



**BROWARD COUNTY AND BIDDLE CONSULTING GROUP, INC.
SOFTWARE LICENSE, SAAS, AND MAINTENANCE AND SUPPORT AGREEMENT**

This Software License, Software as a Service, and Maintenance and Support Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Biddle Consulting Group, Inc., a California Corporation ("Provider").

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 the minimum specifications for the Software or System.
- 1.5 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the Software that Provider customarily furnishes to licensees of the Software and purchasers of the services covered by this Agreement.
- 1.6 License Fee. The fees associated with granting County use of the Software and System as outlined in Exhibit B (Payment Schedule).
- 1.7 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 or to make the System available to County and third party users over the Internet as a service.
- 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 SaaS 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 Services. All required installation, integration, programming, configuration, customization, and enhancements of the Software and System, including SaaS services, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the Software and System, as further specified in Exhibit A.

- 1.11 **Software**. All proprietary or third-party software or other intellectual property rights, including the Documentation, provided or licensed to County or third party users pursuant to this Agreement, including the computer programs (in machine readable object code form) listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto developed by Provider during the term of this Agreement.
- 1.12 **Support and Maintenance Services**. The support and maintenance services required for County to achieve and maintain optimal performance of the Software and System, including as further described in Exhibit D.

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	Service Level Agreement
Exhibit D	Support and Maintenance Services
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 **License**. Provider grants to County an annual, royalty-free, non-exclusive license, with no geographical limitations, for an unlimited number of users, to the Software and right to use the Licensed Technology and System, including to any embedded third party software within the Software or System, for use solely for County governmental and business purposes including on- and off-site access and use of the Software or System by authorized third party users, including those persons or entities with which County may contract to operate the Software or 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 Software for 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 H hereto) to purchase additional licenses for the fee specified in Exhibit B.

3.2.2 Additional Uses. County may, if required by reason of an emergency, disaster or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Software for backup and archiving purposes and into Random Access Memory for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance.

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 Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.3 SaaS Services. Provider shall provide County with the SaaS Services set forth in this Agreement in accordance with the Statement of Work set forth in Exhibit A and the Service Level Agreement set forth in Exhibit C. All Support and Maintenance Services for the System are included within the Software as a Service Fee 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.

3.4 Support and Maintenance Services. Provider shall provide County with Support and Maintenance Services for the Software as set forth in Exhibit D. For the first year following Final Acceptance, all Support and Maintenance Services for the Software are included at no additional cost. For subsequent years, Support and Maintenance Services shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.4.1 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 Software including all that Provider has made available to other licensees of all or part of the Software licensed pursuant hereto. 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.

3.4.2 Compatibility. For the full term of this Agreement, Provider will ensure the continued compatibility of the Software and System with all major releases, updates, or upgrades of any third party software used by County for access or operation of the Software or System. 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 Software or System, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software and System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the Software or 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.

3.4.3 Enhancements or Modifications. If requested by County, Provider shall incorporate certain features and enhancements into the licensed Software or System. Any such request shall 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 3.6 below, or otherwise into a proposed amendment to this Agreement.

3.5 Other Equipment. County may install, use and operate the Software on the Designated Equipment. County may also install, use and operate the Software on separate servers and in any and all development, test, production, failover, disaster recovery, and backup configurations, at no additional fee.

3.6 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
License Fee, SaaS Fees, and Support and Maintenance	Initial Term	As stated in Exhibit B
Each optional renewal term	Each 5 year renewal term	As stated in Exhibit B
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$25,000
TOTAL NOT TO EXCEED		\$25,000 plus as stated in Exhibit B

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 for all Services, licenses, rights, and Support and Maintenance provided under this Agreement shall be made for the benefit of Provider to GovernmentJobs.com, Inc., d/b/a NeoGov ("NeoGov"), with payment address as follows: 222 North Sepulveda Blvd., Suite 2000, El Segundo, California 90245. No modifications shall be made to the Payee provisions of this Section 5.3 without prior written approval of NeoGov.

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 Software. Unless otherwise stated in Exhibit A, Provider shall, within seven (7) days after the Effective Date, make the Software and System available to County and deliver to County a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

6.2 Services. Provider shall complete all Services required in connection with the Software and the System including all SaaS Services required in connection with the County's access to the System and integration of the Software with the NeoGov software as a service system, as provided in Exhibit A.

6.3 Documentation. Provider shall deliver copies of the Documentation to County concurrently with delivery of the Software and System, 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 Software and 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.

6.4 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 Software and 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.

6.4.1 The testing period shall commence on the first business day after Provider informs County in writing that the Software and System has been provided and is ready for testing, and shall continue for a period of up to thirty (30) days.

6.4.2 During the testing period, County may notify Provider in writing of any error or defect in the Software 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.

6.4.3 County shall notify Provider in writing of its Final Acceptance or rejection of the Software and 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 Software or System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the Software or System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the Software or System or any portion thereof, or (b) otherwise respond to County's notice. If Provider modifies, repairs, or replaces the Software or System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this section 6.4.

6.4.4 In the event Provider fails to remedy the reason(s) for County's rejection of the Software or 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 Software or System as it then exists or to reject the Software and terminate the Agreement. If County elects to reject the Software or 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 Software or 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 Software or System as mutually determined by the parties. If the parties cannot agree upon such value, County shall have the right to reject the Software 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 Software (in any form) provided by Provider are the sole property of Provider. County shall not have any right, title, or interest to any such Software or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Software and Documentation consistent with maintenance of Provider's proprietary rights therein.

7.3 Custom Work Products. This Agreement (including in the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) or any subsequent Statement of Work may identify certain deliverables that constitute custom work products the Provider is required to develop and furnish. Any such custom work products shall be expressly identified by the Parties in the applicable Statement of

Work. The parties agree that County shall own all rights, title, and interest in and to all such custom work products and that they shall be deemed to constitute "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, any custom work product would not be considered a "work made for hire" under applicable law, Provider hereby exclusively and irrevocably sells, assigns, and transfers to County all of Provider's rights, title, and interest in and to such custom work product and in and to any copyright or copyright application(s) related thereto. Provider agrees that neither it nor its agents shall use or disclose any custom work product except for County's benefit as required in connection with Provider's performance under this Agreement, unless Provider has obtained County's prior written consent to such use or disclosure. "Custom work product" shall not include any software, copyrighted material, or other proprietary material developed by Provider or any third party prior to the Effective Date, but shall include any modification(s) thereof developed pursuant to this Agreement. To the full extent applicable, Provider shall provide County with the source code and object code for all custom work products upon Final Acceptance of the Software or System, or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first.

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 Software contain proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Software as confidential in accordance with this Article.

8.3 County Confidential Information.

8.3.1 All Developed Works and other 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.

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 Software and 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 Software and 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 Software or System resulting from (a) use of the Software in other than the manner for which it was intended; (b) any modification of the Software by County that is not authorized by

Provider; or (c) County providing improperly formatted data to be processed through the Software or System.

9.3 Warranty Regarding Viruses. Provider further represents, warrants, and agrees that the Software and System is free from currently-known viruses or malicious software (at the time the Software and 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 Software and 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 Software or 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 Software, System, 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 Software or (b) providing to County other measures that correct the breach. In addition, upon notice from County of any error or defect in the Software or System, Provider will immediately provide to County any known methods of operating the Software or 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 Software or System replacement, the Software or System as replaced 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. 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 Software or other intellectual property, or (iii) any indemnification obligation under this Agreement.

10.3 Infringement Remedy. If any Software or portion of the Software or 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 Software or 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.

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: jbruno@broward.org with copy to mgrimm@broward.org

NOTICE TO PROVIDER:

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

And

(2) Biddle Consulting Group, Inc.
193 Blue Ravine Road, Suite 270
Folsom, California 95630-4760
Email address: nbrown@biddle.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 attached hereto as Exhibit F. 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 (dc)
Name: _____ 5/5/14

Title: _____
Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By: RDH 5/5/14
René D. Harrod (Date)
Assistant County Attorney

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

RDH
04-29-2014 Biddle License Agreement
#13-070
4/29/2014

PROVIDER

WITNESSES:



Signature

MICHAEL CAPLEN

Print Name of Witness above



Signature

NICK BROWN

Print Name of Witness above

BIDDLE CONSULTING GROUP, INC.

By: 

Authorized Signor

Walter Biddle Corp Secy/Treas

Print Name and Title

1 day of May, 2014

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL)



Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

1. Project Request

Provider will provide County with pre-employment testing software that integrates with NEOGOV Insight. In addition, Provider will provide Software as a Service access consistent with the Service Level Agreement standards attached hereto as Exhibit C for pre-employment testing verification, test validation, and job analysis. Provider represents that the Software and Services and related services provided under this Agreement will provide the functionality and solution stated herein. Specifically, OPAC, including ExamIn, and CritiCall (if elected by County as Optional Services) shall seamlessly integrate with the NEOGOV SaaS solution.

Provider agrees to provide Biddle content for each environment setup by NeoGov. There will be two environments: (1) provision of a demo/training system, available for use by County at any time for the County to access and review all tests included in Provider's testing catalog and to test the functionality of automatic and real time transfer of scores to Neogov Insight; and (2) a production environment for actual candidate testing. Both environments shall be available on an ongoing basis for the duration of this Agreement.

Provider will provide automated pre-employment testing software that includes, at a minimum, all the skill tests and features described in this SOW and in the OPAC and CritiCall Documentation and Test Descriptions below. Test content must be content valid including any new updates or software enhancements offered by provider. Provider will not delete or discontinue tests being used by the County through the term of the Agreement (inclusive of any renewals).

Provider will provide standard usage reports, including but not limited to:

- Exports of test results, scores, and demographics for EEO analysis.
- Custom validation and reporting function to aid in test defensibility and setting of cutoff scores.
- Diagnostic capability to determine skill levels of current employees for employee development purposes
- Item level and categorical feedback, where applicable, on individual candidate test results/question-by question for each applicant
- Run and export standard reports by test ID, by candidate unique ID, etc.

2. Technical Approach

Provider will provide the following Software and Licensed Technology under this Agreement:

Software Suite, Version & Module	Quantity & Type of License	Describe Purpose, Functionality & Expected Operation of Software
OPAC Testing Software including ExamIn Module Version: 10+	Unlimited concurrent users and installations	OPAC is a general office skills testing program that can be helpful for nearly any office position. Keyboarding, 10-key, Data Entry, Proofreading, Word, Excel, Access, and many more. Custom tests using Test Writer function. Local validation and defensible, job-

		related cutoff scores may be set using the Validation Wizard. ExamIn is a series of tests designed with the public sector in mind. Tests include general office tests such as Vocabulary/Word Choice, Language Arts, Business Correspondence, and include other tests such as Mechanical Comprehension and industrial measurement.
CritiCall Version: 5+	Unlimited concurrent users and installations	CritiCall is very similar to OPAC and was created specifically for the emergency services dispatch environment. Fire, police, EMS, and utility companies use the software to determine which applicants have the core skills necessary for success, especially the ability to multi-task. www.criticall911.com

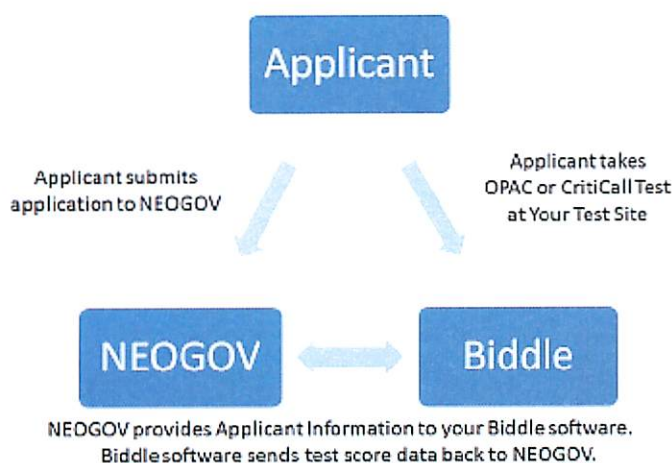
SaaS Licensed Technology	Quantity & Type of License (e.g., Enterprise, User, Third-Party)	Describe Purpose, Functionality & Expected Operation of Software
Online TVAP (Test Validation and Analysis Program)	Unlimited concurrent users	Online TVAP is a free service that we provide to the HR community that allows them to validate their own written tests. www.onlinetestvalidation.com
AutoGoja	Unlimited concurrent users	AutoGOJA is an automated, uniform guidelines-oriented job analysis software program. www.autogoja.com
Encounter	Unlimited concurrent users	Soft skills testing – a video judgment test used to assess a candidate's office and interpersonal competencies. www.encountersoftware.com

Integration:

Provider will provide the integration of the Software and System with the NEOGOV software as a service.

What It Does:

- Download applicants from Insight into OPAC and CritiCall so they are ready for testing
- Automatically upload OPAC and CritiCall test scores for applicants from OPAC and CritiCall into NEOGOV Insight upon completion of each test.
- Manages AutoTest Codes between disparate installations of OPAC or CritiCall with your organization



How It Works:

- Once the integration is enabled, the OPAC and CritiCall AutoTest Codes will set-up automatically in Insight
- When it's time to administer an OPAC or CritiCall test series for a recruitment, the recruiter sets up a written (computerized, not paper and pencil) exam evaluation step in Insight and select the OPAC or CritiCall test being administered to candidates
- Once candidates are scheduled in Insight to take a OPAC or CritiCall test, their applicant information will immediately become available in the OPAC or CritiCall software for the applicant to take the test
- As soon as the applicant completes their OPAC or CritiCall test, their overall score for that test series will be updated automatically in the Biddle test step of Insight. In the event of unavailability of NEOGOV's servers when tests are completed, test scores and associated information will be transferred to NEOGOV when NEOGOV service is restored, upon County approval.
- County can disable test time limits for timed tests, if desired, (except for speed tests).
- The questions and/or their sequence in multiple-choice tests can be varied to maintain test integrity.

Biddle Testing Suite Includes:

OPAC Testing Software

Pre-employment testing used to measure the skills and abilities critical to clerical and administrative positions. Tests include keyboarding, data entry, Microsoft Office applications, QuickBooks, customer service, and a variety of additional skills. Also included are a custom Test Writer, Validation Wizard for basic content validation, and an optional personality assessment.

OPAC includes the following tests:

Live Software Tests

- Microsoft Windows XP
- Microsoft Windows Vista
- Microsoft Windows 7
- Microsoft Word Testing* (Word-processing)
- Microsoft Excel Test Testing* (Spreadsheets)
- Microsoft PowerPoint Testing* (Presentations)
- Microsoft Access Test* (Databases)
- *OPAC is compatible with any version of Microsoft Office up to 2013

Simulated Software Tests

- Word 2003 – 2007 – 2010 Basic and Intermediate Levels
- Excel 2003 – 2007 – 2010 Basic and Intermediate Levels
- Microsoft Outlook 2003 – 2010
- Windows XP
- Windows Vista
- Windows 7

Keyboarding Speed & Accuracy

- 10-Key Speed & Accuracy Test
- Data Entry Speed & Accuracy Test (three different types with varying degrees of alpha and numeric characters)

Customer Service

- Telephone Customer Service
- Telephone Order Entry
- Sentence Clarity

Clerical Skills

- Reading Comprehension
- Transcription (Dictation)
- Alphabetic Filing and Numeric Filing
- Minutes Composition
- Letter Formatting
- Proofreading
- Spelling

Financial

- Bank Deposit
- Bank Reconciliation

- Petty Cash
- Math

Professional

- Medical Keyboarding
- Medical Terminology
- Medical Transcription
- Medical Proofreading
- Legal Keyboarding
- Legal Terminology
- Legal Transcription
- Legal Proofreading

ExamIn

Assessments designed to test the core, fundamental knowledge, skills, and abilities (KSAs) commonly required for most entry- and intermediate-level positions. Tests include language arts, mechanical aptitude, industrial measurement, accounting, math, and computer skills. Testing occurs within the OPAC software. Options include un-proctored internet testing.

ExamIn includes the following tests:

- Business Correspondence
- Computer Skills
- Industrial Measurement (Standard & Metric System Versions)
- Language Arts
- Math Skills
- Mechanical Comprehension
- Reading Comprehension
- Word Use & Vocabulary
- Accounting Oriented Math
- Accounting Principles (Basic)
- Accounting Principles (Public Sector)
- Conscientiousness

CritiCall (OPTIONAL SERVICES, if elected by County)

Public-safety dispatcher and call taker testing that provides a realistic simulation of the demanding job to assess potential success in the position. Tests include keyboarding, decision-making, multi-tasking, map reading, and more. Adopted by over 1,200 agencies in the United States and Canada.

CritiCall includes the following tests:

- Multi-Tasking / Advanced Decision Making
- Computerized Data Entry

- Oral Comprehension (Call Summarization 1)
- Oral Comprehension (Call Summarization 2)
- Reading Comprehension
- Sentence Clarity
- Cross Referencing
- Frequency of Information/Probability Determination
- Map Reading/Geographic Directions
- Memory Recall (Short Term)
- Memory Recall (Long Term) & Inductive Reasoning
- Numerical Ability
- Perceptual Ability
- Spelling
- Vocalization Summary

Encounter

Video-situational judgment test that helps assess the office suitability and interpersonal competence of applicants entering an office working environment. Includes 26 videos designed to simulate the challenging interpersonal situations that commonly occur in today's office environment. Encounter tests interpersonal competence, workflow management, customer service skills, and teamwork.

AutoGOJA

Hosted software solution that automates many steps necessary to complete a traditional job analysis -- a thorough analysis of the job duties and knowledges, skills, abilities, and personal characteristics (KSAPCs) required for success in a certain position. Designed to address the federal Uniform Guidelines on Employee Selection Procedures and the 1990 Americans with Disabilities Act (ADA) to help employers collect the information necessary to defend their testing, selection, and compensation practices.

NEOGOV Insight Enterprise: Recruiting, Selection, and Applicant Tracking

NEOGOV's Insight automates the entire hiring and selection process from requisition to hire and is tailored for the unique needs of public sector organizations. Functionality includes position requisition approval, automatic minimum qualification screening, test statistics and analysis and EEO reporting.

3. Managerial Approach

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated

with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Software will be delivered on CD / DVD. Installation instructions can be provided by telephone. Telephone walk-through for setup of integration provided. Unlimited ongoing and training will be provided by Provider via the Internet, by telephone or email, to the extent requested by County, in accordance with the Support and Maintenance terms set forth in Exhibit D.

4. Optional Services, 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 Software and, to the extent applicable, transitioning to a new software, system, or provider.

B. Additional SaaS Services

In the event that Provider releases SaaS versions of installed Software applications for which the Provider ceases to publish the installed Software and replaces the installed software with a SaaS version ("Alternate Versions") that are covered by this Agreement, Provider agrees to make said Alternative Versions available to County at no additional cost. The terms of this Agreement that currently apply to the Software will similarly apply to any Alternate Versions that the County opts to license under this provision

Except for the foregoing, any other or future SaaS services in addition to those required under this Agreement may incur additional costs, at the agreement of the Parties.

5. 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.

FINAL 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 modified 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 to automatically populate certain applicant information to employee data when hired		
18.	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		

19.	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		
20.	Ability to establish unique ID on applicant record.		
21.	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)		
22.	Ability to accept, maintain and query from a pool of applications not linked to a specific position		
23.	Ability for the system to match/evaluate/rank application data against job requirements based on specified fields.		
24.	Ability to create and edit job postings and maintain historically.		
25.	Ability to post positions to the web to facilitate searching for positions		
26.	Ability for agencies to post jobs internally (via intranet), and externally (via internet)		
27.	Ability to track where a job has been advertised / posted (e.g., internet sites, newspapers) to include date posted, length open.		
28.	Ability to track job postings by user defined criteria		
29.	Ability to specify open/close dates for job postings		
30.	Ability to automatically de-activate a job posting on its closing date		
31.	Ability to refresh vacancy announcements on a set schedule (e.g., postings added/removed each day or week)		
32.	Ability to view and search all open vacancies (that have been posted) electronically		
33.	Ability to track online, the number of people applying for a vacancy and how long the vacancy has been open		
34.	Ability to provide online access for hiring authority to view qualified applicants and status updates during the recruiting process		
35.	Ability to schedule and track applicants for exams/testing/screening process (interviews, panels, promotional exams, and physical ability tests)		
36.	W-4 form that is auto filled with information from the job application		
37.	I-9 form that is auto filled with information from the job application		

38.	Ability to create custom forms that populate form fields from information in the ERP system		
39.	Ability to specify fields as required on application		
40.	Ability to receive applicant profile data from an external system via an interface (e.g., external job board, Civil Service applicant system)		
41.	Ability to provide access via a secure web browser and includes a functional web site incorporating selected system features		
42.	Ability for the database to be continuously updated in real time		
43.	Ability to apply Florida's Veteran's Preference 5 and 10 point rules, and identify 30% disabled veterans and afford them the required preference on each step of the evaluation process		
44.	Allow for application function level security based on userid and complex password supporting multiple user groups/security set at event level		
45.	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		
46.	Ability to link to countywide job title table including descriptions, qualification standards and salary information		
47.	Ability to store specific knowledge, skills and abilities (KSAs), measured by applicant test scores or multiple independent subject matter ratings/evaluation comments		
48.	Ability to have an automatic internal and external e-mail notification function to send notifications based on event triggers to applicants and agency users		
49.	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 scores.		
50.	Ability to tailor the content of the notifications as needed, including on a recruitment by recruitment basis		
51.	Ability to store, identify and view notifications by applicant name and/or requisition number		
52.	Ability to process hard copy notifications to applicants who do not have an e-mail address		
53.	Ability to print all screens through a browser, including completed candidate profile information		
54.	Ability to establish archiving and purging rules		
55.	For authorized users to simultaneously view a single applicant's profile		
56.	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		

57.	Ability for applicants to be able to update their personal information and check the status of their applications, and view their test scores		
58.	Ability for applicants to indicate work preferences such as full-time/part-time, and location/region		
59.	Ability for applicants to be able to inactivate themselves from a job title for which they no longer wish to be considered		
60.	Ability to maintain detailed applicant history including historical test scores		
61.	Ability to establish and maintain applicant eligibility and referral lists		
62.	Ability to preview available candidates before a job requisition is finalized		
63.	Ability for applicants to file online job interest cards to be notified when desired job title(s) are available		
64.	Ability to customize workflows for routing, approvals and notifications based on agency configurations and revise as needed.		
65.	Ability to create different evaluation criteria (matching models) including requirements (KSAs) and hurdles by job title or category		
66.	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		
67.	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		
68.	Ability for multiple users to access/evaluate candidates in a requisition simultaneously		
69.	Ability to enter weighted job requirement KSA rating scores and editable evaluation comments over the secure web		
70.	Ability for automatic calculation of final scores considering individual test/multiple rater skills scores		
71.	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		
72.	Verify that positions can be imported from PeopleSoft HCM into NeoGov for recruitment through the position control import interface		

73.	Verify that positions can be imported from Cyborg into NeoGov for recruitment purposes through an upload file (while Cyborg is the County's HR system).		
74.	Ability to fill multiple vacancies on a single requisition		
75.	Ability to pre-populate requisition with job title, job description, agency information, etc. from information in the ERP system		
76.	Ability to search the universal database using filters and drop dead criteria		
77.	Ability to pre-screen applicants on a requisition and move those candidates who are deemed qualified to proceed to the next evaluation hurdle		
78.	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		
79.	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		
80.	Ability to allow recruiters to search the universal 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		
81.	Ability to automatically rank applicants on test score average by job title		
82.	Ability to "snapshot" all applicants profiles (work/education history) once the evaluation process on a requisition has begun		
83.	Ability to refer selected eligible applicants electronically to hiring managers for selection interview, including application materials/applicant profile		
84.	Ability for hiring managers to enter selection statuses to record results of selection interviews		
85.	Ability to automatically inactivate candidates from future consideration from a job title who fail to respond to an interview		
86.	Ability to print the list of applicants at each hurdle and to print the profiles/resumes of the candidates to be evaluated/interviewed		
87.	Ability to identify applicants who are current County employees, and their current job classification, for promotional only opportunities		
88.	Ability to allow County employees to be considered as a lateral transfer for vacancies within their current job titles without having to compete		

89.	Ability to automatically calculate years of experience based on hours and dates worked as indicated in the application work history		
90.	Ability for authorized users to access the requisition database and create, review, route, approve and submit requisition requirements online over the secure web		
91.	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)		
92.	Ability to develop and publish/utilize County specific test material in a variety of formats		
93.	Ability to incorporate results from a third party testing system which may include different testing methodologies such as verbal instruction.		
94.	Ability to design test plans, process scores and analyze results		
95.	Ability to define tests, test keys/answers and set passing point per test and per job classification		
96.	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)		
97.	Ability to access and proctor tests and have evaluation scores electronically scored and entered into database based on job classification requirements		
98.	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		
99.	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		
100.	Ability to track and store all previous and new applicant test scores by individual test, job title and requisition.		
101.	Ability for applicant test scores to automatically expire after one year, but still display and remain active on a requisition		
102.	Ability to manually reset date applicant is allowed to re-take test(s) on an applicant by applicant basis.		
103.	All components of the system are integrated, web-enabled/based and secure;		
104.	Allows for the weighting of specific KSA's on requisitions;		
105.	Includes a functional web site incorporating selected system features;		

106.	Ability to access applicant tracking database, requisition system and KSA testing software from remote locations via a secure web address;		
107.	Ability to search for requisitions based on various criteria and the ability to view all active requisitions;		
108.	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;		
109.	Supports multiple user groups/security levels with user security profiles developed for groups of users based on access requirements;		
110.	Supports security set at event level so users can only see/perform authorized events (e.g., eligible for interview, etc);		
111.	Includes standardized reports and a report writer for custom report development.		
112.	Seamless flow of applicant data from tentative offer process, through Risk Management requirements, to employee database;		
113.	Is an open database connectivity (ODBC) compliant database		
114.	Ability to customize workflows for routing, approvals and notifications based on agency configurations;		
115.	Ability to modify/customize requisition form fields and permissions;		
116.	Ability to electronically upload job descriptions, salary grades, and class codes to requisition templates;		
117.	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;		
118.	Ability to add, delete/inactivate, and edit job descriptions;		
119.	Ability to automatically populate job requisitions with job description verbiage;		
120.	Ability to gather and search applicant history by application, skills, test scores, education, etc.;		
121.	Ability to automatically rank candidates on test score average by job title;		
122.	Ability to "snapshot" all applicant's profiles (work/education history) once the evaluation process on a requisition has begun;		
123.	Ability to print the profiles/resumes of the candidates to be evaluated;		
124.	Ability to access applicant information online anytime, anywhere;		
125.	Ability for applicants to complete and submit applications, with required fields, online with applicant information automatically		

	entered into the database;		
126.	Ability for applicants to be able to update their personal information and check the status of their applications, and view their test scores;		
127.	Ability to track applicants by step/hurdle (i.e., applicant's progress throughout the entire recruitment process);		
128.	Ability to support an "open continuous" environment with no limit to the number of posted and/or non-posted open positions;		
129.	Ability for applicants to file online job title interest cards to be notified when desired job title(s) are available.		
130.	Ability to tailor notification content as needed, including on a requisition by requisition basis;		
131.	Ability to send automatic notifications for:		
132.	Application receipt		
133.	Testing requirements		
134.	Test scores		
135.	Selection interview		
136.	Veteran's preference point requirements		
137.	Requisition ready for approval		
138.	Requisition ready for review		
139.	Requisition ready for evaluation/rating		
140.	Receipt of requisition approval/request for additional candidates		
141.	Submittal of Risk Management form		
142.	Additional notifications as required		

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.

All Software License Fees are incorporated and paid through the County contract with NeoGov, namely the Broward County And Governmentjobs.Com, Inc. Agreement for Software As A Service ("NeoGov Contract"). This Agreement shall be fully effective as of the date of full execution, regardless of the date of execution or performance under the NeoGov Contract, and the Parties hereby agree and stipulate that the consideration exchanged under this Agreement is fair, adequate and reasonable.

Software License Fees

Software Description	License Term	Invoicing	Fees
Software License Fee	Annual	Monthly in arrears	No charge to County; Software License Fee is included in fees paid under NeoGov Contract.
SaaS Licensed Technology Fees and Services	Annual	N/A	Included in License Fee (no additional charge)
Training (on-line, telephone, or email)	Unlimited	N/A	Included in License Fee (no additional charge)

Software License Fees shall commence only upon the date of Final Acceptance.

Support and Maintenance Services Fees

Specific Support and Maintenance Services	Unit or Term	Invoicing	Fees
Support and Maintenance Services per Exhibit D	Duration of Agreement	N/A	Included in License Fee (no additional charge)

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated.

Optional Services or Additional Software/Licenses

Description	Unit/Term	Invoicing	Fee
Consulting (including Transition & Disentanglement Services) or Additional On-Site Training	Hourly	Monthly in arrears	\$225/hour (subject to 8 hour minimum (1 day)), plus statutory travel expenses
CritiCall software license	Unlimited concurrent users	Monthly in arrears	\$2,700 additional annual licensing fee (paid under NeoGov Contract, if applicable)

Exhibit C – 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) services. The standards set forth herein are intended to reflect the current industry best practices for the SaaS 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 If and to the extent Provider accepts, transmits or stores any credit cardholder data, then within thirty (30) days after the end of each calendar quarter, Provider shall provide County a copy of the quarterly third-party Payment Card Industry compliance vulnerability scanning reports, and Provider shall comply with the most recent version of the Security Standards Council's PCI Payment Application Data Security Standard.

2. Service Availability

2.1 System Availability

2.2.1 **Test.** A development and test system, which shall mirror the production system, shall be made available for use by County for testing purposes upon two business days' request, including without limitation upon request for County's testing of application upgrades and fixes prior to installation in the production environment.

2.2.2 **Demo/Training.** A Demo/Training System will be available for use by County upon two business days' request. County may control data that is populated on the Demo/Training System by requesting that Provider (a) periodically refresh data from production; (b) perform an ad-hoc refresh of data from production; (c) not refresh data from production until further notice from County; or (d) refresh data on an ad hoc basis with training data supplied by County.

3. Data

3.1 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. 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 D - Support and Maintenance Services

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

- Timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the Software (collectively, "Events") in keeping with the Required Response Times stated below;
- Providing and facilitating the installation of updates, upgrades and releases as they are made available to Provider's other clients;
- 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 Software;
- Use of ongoing best efforts to maintain the optimal functioning of the Software, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software;
- Routine notification to County as it becomes available of new or updated information pertaining to the Software and the Documentation.

Support and Maintenance Services shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software 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. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software. If in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the following priority, response and resolution levels:

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Critical	Event that renders the Software and/or interfaces inoperable.	2 hours during normal business hours; or next business day if outside of normal business hours	Work until corrected
Severe	Event that results in a significant impairment of performance of the Software or impairs essential operations.	2 hours during normal business hours; or next business day if outside of normal business hours	Work until corrected during normal business hours

Minor	Event that has minor impact to County's business and that does not impact normal operation of the Software.	2 hours during normal business hours; or next business day if outside of normal business hours	Future patch or release
Minimal	Event that has minimal impact or no impact on County's business.	2 hours during normal business hours; or next business day if outside of normal business hours	Future release

Notwithstanding the above-stated schedule, Provider shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

Hours of Service. Normal Support and Maintenance hours are 10:30 a.m. to 7:30 p.m., Eastern, Monday – Friday. After hours are Friday at 7:30 p.m. to Monday at 10:30 a.m. and all day on County holidays.

Records and Reports. Provider will maintain records of its Support and Maintenance Services, 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 steps and actions taken to resolve the Event;
- e) Date and time of resolution and County representative notified of resolution; and
- f) All equipment and/or labor costs associated with resolution.

At the request of County, Provider shall provide monthly reports of the foregoing records as well as statistics of Provider's average monthly compliance with the Required Response Times.

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 ***MAY BE WAIVED <input checked="" type="checkbox"/> Hired IF NO DRIVING IS <input checked="" type="checkbox"/> Non-owned TO BE DONE IN <input checked="" type="checkbox"/> Scheduled PERFORMANCE OF <input checked="" type="checkbox"/> Any Auto 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 certain applicant information to employee data when hired
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 not linked to a specific position
10.	Ability for the system to match/evaluate/rank application data against job requirements based on specified fields.
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 on a set schedule (e.g., postings added/removed each day or week)
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.	W-4 form that is auto filled with information from the job application
24.	I-9 form that is auto filled with information from the job application
25.	Ability to create custom forms that populate form fields from information in the ERP system
26.	Ability to specify fields as required on application
27.	Ability to receive applicant profile data from an external system via an interface (e.g., external job board, Civil Service applicant system)

28.	Ability to provide access via a secure web browser and includes a functional web site incorporating selected system features
29.	Ability for the database to be continuously updated in real time
30.	Ability to apply Florida's Veteran's Preference 5 and 10 point rules, and identify 30% disabled veterans and afford them the required preference on each step of the evaluation process
31.	Allow for application function level security based on userid and complex password supporting multiple user groups/security set at event level
32.	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
33.	Ability to link to countywide job title table including descriptions, qualification standards and salary information
34.	Ability to store specific knowledge, skills and abilities (KSAs), measured by applicant test scores or multiple independent subject matter ratings/evaluation comments
35.	Ability to have an automatic internal and external e-mail notification function to send notifications based on event triggers to applicants and agency users
36.	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
37.	Ability to tailor the content of the notifications as needed, including on a recruitment by recruitment basis
38.	Ability to store, identify and view notifications by applicant name and/or requisition number
39.	Ability to process hard copy notifications to applicants who do not have an e-mail address
40.	Ability to print all screens through a browser, including completed candidate profile information
41.	Ability to establish archiving and purging rules
42.	For authorized users to simultaneously view a single applicant's profile
43.	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
44.	Ability for applicants to be able to update their personal information and check the status of their applications, and view their test scores
45.	Ability for applicants to indicate work preferences such as full-time/part-time, and location/region
46.	Ability for applicants to be able to inactivate themselves from a job title for which they no longer wish to be considered
47.	Ability to maintain detailed applicant history including historical test scores
48.	Ability to establish and maintain applicant eligibility and referral lists
49.	Ability to preview available candidates before a job requisition is finalized
50.	Ability for applicants to file online job interest cards to be notified when desired job title(s) are available
51.	Ability to customize workflows for routing, approvals and notifications based on agency configurations and revise as needed.
52.	Ability to create different evaluation criteria (matching models) including requirements (KSAs) and hurdles by job title or category
53.	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
54.	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

55.	Ability for multiple users to access/evaluate candidates in a requisition simultaneously
56.	Ability to enter weighted job requirement KSA rating scores and editable evaluation comments over the secure web
57.	Ability for automatic calculation of final scores considering individual test/multiple rater skills scores
58.	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
59.	Ability to fill multiple vacancies on a single requisition
60.	Ability to pre-populate requisition with job title, job description, agency information, etc. from information in the ERP system
61.	Ability to search the universal database using filters and drop dead criteria
62.	Ability to pre-screen applicants on a requisition and move those candidates who are deemed qualified to proceed to the next evaluation hurdle
63.	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
64.	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
65.	Ability to allow recruiters to search the universal 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
66.	Ability to automatically rank applicants on test score average by job title
67.	Ability to "snapshot" all applicants profiles (work/education history) once the evaluation process on a requisition has begun
68.	Ability to refer selected eligible applicants electronically to hiring managers for selection interview, including application materials/applicant profile
69.	Ability for hiring managers to enter selection statuses to record results of selection interviews
70.	Ability to automatically inactivate candidates from future consideration from a job title who fail to respond to an interview
71.	Ability to print the list of applicants at each hurdle and to print the profiles/resumes of the candidates to be evaluated/interviewed
72.	Ability to identify applicants who are current County employees, and their current job classification, for promotional only opportunities
73.	Ability to allow County employees to be considered as a lateral transfer for vacancies within their current job titles without having to compete
74.	Ability to automatically calculate years of experience based on hours and dates worked as indicated in the application work history
75.	Ability for authorized users to access the requisition database and create, review, route, approve and submit requisition requirements online over the secure web
76.	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)
77.	Ability to develop and publish/utilize County specific test material in a variety of formats

78.	Ability to incorporate results from a third party testing system which may include different testing methodologies such as verbal instruction.
79.	Ability to design test plans, process scores and analyze results
80.	Ability to define tests, test keys/answers and set passing point per test and per job classification
81.	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)
82.	Ability to access and proctor tests and have evaluation scores electronically scored and entered into database based on job classification requirements
83.	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
84.	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
85.	Ability to track and store all previous and new applicant test scores by individual test, job title and requisition.
86.	Ability for applicant test scores to automatically expire after one year, but still display and remain active on a requisition
87.	Ability to manually reset date applicant is allowed to re-take test(s) on an applicant by applicant basis.
88.	Ability for test score expirations within a requisition to be governed by the closing date of a job posting.
89.	Ability to analyze and report on test results to perform pass point analysis, check for adverse impact and applicant flow
90.	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.
91.	Ability to update/enter employee hire/rehire information (e.g., enter information on benefits, tax information, payroll, etc.)
92.	Ability to initiate the entry of selected employee hire/rehire information (e.g., employee updates their personal information during new hire orientation)
93.	Ability to designate an applicant as a former or current county employee at any time during the hiring process
94.	Ability to identify employees with a unique identifier other than SSN
95.	Ability to associate the I-9 document to an applicant record
96.	Ability to maintain military background in HR system, including DD214 form information (e.g., Veteran status, dates, branch, discharge information)
97.	All components of the system are integrated, web-enabled/based and secure;
98.	Allows for the weighting of specific KSA's on requisitions;
99.	Includes a functional web site incorporating selected system features;
100.	Ability to access applicant tracking database, requisition system and KSA testing software from remote locations via a secure web address;
101.	Ability to search for requisitions based on various criteria and the ability to view all active requisitions;
102.	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;
103.	Supports multiple user groups/security levels with user security profiles developed for groups of users based on access requirements;

104.	Supports security set at event level so users can only see/perform authorized events (e.g., eligible for interview, etc);
105.	Includes standardized reports and a report writer for custom report development.
106.	Seamless flow of applicant data from tentative offer process, through Risk Management requirements, to employee database;
107.	Is an open database connectivity (ODBC) compliant database
108.	Ability to customize workflows for routing, approvals and notifications based on agency configurations;
109.	Ability to modify/customize requisition form fields and permissions;
110.	Ability to electronically upload job descriptions, salary grades, and class codes to requisition templates;
111.	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;
112.	Ability to add, delete/inactivate, and edit job descriptions;
113.	Ability to automatically populate job requisitions with job description verbiage;
114.	Ability to gather and search applicant history by application, skills, test scores, education, etc.;
115.	Ability to automatically rank candidates on test score average by job title;
116.	Ability to "snapshot" all applicant's profiles (work/education history) once the evaluation process on a requisition has begun;
117.	Ability to print the profiles/resumes of the candidates to be evaluated;
118.	Ability to access applicant information online anytime, anywhere;
119.	Ability for applicants to complete and submit applications, with required fields, online with applicant information automatically entered into the database;
120.	Ability for applicants to be able to update their personal information and check the status of their applications, and view their test scores;
121.	Ability to track applicants by step/hurdle (i.e., applicant's progress throughout the entire recruitment process);
122.	Ability to support an "open continuous" environment with no limit to the number of posted and/or non-posted open positions;
123.	Ability for applicants to file online job title interest cards to be notified when desired job title(s) are available.
124.	Ability to tailor notification content as needed, including on a requisition by requisition basis;
125.	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 • Submittal of Risk Management form • Additional notifications as required