

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.72
(ID # 12241)**

MEETING DATE:
Tuesday, April 07, 2020

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approve the Professional Services Agreement with Governmentjobs.com, Inc. (dba NEOGOV) for Recruitment and Onboarding SaaS Subscription Services without seeking competitive bids for one year in the amount of \$214,484 with the option to renew for four additional one-year periods in the amount of \$189,484 per year; All Districts [Total cost \$972,420; up to \$75,796 in additional compensation] 100% Department Funding

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with Governmentjobs.com, Inc. (dba NEOGOV) for Recruitment and Onboarding SaaS Subscription Services without seeking competitive bids in the amount of \$214,484 for one year with the option to renew for four additional one-year periods for a total of \$972,420, and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement, including modifications of the statement of work, that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually.

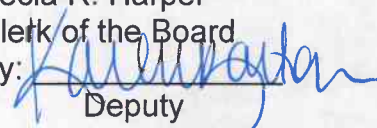
ACTION:Policy


Brenda Diederichs, Assistant CEO / Human Resources Director 4/7/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 7, 2020
xc: HR

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$56,582	\$189,484	\$972,420	\$
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$
SOURCE OF FUNDS: General Fund 10000 <i>(Included in HR Core Service Rate)</i>			Budget Adjustment: No	
			For Fiscal Year: 19/20-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Department of Human Resources (HR) has a need for a modern, user-friendly, integrated cloud-based Applicant Tracking System (ATS) solution to ensure the County's hiring practices reflect today's available technology, meets its workforce needs, and utilizes a solution with infrastructure that will make it easy to continue to adapt over time.

The government hiring process is long and complex with many challenges experienced by candidates, hiring managers, and HR professionals/recruiters. At a high level, recruitment tasks and responsibilities include managing and updating job classifications, administering all hiring processes including examinations, and selecting and onboarding candidates.

HR currently utilizes the PeopleSoft 9.0 Talent Acquisition Manager (TAM) system as its ATS, but this on-premise software solution will no longer be supported after the current PeopleSoft upgrade is completed. An analysis of the current system revealed that functionality is very limited and lacks HR business process requirements such as configurable career sites, candidate self-service portal for scheduling and application status, mobile text notifications, and ad hoc reporting tools. Additionally, RCIT has limited resources to support the significant number of customizations that have become burdensome to maintain; every upgrade requires reconfiguring the customizations for a new TAM version.

A new solution needs to be identified and implemented quickly to replace TAM with an ATS that offers intuitive, user-friendly tools to help candidates find the right opportunities in government, while helping hiring managers and HR professionals effectively recruit, track, and hire the right talent. An optimal cloud-based solution was sought to cover all requirements including features that help recruiters source and contact candidates using the latest technology, post open requisitions to job boards, filter and screen resumes, schedule interviews, administer paperless offer letters, and onboard new hires utilizing the most up-to-date online forms processing technology.

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HR has identified NEOGOV as the preferred ATS to replace TAM. NEOGOV is widely utilized by many other local government entities. HR would like to implement two of NEOGOV's modules: Insight Enterprise and Onboard module with a subscription to their GovernmentJobs employment website.

NEOGOVS Recruit Bundle cohesively integrates an ATS with a public sector-specific job board and an onboarding solution to deliver a faster, more efficient, and compliant recruitment process. Job Openings will automatically be advertised on governmentjobs.com, which greatly expands the audience of all job postings. Applicants can apply to multiple postings and monitor their applications' progress on that same site, creating a convenient and seamless recruiting experience for candidates.

NEOGOVS Insight module allows HR teams to quickly and easily manage all applicants and access recruitment data throughout the application process. Recruiters can list open positions on a company website and accept online applications, while ensuring ADA/Section 508 Compliance. Recruiters can also pre-screen applicants and use auto-scoring to highlight the best candidates, configure screening hurdles and weights, navigate reports and dashboards to help optimize the hiring process by offering data visualization and analysis, and maintain transparency and streamline communication for both the applicant and HR with an online self-service portal.

NEOGOVS Onboard portal helps to communicate organizational culture, provide job clarity, and stay compliant. Attracting a great candidate is only the first step; engaging them after they've been hired is key to making them successful. Effectively onboarding new hires helps them to be productive and engage immediately. This portal will clearly spell out onboarding deadlines while giving new hires the freedom to complete required forms online and at their convenience, leaving more time for HR to engage with their new hires. Additionally, all onboarding paperwork will be converted to electronic format, which will result in County savings due to reduced paper consumption and staff time.

The Riverside County Information Technology (RCIT) TSOC Committee has reviewed and approved of the procurement and implementation of this Software as a Service (SaaS).

Impact on Residents and Businesses

Replacing TAM with NEOGOV will support current operations, reduce expenses, improve customer service, and enhance operational efficiencies.

Additional Fiscal Information

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Costs for this contract will be included in HR's Core Service Rate without a rate increase to other County Departments for FY19/20 or 20/21.

The contract is for one year, renewable in one-year increments for four additional years. Prices may be increased annually by no more than CPI if requested by the vendor 30 days in advance of the renewal.

Annual cost for contract year one is \$214,484, which includes \$25,000 for setup and training, \$129,427 for annual Insight Enterprise licensing, \$42,068 for annual Onboard licensing, and \$17,989 for annual governmentjobs.com job posting subscription.

Annual cost for contract years 2-5 (if renewed) are \$189,484 (excluding any CPI increases).

Each contract year will fall in two different fiscal years. FY19/20 will incur the full \$25,000 setup and training cost, and 2 out of the first 12 months of licensing fees. FY24/24 will incur 10 out of 12 months of the last year of licensing fees.

ITEM	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	TOTAL
Setup and Training	25,000						25,000
Recruit Bundle: includes Insight Enterprise (IN), Onboard (ON), and GovernmentJobs.com (GJC)	31,582	189,484	189,484	189,484	189,484	157,910	947,428
GRAND TOTAL	56,582	189,484	189,484	189,484	189,484	157,910	972,428

Contract History and Price Reasonableness

Human Resources conducted an analysis of available applicant tracking system solutions and identified the NEOGOV is widely utilized by many other local government entities. It was further identified that Omnia Partners, a purchasing organization for public and private sector entities, offered a competitively bid award of the NEOGOV systems via a contract with Insight Public Sector. Human Resources was able to negotiate a deeper discount directly with NEOGOV rather than utilizing the Omnia Partners award. For this reason, the department is requesting a single source purchase direct with NEOGOV which will save over \$21,000 the first year and \$19,000 thereafter for the annual subscription renewals.

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Teresa Summers, Director of Purchasing 4/2/2020


Douglas Ordóñez Jr. 4/2/2020


Megan Gomez, Assistant 3/30/2020


Gregory H. Priamos, Director County Counsel 4/2/2020


Jim Smith, Chief Technology Officer 4/2/2020

Brenda L. Diederichs
Assistant CEO/HR Director

Date: 4/2/2020
From: Brenda Diederichs
To: Board of Supervisors/Purchasing Agent
Via: Mylene Daniels, Deputy HR Director
Subject: Single Source Procurement; Request for NEOGOV SaaS Subscriptions

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. Supplier being requested: Governmentjobs.com, Inc. (dba NEOGOV)

2. Vendor ID: _____

3. Single Source Sole Source

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? (If yes, please provide the approved sole or single source number).

Yes No

SSJ# _____



4a. Was the request approved for a different project?

Yes

No

5. Supply/Service being requested:

(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

Human Resources is requesting to purchase NEOGOV's Recruit Bundle SaaS Subscription in order to meet the needs of an integrated cloud-based Applicant Tracking System.

6. Unique features of the supply/service being requested from this supplier. *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

NEOGOVS is the sole-source provider of software licenses and related services for the following NEOGOV solutions:

- NEOGOV Insight Enterprise - automates the hiring process while meeting Public Sector-specific compliance requirements. HR teams can easily manage all applicants, class specifications, and recruitment data through the hiring cycle while maintaining compliance with the built-in, auditable, and legally defensible hiring process tools complete with applicant, EEO, item analysis, and adverse impact reporting. Insight is also the only Applicant Tracking System that interfaces with the GovernmentJobs.com Job Board. Finally, Insight is the only Applicant Tracking System that aggregates Job Description and Salary Range Information from state and local government organizations across the US, including over 400 in California.
- GovernmentJobs.com Job Board - receives 14.5 million applications annually and is the only job board that interfaces with NEOGOV's Insight platform. It receives job postings from all 50 states and gives Public Sector organizations the ability to tap into a network of 37+ million applicant profiles for all of their vacant positions. Ultimately, GovernmentJobs.com provides a user-friendly interface that benefits both the employer, employee, and applicant through their respective hiring cycles.
- NEOGOV Onboard - enables new hires to become more productive before their first day on the job by electronically streamlining new hire paperwork, processes, and tasks. It is the only onboarding solution that interfaces directly with NEOGOV's Insight Enterprise System through the "New Hire Feed." Additionally, Onboard users are able to leverage electronic forms already built by the NEOGOV community of customers through the Global Form Bank as an additional resource.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The Riverside County Department of Human Resources (HR) has a need for a modern, user-friendly, integrated cloud-based Applicant Tracking System (ATS) solution to ensure the County's hiring practices reflect today's available technology, meets its workforce needs, and utilizes a solution with infrastructure that will make it easy to continue to adapt over time. HR currently utilizes the PeopleSoft 9.0 Talent Acquisition Manager (TAM) system as its ATS, but this on-premise software solution will no longer be supported after the current PeopleSoft upgrade is completed.

An analysis of the current system revealed that functionality is very limited and lacks HR business process requirements such as configurable career sites, candidate self-service portal for scheduling and application status, mobile text notifications, and ad hoc reporting tools. HR has identified NEOGOV as the preferred ATS to replace TAM. NEOGOV is widely utilized by many other local government entities. HR would like to implement two of NEOGOV's modules: Insight Enterprise and Onboard module with a subscription to their GovernmentJobs employment website.

8. Period of Performance: From: 4/7/2020 to 4/6/2025
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)


Description:	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY23/24	Total
One-time Costs:							
Implementation	\$15,000						\$15,000
Training	\$10,000						\$10,000
Ongoing Costs:							
<i>Recruit Bundle includes:</i>							
Insight Enterprise Edition (IN) Subscription	\$15,730.33	\$94,382	\$94,382	\$94,382	\$94,382	\$78,651.66	\$471,910
Onboard (ON) Subscription	\$13,766	\$82,596	\$82,596	\$82,596	\$82,596	\$68,830	\$412,980
GovernmentJobs.com (GJC) Subscription	\$2,084.33	\$12,506	\$12,506	\$12,506	\$12,506	\$10,421.66	\$62,530
Total Costs	\$56,580.66	\$189,484	\$189,484	\$189,484	\$189,484	\$157,903.32	\$972,420

10. Price Reasonableness: *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

Omnia Partners, a purchasing organization for public and private sector entities, offered a competitively bid award of the NEOGOV systems via a contract with Insight Public Sector. Human Resources was able to negotiate a deeper discount directly with NEOGOV rather than utilizing the Omnia Partners award. The discounted rate offered by NEOGOV saves the county over \$21,000 during the first year, and \$19,000 for each year thereafter during each renewal period.

11. Projected Board of Supervisor Date (if applicable): 4/7/2020

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)


Brenda L Diederichs
4-2-2020

Department Head Signature Print Name Date
 (or designee)

 The section below is to be completed by the Purchasing Agent or designee.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2020-10013		
Requested Purchase:	NeoGov		
Department/Agency:	Human Resources		
Primary Contact/Phone:	Mylene Daniels	Alternate Contact/Phone:	Brandi Hune/
Purchase Request Type:			
Describe Requested Purchase:	Neogov Recruit Module- Insight Enterprise Edition (IN) Onboard Subscription GovernmentJobs.com (GJC) Subscription		
Terms:	Is this a Multi Year Contract?: True Length of Contract: 5 Start Date: 6/9/2020 End Date: 6/6/2025 12:00:00 AM Special Terms and Conditions:		
Business Needs Addressed:	Please see attachment.		
Are there other county systems that provide the same functionality?	No		
Business Criticality:	Run the Business, Grow the Business, Transform the Business		
Business Impact:	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies		

Current Cost itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
Recruit/Onboard	Software - New Purchase	INSIGHT	1	\$227,353.04	\$227,353.04	19893.3900	\$247,246.43
Total:							\$247,246.43

Annual Costs				
Item Description	Payment Type	Terms (In Years)	Payment amount	Total Annual Payments
Total:				

Grand Total: \$247,246.43

Accounting String						
To be completed for pass-thru purchases that will be processed by RCIT Only						
%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Department Head or Authorized Designee Signature: Mylene Daniels	Date: 3/12/2020 3:21 PM
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RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended:	By:	Date:
Denial Explanation:		

ACIO Review - ACIO Review Status

Recommended:	BY:	Date:
Denial Explanation:		

CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: <i>yes</i>	By: <i>[Signature]</i>	Date: <i>3/18/2021</i>
Denial Explanation:		

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: <i>yes</i>	By: <i>[Signature]</i>	Date: <i>3/19/2020</i>
Denial Explanation:		

PROFESSIONAL SERVICE AGREEMENT

for

SaaS Subscription for Recruitment and Onboarding

between

COUNTY OF RIVERSIDE

and

GOVERNMENTJOBS.COM, INC. (dba NEOGOV)



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Attachment I – Ordering Form

Attachment II – Price Quote

This Agreement, by and between GOVERNMENTJOBS.COM, INC., dba NEOGOV, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Attachment I, Ordering Form, at the prices stated in Attachment II, Price Quote, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Attachment II. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

1.5 Subject to the terms of this Agreement, CONTRACTOR hereby agrees to provide COUNTY with, and/or access to, its SaaS Applications, Integrations, and Professional Services (each defined below) included or ordered by COUNTY in the applicable Ordering Document.

2. SaaS Subscription Grant

2.1 SaaS Subscription: "SaaS Applications" means each proprietary CONTRACTOR web-based software-as-a-service application that may be set forth on an Order and subsequently made available by CONTRACTOR to COUNTY, and associated components as described in the Service Specifications made available to COUNTY by CONTRACTOR in connection with the provision of SaaS Applications. Subject to and conditioned on COUNTY's and its Authorized Users' compliance with the terms and conditions of this Agreement. CONTRACTOR hereby grants to COUNTY a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for COUNTY's internal purposes; (b) generate, print, and download COUNTY's data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) COUNTY employees and (ii) COUNTY agents, contractors, consultants, and their respective employees, all of which are pre-approved by CONTRACTOR.

2.2 Delivery and Subscription Term: CONTRACTOR shall deliver each SaaS Application by providing COUNTY with online access. When COUNTY accesses CONTRACTOR's SaaS Applications, COUNTY is accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") for up to four additional years, unless terminated earlier with at least thirty (30) days written notice of such party's intention to terminate this Agreement, in accordance with this Agreement. CONTRACTOR shall provide COUNTY access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.

2.3 Content License: Should COUNTY purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), CONTRACTOR grants to COUNTY a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. COUNTY shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. COUNTY shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.

2.4 Program Documentation: Program Documentation shall mean all user guides, training, and implementation material, and Service descriptions provided by CONTRACTOR to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for COUNTY's internal business purposes in connection with its use of the Services.

2.5 Prohibited Access: No person shall access the SaaS Applications if they are a direct competitor of CONTRACTOR or its affiliates. In addition, no person may access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

3. Professional Services

“Professional Services” shall mean professional consulting services purchased by COUNTY in an applicable Ordering Document or Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. CONTRACTOR shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by COUNTY pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before CONTRACTOR shall commence work. If the parties do not execute a separate Scope of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.

4. Service Specifications

“Service Specifications” means the following documents, as applicable to the Services under COUNTY’s Order: Program Documentation, Service Schedules, Terms of Use, Security Statements, Retention, Cookie, and Privacy Policies. The Service Specifications describe and govern the Services. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon COUNTY’s request. All applicable Service Specifications are incorporated into this Agreement. Excluding Service Schedules, CONTRACTOR may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.

5. Maintenance, Modifications and Support Services

5.1 Maintenance: CONTRACTOR maintains CONTRACTOR’s hardware and software infrastructure for the Services and is responsible for maintaining the CONTRACTOR server operation, software delivery, CONTRACTOR database security, and integrity of COUNTY Data stored in the CONTRACTOR database. Preventive system maintenance is conducted by CONTRACTOR from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks.

5.2 Modifications, Updates, and Upgrades: CONTRACTOR may in its sole discretion, periodically modify, update, and upgrade the features, components, and functionality of the Services during the Term. “Update” means any update, bug fix, patch or correction of the Services or underlying CONTRACTOR software that CONTRACTOR makes generally available to its customers of the same module, excluding upgrades. Updates are automatic and available upon COUNTY’s next login to the Services following an update at no additional cost to COUNTY. “Upgrade” means any update of the Services or

underlying CONTRACTOR software such as platform updates, and major product enhancements and/or new features that CONTRACTOR makes commercially available. CONTRACTOR shall have no obligation to provide upgrades to customers and retains the right to offer upgrades free of cost or on a per customer basis at additional cost. CONTRACTOR shall have no liability for, or any obligations to, investments in, or modifications to COUNTY's hardware, systems or other software which may be necessary to use or access the Services due to a modification, update, or upgrade of the Services.

5.3 Training Materials: Primary training of CONTRACTOR Services is conducted by self-review of online materials. CONTRACTOR's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by COUNTY Personnel conducting day-to-day activities.

5.4 Implementation: For Services requiring implementation, CONTRACTOR implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. CONTRACTOR personnel will provide dedicated consultation on best practices for setting up the Services, answer COUNTY questions during the implementation period, and ensure Personnel grasp the system.

5.5 Support: Phone support for the Services is available to COUNTY between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding COUNTY holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request).

6. Contractor Intellectual Property

CONTRACTOR shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by CONTRACTOR including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, updates or upgrades, trademarks, service marks, logos and other distinctive brand features of CONTRACTOR and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the CONTRACTOR Intellectual Property to COUNTY or any of its users. All rights not expressly granted herein are reserved by CONTRACTOR. Other than recommendation use or as required by law, all use of CONTRACTOR Trademarks must be pre-approved by CONTRACTOR prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

7. Data Processing and Privacy

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

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

7.3 Privacy: CONTRACTOR shall process all data in accord with the CONTRACTOR’s Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the CONTRACTOR’s Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein.

7.4 Data Responsibilities: CONTRACTOR will have no responsibility or liability for the accuracy of the COUNTY Data prior to receipt of such data into the Services. COUNTY shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom COUNTY Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any COUNTY Data inside and outside the Services (including any personally identifiable information), and (iv) COUNTY database(s). CONTRACTOR is not responsible for lost data caused by the action or inaction of COUNTY or Authorized Users. CONTRACTOR recommends COUNTY backup their Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, COUNTY shall not maintain any health,

payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

7.5 Service Usage: CONTRACTOR may set forth Fees for designated levels of usage and data storage within each SaaS Application (each a “Storage Quota”), beginning with the Fees payable by COUNTY for the levels of usage and data storage in effect as of the Effective Date. CONTRACTOR will use commercially reasonable efforts to notify COUNTY in writing if COUNTY has reached 80 percent of its then current Storage Quota and COUNTY may increase its Storage Quota and corresponding Fee obligations in accordance with CONTRACTOR’s then current usage price tiers. COUNTY acknowledges that exceeding its then-current Service Allocation may result in service degradation for COUNTY and other CONTRACTOR customers and agrees that (i) CONTRACTOR has no obligation to permit COUNTY to exceed its then-current Storage Quota and (ii) COUNTY is not entitled to any Service Level Credit for periods during which COUNTY exceeds its then-current Storage Quota, regardless of whether the Services fail to meet any availability requirement during such period.

7.6 External Breach: In the event of a security breach, as defined by applicable law, by anyone other than COUNTY employee, contractor, or agent, upon discovery of such breach, CONTRACTOR will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) notify COUNTY of the security breach, its nature and scope, and the remedial actions CONTRACTOR will undertake as determined solely by CONTRACTOR.

7.7 Internal Breach: In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, COUNTY shall have sole responsibility for initiating remedial actions and COUNTY shall notify CONTRACTOR immediately of the breach and steps COUNTY will take to remedy the breach.

8. Representations, Warranties, and Disclaimers

8.1 Configurable Services: The Services can be used in ways that do not comply with applicable laws and it is COUNTY’s sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall CONTRACTOR be responsible or liable for COUNTY’s failure to comply with applicable law in connection with COUNTY’s use of the Services. CONTRACTOR is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by COUNTY.

8.2 Services Do Not Constitute Advice or Credit Reporting: CONTRACTOR does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which the COUNTY uses the Services. COUNTY ACKNOWLEDGES AND AGREES

THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY COUNTY AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT COUNTY REQUIRES ANY SUCH ADVICE, COUNTY REPRESENTS THAT IT WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. COUNTY ACKNOWLEDGES THAT CONTRACTOR IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.

8.3 No Control of HR Practices: COUNTY acknowledges that CONTRACTOR exercises no control over COUNTY's specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. COUNTY further agrees and acknowledges that CONTRACTOR does not have a direct relationship with COUNTY employees and that COUNTY is responsible for all contact, questions, COUNTY Data updates and collection, with COUNTY employees. In addition, COUNTY is responsible for the privacy (including COUNTY's own privacy policies governing COUNTY's processing of Customer Data), collection, use, retention and processing of COUNTY's Data, and providing any and all notices and information to COUNTY employees regarding the foregoing, in compliance with all applicable laws. CONTRACTOR hereby disclaims all liability arising from COUNTY's decisions and from harmful data or code uploaded to the Service by VOUNTY and/or COUNTY employees, contractors or agents.

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

8.5 No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND COUNTY'S

USE OF THE SERVICES IS AT ITS OWN RISK. CONTRACTOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

8.6 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. CONTRACTOR DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE CONTRACTOR SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT COUNTY'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH CONTRACTOR WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CONTRACTOR CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

9. Trial and Beta Services; Integrations

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

10. Relay of Content

CONTRACTOR relays content including, but not limited to, resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters, and other materials. COUNTY acknowledges that COUNTY is asking CONTRACTOR to send this content on COUNTY's behalf. CONTRACTOR processes, monitors, reviews, stores, and analyzes such content for data analysis, quality control, enforcement of the Terms of Use, security, content moderation, and to improve the SaaS Applications. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. CONTRACTOR must notify COUNTY immediately in such an event.

11. Text Message Communications

CONTRACTOR may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource

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

12. Publicity

Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.

13. Period of Performance

13.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for twelve (12) consecutive months, unless terminated earlier. Thereafter, SaaS Subscriptions may be renewed annually for up to four (4) additional years. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

13.2 CONTRACTOR shall deliver each SaaS Application by providing COUNTY with online access. When COUNTY accesses CONTRACTOR's SaaS Applications, COUNTY is accepting it for use in accordance with this Agreement.

14. Compensation

14.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Attachment II, Price Quote. Maximum payments by COUNTY to CONTRACTOR for the initial term shall not exceed two hundred fourteen thousand, four hundred eighty-four dollars (\$214,484.00), including all expenses. Terms thereafter shall not exceed one hundred eighty-nine thousand, four hundred eighty-four dollars (\$189,484.00) annually, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless

otherwise specifically stated in Attachment II, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

14.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed three percent (3%) from the previous term, review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

14.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY HUMAN RESOURCES DEPARTMENT
ATTN: ACCOUNTS PAYABLE
4080 LEMON ST. 7TH FLOOR
RIVERSIDE, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HRARC-PO-0001966); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually in advance for each renewal term.

14.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “annually” in advance for each renewal term. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

14.5 Subscription Fees are based upon the COUNTY’s employee count and the amount of COUNTY Data CONTRACTOR maintains in its systems for COUNTY. COUNTY shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid.

15. Alteration or Changes to the Agreement

15.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

15.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall

excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

16. Termination

16.1. County may terminate this Agreement for convenience by providing written notice to Contractor of its intent to terminate within ninety (90) days from the date of mutual contract execution ("Termination for Convenience"). Termination for Convenience shall be effective upon Contractor's receipt of County's written notice to Terminate for Convenience. In the event County elects to invoke its right to Terminate to Convenience, County shall receive a pro-rata refund of all Fees for the unutilized Subscription Service(s) and accompanying incomplete Professional Services under the applicable Order. Customer's right to Terminate for Convenience shall expire upon ninety (90) days passing from contract execution, and the Parties may terminate the Service(s) in accordance with the remainder of this Agreement.

16.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

16.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

16.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

16.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

16.6 Upon expiration or any termination of this Agreement, COUNTY shall cease all use and refrain from all further use of the Services and any other intellectual property owned by CONTRACTOR and used by COUNTY in accordance with this Agreement. Unless otherwise specified, after expiration or

termination of this Agreement CONTRACTOR may remove COUNTY's Data from CONTRACTOR Services and without COUNTY's consent or notice.

16.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

16.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

17. Intentionally Omitted

18. Conduct of Contractor

18.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

18.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

18.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

19. Inspection of Service; Quality Control/Assurance

19.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

19.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

20. Independent Contractor/Employment Eligibility

20.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

20.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal

statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

20.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

20.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

20.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

20.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

21. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

22. Disputes

22.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

22.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

23. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

24. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

25. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

26. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

27. Confidentiality

27.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

27.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

28. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

29. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

HUMAN RESOURCES DEPARTMENT
4080 LEMON ST., 7TH FLOOR
RIVERSIDE, CA 92501

CONTRACTOR

GOVERNMENTJOBS.COM, INC.,
(dba NEOGOV)
300 CONTINENTAL BLVD., STE 565
EL SEGUNDO, CA 90245

30. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

31. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

32. Hold Harmless/Indemnification

32.1 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

33. Insurance

33.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. [Intentionally Omitted]

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope

of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

34. Intellectual Property Indemnification

34.1 Indemnity: Subject to subsections (34.2) through (34.4) of this Section, if a third party makes a claim against COUNTY that any CONTRACTOR's intellectual property furnished by CONTRACTOR and used by COUNTY infringes a third party's intellectual property rights, CONTRACTOR will defend the COUNTY against the claims and indemnify the COUNTY from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by CONTRACTOR, if COUNTY does the following:

- i. Notifies CONTRACTOR promptly in writing, not later than thirty (30) days after COUNTY receives notice of the claim (or sooner if required by applicable law);
- ii. Gives CONTRACTOR sole control of the defense and any settlement negotiations; and
- iii. Gives CONTRACTOR the information, authority, and assistance CONTRACTOR needs to defend against or settle the claim.

34.2 Alternative Resolution: If CONTRACTOR believes or it is determined that any of the Services may have violated a third party's intellectual property rights, CONTRACTOR may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, CONTRACTOR may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

34.3 No Duty to Indemnify: CONTRACTOR will not indemnify COUNTY if COUNTY alters the Service or Service Specifications, or uses it outside the scope of use or if COUNTY uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service

Specifications which was provided to COUNTY, or if the COUNTY continues to use the infringing material after the subscription expires. CONTRACTOR will not indemnify the COUNTY to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by CONTRACTOR. CONTRACTOR will not indemnify COUNTY for infringement caused by COUNTY's actions against any third party if the Services as delivered to COUNTY and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. CONTRACTOR will not indemnify COUNTY for any intellectual property infringement claim(s) known to COUNTY at the time subscription rights are obtained.

Exclusive Remedy: This Section provides the exclusive remedy for any intellectual property infringement claims or damages against CONTRACTOR.

35. General

35.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

35.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

35.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

35.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

35.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

35.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

35.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

35.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

35.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

35.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

35.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

35.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

35.11 Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, COUNTY'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR

BUSINESS STOPPAGE, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

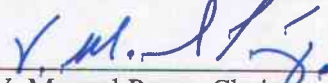
35.12 Limitation. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, COUNTY'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF CONTRACTOR INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY CONTRACTOR FROM COUNTY DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

GOVERNMENTJOBS.COM, INC., dba NEOGOV

By: 
V. Manuel Perez, Chairman
Board of Supervisors

By: _____
Paul Raspudic
Strategic Account Director

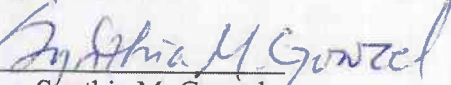
Dated: APR 07 2020

Dated: _____

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Cynthia M. Gunzel
Chief Deputy County Counsel

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

GOVERNMENTJOBS.COM, INC., dba NEOGOV

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

By: _____
Name: PAUL RASUDIC
Title: STRATEGIC ACCOUNT DIRECTOR

Dated: _____

Dated: 4/3/2020

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

NEOGOV™

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

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

ATTACHMENT II

PRICE QUOTE ORDER SUMMARY

ORDER FORM

Non-Recurring Fees

LINE	DESCRIPTION ¹	NON - RECURRING FEES
	NEOGOV SERVICES <u>List Price: \$45,000.00 (~56% Discount)</u>	
12	Implementation (All onsite travel costs will be billed to customer) <u>DISCOUNTED</u>	\$15,000.00
13	Training (All onsite travel costs will be billed to customer) <u>DISCOUNTED</u> • Additional training options available by request	\$10,000.00
	SUB-TOTAL	\$25,000.00
	ORDER TOTAL	\$214,484.00

¹ More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Order Summary are not included. Customers may request a quote for these services at their discretion through the term of this contract.

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

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

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

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