NOTICE OF AWARD OF CONTRACT

TO: NEOGOV.
222 N. SEPULVEDA BLVD., SUITE 2000
EL SEGUNDO, CA  90245

DATE ISSUED: MAY 13, 2014

CONTRACT NO: 645-14
INTEGRATED WEB-BASED RECRUITING & APPLICANT MANAGEMENT SYSTEM

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JULY 31, 2020.

The contract documents consist of the terms and conditions of Rider Agreement No. 645-14, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
Refer to City of Charlottesville VA County Contract No. 4600001048 (Attached)

ATTACHMENTS:
1. Rider Agreement 645-14
2. City of Charlottesville VA County contract documents:
   - Acceptance agreement (Contract 4600001048)
   - Notice of award

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MATT OROZCO VENDOR TEL. NO.: 310-658-5713
VENDOR PAYMENT TERMS: NET 30 DAYS VENDOR FAX. NO.: 310-426-6305
COUNTY CONTACT: SANDY DEGRAY COUNTY TEL. NO.: 703-228-3301

CONTRACT AUTHORIZATION DISTRIBUTION

Loretta Gonzales, CPBE 5/13/14 DATE BID FOLDER: 1
Procurement Officer
RIDER AGREEMENT NO. 645-14

INTEGRATED WEB-BASED RECRUITING & APPLICANT MANAGEMENT SYSTEM

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between NEOGOV, 222 N. Sepulveda Blvd., Suite 2000, El Segundo, CA 90245 ("Contractor"), a California corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Integrated Web-Based Recruiting & Applicant Management System Contract Number 4600001048.) and Exhibit B (Arlington County Rates), together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by City of Charlottesville VA and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with City of Charlottesville VA, and substituting the phrases “County Board of Arlington County” or “Arlington County”, as appropriate, for the phrase City of Charlottesville VA wherever that phrase appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

This Agreement rides a competitive procurement process conducted by the City of Charlottesville, VA. The Contractor desires to extend to the County the same pricing as the Contractor’s agreement with the City of Charlottesville VA.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor’s provision of services for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than July 8, 2014 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if City of Charlottesville VA renews their agreement identified in Exhibit A, the County may elect to renew this Agreement for Six, One year terms under the same contract unit prices for not more than Six additional twelve (12) month period from July 8, 2015 to July 31, 2020 ("Subsequent Contract Term").

However, if City of Charlottesville VA does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of City of Charlottesville VA’s contract expiration date.
3. **CONTRACT PRICING**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. **SCOPE OF WORK**
The Contractor agrees to provide the services described in the Contract Documents. The primary purpose of the Work is to provide Web-Based Recruiting, Applicant Management and Onboarding System and Related Services as defined in Contract 4600001048.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. **PAYMENT TERMS**
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing
completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

9. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by
or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work.
called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.
The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
NEOGOV
222 n. Sepulveda Blvd., Suite 2000
El Segundo, CA 90245

TO THE COUNTY:
Sandy Degoy, Project Officer
2100 Clarendon Blvd., Suite 500
Arlington VA 22201

AND
Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

19. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, and telephone number (703) 228-3060.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:____________________

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 5/13/14

NEOGOV
AUTHORIZED
SIGNATURE:____________________

NAME AND
TITLE: Scott LeFevereau, President
DATE: 4/17/14

645-14
NeoGov
# AGREEMENT No. 645-14
## EXHIBIT B - ARLINGTON COUNTY RATES

### PUBLIC SECTOR

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*Click on a photo to see social networking updates and email messages from the person.*
AGREEMENT FOR INTEGRATED WEB-BASED RECRUITING, APPLICANT MANAGEMENT AND ONBOARDING SYSTEM AND RELATED SERVICES

THIS AGREEMENT is made and entered into this 5th day of June, 2013, by and between the CITY OF CHARLOTTESVILLE VIRGINIA (hereinafter "City"), a political subdivision of the Commonwealth of Virginia, and GOVERNMENTJOBS.COM dba NEOGOV (hereinafter "Contractor"), a corporation licensed and registered to do business in the Commonwealth of Virginia.

"This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment."

In consideration of the mutual covenants and promises herein stated, the City and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES
For the compensation specified within Section 3, herein, Contractor shall provide an Integrated Web-Based Recruiting, Applicant Management and Onboarding System and related services per proposal RFP/RECRUIT-APPMGMT/13-43 and contractor’s response to same dated November 27, 2012 and all subsequent negotiations all of which are incorporated herein.

2.0 TERM
This agreement shall remain in effect one year beginning on the date this contract is ratified with the option to renew under the terms of the original agreement for up to six (6) additional one year terms if agreed upon in writing by both parties.

3.0 COMPENSATION
Contractor shall provide the Service(s) for the following compensation: See EXHIBIT A.

Additional Services for Customization: $215.00 per hour
Facebook Advertising Services: $500.00 annually
Contract Renewal Pricing: The contractor agrees to hold contract pricing flat for each renewal period.

4.0 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.0 PAYMENT BY THE CITY
(A) The City shall pay for completed services and delivered goods, on or before the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of this agreement for the delivery of goods or the completion of services; or (ii) if such date is not established by this agreement, not more than forty-five days after goods or services are received or not more than forty-five days after an invoice in a form acceptable to the City is rendered, whichever is later.

(B) Invoices and other requests for payment must be supported by documentation acceptable to the City, in its sole discretion, confirming that the goods or services referenced within the invoice have been delivered or performed in accordance with this Agreement. Within twenty days after the receipt of an invoice from the Contractor for goods delivered or services completed, the City shall
notify the Contractor of any defect or impropriety which would prevent payment by the required payment date. Contractor must submit an invoice for final payment within thirty days after completion and acceptance by the City of the services to be performed or after the City’s acceptance of the goods, whichever is applicable.

(C) If Contractor is an individual, then he shall provide the City with his Social Security Number on or before commencement of performance of this Agreement. If Contractor is a proprietorship, partnership, or corporation Contractor shall provide its federal employer identification number(s) to the City on or before its commencement of performance of this Agreement.

(D) The City agrees to pay the Contractor upon the satisfactory execution of this Agreement, in lawful money of the United States according to the following mutually agreed upon schedule:

(I) The City shall pay annually for software license and maintenance support.

6.0 PAYMENT OF SUBCONTRACTORS
(A) Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City for work performed by a subcontractor:
1. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or
2. Notify the City and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(B) Contractor shall pay interest to subcontractors on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City for work performed by the subcontractor, except for amounts withheld as allowed in subdivision A 2 of this section. Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent per month. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. No contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

(C) Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as stated in this section, with respect to each lower-tier subcontractor.

7.0 CONTRACT DOCUMENTS
This agreement shall consist of this Form of Agreement, the City of Charlottesville’s original Invitation for Bids/Request for Proposals, including all addenda, general and special conditions, specifications and drawings, the bid/offer submitted by the contractor, together with all modifications thereof, all of which documents are incorporated herein.

In the event of any conflict between terms and conditions on Exhibit A and this agreement then this agreement shall take precedence over Exhibit A.

8.0 CONTRACT ADMINISTRATOR
The individual named below will service as the Contract Administrator and will be the point of contact at the City of Charlottesville for day-to-day operations under this Agreement. The Contract Administrator cannot approve amendments or price changes to this Agreement. The Contractor will channel all communications through:

Name: Matt Reges, MPA
Title: Human Resources Assistant
City of Charlottesville, Human Resources
Address: PO Box 911, Charlottesville, VA 22902

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Agreement for Integrated Web-Based Recruiting, Applicant Management and OnBoarding System and related services City of Charlottesville – Human Resources 
June 2013

Phone: 434-970-3565
Email: recrutm@charlottesville.org

The Contractor will not make any commitments or comments, or actions on behalf of the City of Charlottesville without the explicit direction of the Contract Administrator. The City reserves the right to change its Contract Administrator upon notice to the Contractor.

9.0 INDEMNIFICATION
Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor’s subcontractors, agents or employees in the performance of Contractor’s or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

10.0 NON-APPROPRIATION CLAUSE
Payment and performance obligations of the City, beyond the initial year of this Agreement, are expressly conditioned upon the availability of and appropriation by the City of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City’s obligations hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time following City Council’s adoption of a budget, the City shall provide the Contractor with written notice of any non-appropriation or unavailability of funds affecting this Agreement.

11.0 NONDISCRIMINATION
During the performance of this contract, Contractor agrees as follows:

(A) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.

(B) Contractor will, in all solicitations or advertisements for employees, state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.

(C) Contractor agrees as follows: (i) to provide a drug-free workplace for the contractor’s employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees are prohibited from engaging in the unlawful

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(D) Contractor will include the provisions of the foregoing paragraphs (A) and (B) in every subcontract or purchase order of over ten thousand ($10,000), so that such provisions will be binding upon each subcontractor or vendor.

12.0 CONFLICTS OF INTEREST
The Contractor represents to the City that its entering into this Agreement with the City and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Acts (Va. Code 2.2-3100 et seq.), the Virginia Ethics in Public Contracting Act (Va. Code 2.2-4367 et seq.), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq.) or any other applicable law or regulation.

13.0 CONTRACTUAL CLAIMS
Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor’s intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City’s Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

14.0 WORKER’S COMPENSATION INSURANCE REQUIRED
Contractor shall not perform any work on this project unless he has obtained, and continues to maintain for the duration of such work, such workers’ compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall not allow any subcontractor to perform any work on a City construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker’s compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

15.0 INSURANCE REQUIRED
a. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.

b. Employer’s Liability - $100,000. This policy shall specifically list Virginia as a covered state.

c. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.

d. Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than $1,000,000 ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the City. Upon execution of this Agreement, Offeror shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Offeror’s insurance company(ies). Confirming the Required Insurance and the beginning and ending date(s) of Contractor’s policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the City. Offeror’s failure to comply with any of the requirements of this
Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Offeror and without penalty to the City.

Contractor may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Contractor's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Contractor and without penalty to the City.

16.0 ENDORSEMENTS TO REQUIRED INSURANCE POLICIES

Each insurance policy required by this Agreement shall be endorsed to include the following clauses ("Required Endorsements"): 

(A) Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 30 days in advance; and 

(B) The City of Charlottesville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects the operations and activities of (or on behalf of) the named insured, performed under contract with the City of Charlottesville.

17.0 PROOF OF INSURANCE

Contractor shall provide the City with one or more certificate(s) of insurance confirming the insurance required by this Agreement, signed by a person authorized by the insurance company to bind it to the representations contained therein. These certificates shall be provided to the City by Contractor upon execution of this Agreement, then again (without demand by the City) on or before the expiration date of any policy and upon each anniversary of the Commencement Date of this Agreement. Also, a certificate of insurance shall be provided to the City by the Contractor at other times throughout the Term of this Agreement within ten days of a request therefor by the City. Upon demand by the City, Contractor shall furnish the City with copies of the Contractor’s insurance policies, together with the Required Endorsements.

18.0 RECORD KEEPING (Good for Contracts Pertaining to Grant Funds)

In accordance with generally accepted accounting procedures, the Contractor shall maintain books and records pertaining to the funds received from the City and amounts expended by it in connection with this Agreement. The Contractor shall maintain such books and records for a period of at least three (3) years following the expiration or earlier termination of this Agreement. Upon request the City shall be entitled, at its own expense, to obtain an audit of all funds received and expended by the Contractor under this Agreement. Upon receipt of notice that the City desires an audit, the Contractor shall make its books and records available to the City and its auditor(s), and the Contractor shall cooperate with the audit.

19.0 SMALL, DISADVANTAGED, WOMEN-OWNED AND MINORITY (SWAM) BUSINESS REPORTING:

The Contractor will identify and fairly consider small, disadvantaged, women-owned or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the City under this Agreement. The Contractor will submit a quarterly SWAM business report to the City by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Contractor will submit the quarter SWAM business reports to:

Finance Department
Procurement & Risk Management Services Division
E-mail: purchasing@charlottesville.org

The quarterly SWAM business reports will contain the following information:

- SWAM firms' name, address and phone number with which the Contractor has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the City's account.
20.0 PUBLIC DISCLOSURE OF CONTRACT DOCUMENTS
Contractor acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.) and the Virginia Public Procurement Act (§ 2.2-1300 et seq.). Trade secrets or proprietary information submitted by the Contractor to the City in connection with this procurement transaction shall not be subject to public disclosure, provided that the Contractor timely invoked the protection of Va. Code § 2.2-3342 (F), prior to or upon submission of the data or materials to the City, in the manner prescribed by that statute.

21.0 CONTRACTOR'S CONTACT PERSON
Contractor’s designated representative to receive all communications, claims and correspondence regarding this Agreement is:

Name: Scot L. Elmore
Title: President
GovernmentJobs.com dba Neogov
Address: 222 N. Sepulveda Blvd, Suite 200, El Segundo, CA 90245
Phone: 310-426-6305
Email: scott@neogov.com

22.0 INDEPENDENT CONTRACTOR
Neither Contractor, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. Contractor shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

23.0 MODIFICATION
This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereeto in the same manner and with the same formality as this Agreement. Notwithstanding the foregoing, no fixed price contract may be increased by more than ten percent (10%) of the amount of the contract without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

24.0 BINDING EFFECT OF AGREEMENT
The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.

25.0 SEVERABILITY
In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

26.0 INTERPRETATION OF PROVISIONS
In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties’ agreement.
Agreement for Integrated Web-Based Recruiting, Applicant Management and OnBoarding System and related services City of Charlottesville – Human Resources
June 2013

27.0 HEADINGS
Section, article and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

28.0 NO WAIVER OF RIGHTS
No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Contractor shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Contractor, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City’s right to terminate this Agreement.

29.0 NO ASSIGNMENTS
Contractor shall have no right to assign, in any manner or fashion, any of the rights, privilege or interests accruing to it under this Agreement to any other individual or entity, without the prior written consent of the City. In the event of an assignment Contractor shall remain fully liable for the performance of all obligations imposed by this Agreement unless otherwise agreed, in writing, by the City.

30.0 INTELLECTUAL PROPERTY RIGHTS/DISCLOSURE
Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video image, photographs or papers of any nature including software or computer images prepared or provided by the Contractor (or its subcontractors) for the City will not be disclosed to any other person or entity without the written permission of the City. The Contractor warrants to the City that the City will own all rights, title and interest in and any and all intellectual property rights created in the performance or otherwise arising from any agreement resulting from this RFP and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. The Contractor will execute any assignments or other documents needed for the City to perfect such rights.

31.0 GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All litigation arising out of this Agreement shall be commenced and prosecuted in the federal, state or local court(s) having jurisdiction within the City of Charlottesville, Virginia.

32.0 USE OF AGREEMENT BY THIRD PARTIES
It is the intent of this Agreement to allow for cooperative procurement (Va. Code 2.2-4304 et seq). Accordingly, other public bodies may access this Agreement if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the Agreement may be extended to other public bodies as described in the RFP to purchase at fees in accordance with the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Participating entities will place their own orders directly with the Contractor and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the City. The City will not be liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Agreement. It is understood and agreed that the City is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive process as the need may be.
Agreement for Integrated Web-Based Recruiting, Applicant Management und OnBoarding System and related services City of Charlottesville – Human Resources
June 2013

33.0 TERMINATION
The City may terminate this Agreement at any time, for any reason or for no reason, upon sixty days’ advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

34.0 ENTIRE AGREEMENT
This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

35.0 CLOSING
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in five copies, each of which shall be deemed an original on the date first above written.

CITY OF CHARLOTTESVILLE:

By: Aubrey Watts
COO/CFO
Date: 7/9/13

CONTRACTOR:

By: Scott Letourneau
(Signature)
Date: 6/18/2013

Title: President

Funds Available:

(Michael Henry)
(Signature)
Date: 7/14/13

Director of Finance or designee

By: Michael Henry
(Print name)

Approved as to Form:

Leslie Beauregard
Budget Director
Date: 7/14/13

City Attorney
Date: 7/14/13
Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 6th day of June, 2013, by and between GovernmentJobs.com, Inc., a California corporation (d/b/a “NEOGOV”), and the City of Charlottesville, Virginia a public entity acting by and through its duly appointed representative (“Customer”).


(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the “Services”) more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

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

(a) NEOGOV’s logos, including the "powered by" logo, may appear on the “employment opportunities”, “job description” and other pages of Customer’s web site.

(b) Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV’s system.


(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV’s system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV’s software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV’s software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV’s trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer’s standard guidelines and requirements for use of such trademarks and logos.
5. **NEOGOV Representations and Warranties.**

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

(b) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

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

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party’s rights under this Agreement, each party may be exposed to the other party’s technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party’s need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the Commonwealth of Virginia, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party’s Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party’s trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV’s Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV’s applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV’s prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or
services that may be described in or offered through Customer’s web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer’s web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV’s total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV’s gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein (“Initial Term”).

(b) This Agreement may be renewed for additional terms (“Renewal Term”) equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of Customer’s data contained in NEOGOV’s system. The structure of the relational database will be specific to the Customer’s data and will not be representative of the proprietary NEOGOV database.


(a) Initial Term. See Exhibit A (Order Form).

(b) Renewal Term(s). For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect.

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV’s reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also
understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. Miscellaneous. Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

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

__________________________

__________________________

Scott Letourneau
President

6/18/2013
Order Form

EXHIBIT A – ORDER FORM

Customer: City of Charlottesville
325 4th St., NW
Charlottesville, VA 22903

Bill To: City of Charlottesville
325 4th St., NW
Charlottesville, VA 22903

Quote Date: 4/15/2013
Valid From: 4/15/2013
Valid To: Today plus 30 days
Requested Service Date: TBD

Revision: 1
Order Number: Initial Term: 12 Months

Order Summary

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<thead>
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<th>Line</th>
<th>Description</th>
<th>Annual Recurring Cost</th>
<th>Non-Recurring Cost</th>
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<td>Included</td>
</tr>
</tbody>
</table>

Sub Total (excluding optional services): $11,500.00
Order Total: $11,500.00

1More 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.

2NEOGOV OnBoard is an optional service. The City may elect to purchase and implement ON at its sole discretion.

NOTE: All pricing listed shall remain capped for all renewal terms within the associated contract agreement.
Order Form

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment
- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection
- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

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

Reporting and Analysis
- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

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

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM
* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM
Order Form

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)
Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software
Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

2.0 GovernmentJobs.com Subscription
Includes dedicated GJC subscription for the customer.

3.0 NEOGOV Onboarding (ON) - OPTIONAL

3.1 License Subscription to NEOGOV ON
- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments

Unlimited Customer Support (6:00 AM – 6:00 PM PT)
Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software
Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

3.2 Provisioning
The following activities are conducted as part of the Onboarding implementation.
- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish a Customer-specific training environment that will be used during training and post-training to allow the Customer to learn the system.

3.3 Training
NEOGOV will provide access to all proposed training. NEOGOV will provide all required user exercises and user guides to the Customer.

Additionally, you will have full access to our Customer Support Help Desk during the training to help new users fully utilize the system. Our existing customers find that this unique implementation approach enables their users to become familiar with the system in a safe environment, promoting system use and leading to a more successful rollout.
Order Form

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter “NEOGOV”) agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PERSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

   Provide all required software and Licenses
   
   • One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement.

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

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

[Signature]

Scott Letourneau
President
6/18/2017