting performance levels established in the SLA.

2.2.4 Database Retention. Provider will retain all database records regardless of number or size.

2.2.5 Software Maintenance. Provider shall routinely apply upgrades, new releases, and enhancements to the System as they become available and ensure that these changes will not adversely affect the System.

2.2.6 Report Execution. To the extent Provider's System includes an ad-hoc reporting tool and/or standard reports, Provider agrees to provide unlimited access to such functionality to County. Provider agrees to support an unlimited number of queries and reports against County's data. County agrees that Provider may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

2.2.7 Demo/Training. A Demo/Training System will be available for use by County at any time. County will control the data that is available in the demo/training environment.

3. Data

3.1 County shall also have the right to use the Services to provide access to the public files or information derived from the use of the System, to generate reports from such data, files, or information, and to provide such data, files, or information on electronic media to the public where required or allowed by applicable law.

3.2 All data and information provided by County or its agents (including applicants using the System and information for County applicants participating in testing through Biddle Consulting Group, Inc.) under this Agreement and all results derived therefrom through the use of the System, whether or not electronically retained and regardless of the retention media (collectively "County Data"), are the property solely of County and may be reproduced and reused solely with the prior written consent of County. Provider and its subcontractors will not publish, transmit, release, sell, or disclose any County Data to any other person without County's prior written consent. The provisions of this Section 3.2 shall survive the termination or expiration of the Agreement for so long as County Data is retained by Provider.

3.3 In the event of any impermissible disclosure, loss or destruction of County Data, Provider must immediately notify County and take all reasonable and necessary steps to mitigate any potential harm or further disclosure, loss or destruction.

3.4 County shall have the option of downloading County Data at any time in any standard Insight report or ad hoc report configured by County in available formats associated with such report.

3.5 Upon the termination of this Agreement or the end of serviceable life of any media used in connection with this Agreement, Provider shall, return to County all County Data and provide a signed certification documenting that no County Data or information is retained by Provider in any format or media.

4. Transition/Disentanglement

Provider will complete the transition of any terminated Services to County and any replacement providers that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services ("Disentanglement"). Provider will work in good faith (including, upon request, with the Transferee) to develop an orderly disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County, and shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement. Any routine transition services (such as download of County Data, provision of requested information relating to an orderly transition, etc.) shall be at no additional cost; any additional Disentanglement services above and beyond routine transition services shall be quoted by Provider in advance at the then-current hourly rates. Specifically, and without limiting the foregoing, Provider shall:

- a. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and hardware configurations;

- b. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;
- c. Not, without County's prior written consent, transfer, reassign or otherwise redeploy any of Provider's personnel during the Disentanglement period from performing Provider's obligations under this Agreement;
- d. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;
- e. If County requests and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Provider exclusively in connection with the Services. Provider shall perform all its obligations under such contracts at all times prior to the date of assignment, and Provider shall reimburse County for any losses resulting from any failure to perform any such obligations;
- f. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. Upon written consent from County, Provider may retain one copy of documentation to the extent required for Provider's archival purposes or warranty support; and
- g. To the extent requested by County, provide to County a list with current valuation based on net book value of any Provider-owned tangible assets used primarily by Provider in connection with the Services. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, any and all related warranties will transfer along with those assets.

EXHIBIT E**Insurance Requirements**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/>	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto ***MAY BE WAIVED IF NO DRIVING IS TO BE DONE IN PERFORMANCE OF SERVICES***	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	\$ 500 k	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (E & O)	(each accident)	\$ 1 mil	\$ 2 mil
	Extended coverage period	2 years	
<input type="checkbox"/> POLLUTION LIABILITY /ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value		Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Broward County is listed as an additional insured on the general liability policy and the automobile liability policy.			
REFERENCE:			
CERTIFICATE HOLDER:			
Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			

EXHIBIT F
WORK AUTHORIZATION FORM

Contract: _____

Work Authorization No. _____

Award Authority for Optional Services

This Work Authorization is between Broward County and _____ as required pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Contract at issue is __ Lump Sum/ __ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will consist of ____ (____) calendar days unless otherwise set forth in an attached quotation.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	\$ _____
General Services	\$ _____
Equipment/Hardware	\$ _____
Total Maximum Cost of this Work Authorization	\$ _____

County

Project Manager

Date

Contract Administrator

Date

Board and/or Designee

Date

VENDOR

Signed: _____

Attest:

Typed Name: _____

Title: _____

EXHIBIT G SPECIFICATIONS

No.	Process/Feature
1.	Ability for a system to link positions to recruiting functionality to ensure that positions must exist to create a recruitment action
2.	Ability to associate required competencies and skills to a specific title and integrate the skill requirements with job postings in the recruitment module
3.	Ability to provide an applicant tracking system for both external and internal job applicants
4.	Ability to automatically populate standard NeoGov applicant information to employee data when hired through the standard new hire integration or interface.
5.	Ability to create, edit and view application profile data for all effective dates (e.g., history, current, future) and maintain historically. Security levels would be necessary to restrict this functionality to those with the appropriate authorization
6.	Ability to capture and view resume and applicant data (may include test scores, mental and physical ability test, background checks based on position). Security levels would be necessary to restrict this functionality to those with the appropriate authorization
7.	Ability to establish unique ID on applicant record.
8.	Ability to capture metrics on applicants, including County employees that apply for positions (e.g., those who apply for positions, those who move on and do not move on through the application process, and how long they are in each step of the process)
9.	Ability to accept, maintain and query from a pool of applications
10.	Ability for the system to match/evaluate/rank application data against job requirements
11.	Ability to create and edit job postings and maintain historically.
12.	Ability to post positions to the web to facilitate searching for positions
13.	Ability for agencies to post jobs internally (via intranet), and externally (via internet)
14.	Ability to track where a job has been advertised / posted (e.g., internet sites, newspapers) to include date posted, length open.
15.	Ability to track job postings by user defined criteria
16.	Ability to specify open/close dates for job postings
17.	Ability to automatically de-activate a job posting on its closing date
18.	Ability to refresh vacancy announcements
19.	Ability to view and search all open vacancies (that have been posted) electronically
20.	Ability to track online, the number of people applying for a vacancy and how long the vacancy has been open
21.	Ability to provide online access for hiring authority to view qualified applicants and status updates during the recruiting process
22.	Ability to schedule and track applicants for exams/testing/screening process (interviews, panels, promotional exams, and physical ability tests)
23.	Ability to specify fields as required on application
24.	Ability to provide access via a secure web browser and includes a functional web site incorporating selected system features
25.	Ability for the database to be continuously updated in real time
26.	Ability to apply Florida's Veteran's Preference 5 and 10 point rules

27.	Allow for application function level security based on userid and complex password supporting multiple user groups/security
28.	Ability to capture EEO data, screen it from recruiters and agency users, and allow users with EEO security to view and report on summarized EEO information
29.	Ability to link to countywide job title table including descriptions, qualification standards and salary information
30.	Ability to store specific knowledge, skills and abilities (KSAs), measured by applicant test scores or multiple independent subject matter ratings/evaluation comments
31.	Ability to have an automatic internal and external e-mail notification function to send notifications based on event triggers to applicants and agency users
32.	Ability to specify weighted values for specific KSAs matching proficiency level and years of experience, and if applicable, rated scores, test scores and oral panel interview scores
33.	Ability to tailor the content of the notifications as needed, including on a recruitment by recruitment basis
34.	Ability to store, identify and view notifications by applicant name and/or requisition number
35.	Ability to process hard copy notifications to applicants who do not have an e-mail address
36.	Ability to print all screens through a browser, including completed candidate profile information
37.	For authorized users to simultaneously view a single applicant's profile
38.	Ability for applicants to apply online for multiple positions
39.	Ability for applicants to be able to update their personal information and check the status of their applications, and view their test scores
40.	Ability for applicants to indicate work preferences such as full-time/part-time, and location/region
41.	Ability to maintain detailed applicant history including historical test scores
42.	Ability to establish and maintain applicant eligibility and referral lists
43.	Ability to preview available candidates
44.	Ability for applicants to file online job interest cards to be notified when desired job title(s) are available
45.	Ability to configure workflows for routing, approvals and notifications based on agency configurations and revise as needed.
46.	Ability to create different evaluation criteria (matching models) including requirements (KSAs) and hurdles by job title or category
47.	Ability to handle multiple evaluation hurdles (e.g. a written test, performance (typing, driving) test, manual rating of experience/education, qualifying interview) in a single job title using event triggers
48.	Ability for authorized agency users to access assigned requisitions, associated applicant profiles and reported knowledge, skills & abilities (KSA's) for evaluation purposes, and enter evaluation results into the KSA requisition database
49.	Ability for multiple users to access/evaluate candidates in a requisition simultaneously
50.	Ability to enter weighted job requirement KSA rating scores and editable evaluation comments over the secure web
51.	Ability for automatic calculation of final scores considering individual test/multiple rater skills scores
52.	Ability to track and record all requisition activities, status and progress and maintain detailed requisition history based on event triggers such as dates of creations, approval, hurdle completion, applicant interview, and applicant selection. Should also include the ability for users to enter comments into requisition history

53.	Ability to fill multiple vacancies on a single requisition
54.	Ability to search the applicant database using filters
55.	Ability to pre-screen applicants on a requisition and move those candidates who are deemed qualified to proceed to the next evaluation hurdle
56.	Ability to advance candidates through the various hurdles of the process while preventing candidates who have not successfully completed part of the evaluation process from advancing to the next hurdle
57.	Ability for applicant information to be placed "on-hold" until all evaluation requirements have been met (such as completing all of the required tests) and applicant has been determined eligible or ineligible for the position. This includes tested and non-tested job classifications
58.	Ability to allow recruiters to search the applicant database according to the job title requirements for eligible applicants based on test scores, weighted KSA requirements, and/or job preferences and obtain an overall percentage match
59.	Ability to automatically rank applicants on test score average by job title
60.	Ability to refer selected eligible applicants electronically to hiring managers for selection interview, including application materials/applicant profile
61.	Ability for hiring managers to enter selection statuses to record results of selection interviews
62.	Ability to automatically inactivate candidates from future consideration from a job title who fail to respond to an interview
63.	Ability to print the list of applicants at each hurdle and to print the profiles/resumes of the candidates to be evaluated/interviewed
64.	Ability to identify applicants who are current County employees, and their current job classification, for promotional only opportunities
65.	Ability to allow County employees to be considered as a lateral transfer for vacancies within their current job titles without having to compete
66.	Ability for authorized users to access the requisition database and create, review, route, approve and submit requisition requirements online over the secure web
67.	Ability to have an integrated skill and knowledge testing software including a battery of clerical and other skill tests which provide immediate (real-time) feedback of weighted evaluation results (e.g. test scores)
68.	Ability to develop and publish/utilize County specific test material in a variety of formats through Biddle
69.	Ability to incorporate results from a third party testing system which may include different testing methodologies such as verbal instruction.
70.	Ability to design test plans, process scores and analyze results
71.	Ability to define tests, test keys/answers and set passing point per test and per job classification
72.	Ability to apply the same modular tests to different job title examinations for the same applicant, taking into account rules for reuse of test scores and also the ability to group multiple tests together in one test session (e.g. require 3 tests for a clerical job classification)
73.	Ability to access and proctor tests and have evaluation scores electronically scored and entered into database based on job classification requirements
74.	Ability to administer same test to numerous applicants at the same time, and the ability to simultaneously administer different tests to different applicants at the same time
75.	Ability to score and analyze applicant's test scores including overall scores, individual test scores for each test taker by userid, and test scores by job classification
76.	Ability to track and store all previous and new applicant test scores by individual test, job title and requisition.

77.	Ability for applicant test scores to automatically expire after one year, but still display and remain active on a requisition
78.	Ability to manually reset date applicant is allowed to re-take test(s) on an applicant by applicant basis.
79.	Ability for test score expirations within a requisition to be governed by the closing date of a job posting.
80.	Ability to analyze and report on test results to perform pass point analysis, check for adverse impact and applicant flow
81.	Ability to quickly perform test analysis on mean and standard deviation of test items, item discrimination, reliability (inter-correlations, length of the test, etc.), standard error of measurement, etc.
82.	Ability to designate an applicant as a former or current county employee at any time during the hiring process
83.	Ability to identify employees with a unique identifier other than SSN
84.	Ability to maintain military background in HR system, including DD214 form information (e.g., Veteran status, dates, branch, discharge information)
85.	Allows for the weighting of specific KSA's on requisitions;
86.	Includes a functional web site incorporating selected system features;
87.	Ability to access applicant tracking database, requisition system and KSA testing software from remote locations via a secure web address;
88.	Ability to search for requisitions based on various criteria and the ability to view all active requisitions;
89.	Includes record level and field level auditing function (audit trail). Audit should include date/time of application, specific profile modification(s) such as what information was modified;
90.	Supports multiple user groups/security levels with user security profiles developed for groups of users based on access requirements;
91.	Supports security set at event level so users can only see/perform authorized events (e.g., eligible for interview, etc);
92.	Includes standardized reports and a report writer for custom report development.
93.	Ability to customize workflows for routing, approvals and notifications based on agency configurations;
94.	Ability to modify/customize requisition form fields and permissions;
95.	Ability to maintain a central repository of job announcements and job descriptions with the ability to process updates/changes to job descriptions, salary grades, class codes, hurdles and assigned KSA's;
96.	Ability to add, delete/inactivate, and edit job descriptions;
97.	Ability to automatically populate job requisitions with job description verbiage;
98.	Ability to gather and search applicant history by application, skills, test scores, education, etc.;
99.	Ability to automatically rank candidates on test score average by job title;
100.	Ability to "snapshot" all applicant's profiles (work/education history) once the evaluation process on a requisition has begun;
101.	Ability to print the profiles/resumes of the candidates to be evaluated;
102.	Ability to access applicant information online anytime, anywhere;
103.	Ability for applicants to complete and submit applications, with required fields, online with applicant information automatically entered into the database;
104.	Ability for applicants to be able to update their personal information and check the status of their applications, and view their test scores;

105.	Ability to track applicants by step/hurdle (i.e., applicant's progress throughout the entire recruitment process);
106.	Ability to support an "open continuous" environment with no limit to the number of posted and/or non-posted open positions;
107.	Ability for applicants to file online job title interest cards to be notified when desired job title(s) are available.
108.	Ability to tailor notification content as needed, including on a requisition by requisition basis;
109.	Ability to send automatic notifications for: <ul style="list-style-type: none"> • Application receipt • Testing requirements • Test scores • Selection interview • Veteran's preference point requirements • Requisition ready for approval • Requisition ready for review • Requisition ready for evaluation/rating • Receipt of requisition approval/request for additional candidates • Additional notifications as required