



**SNOHOMISH COUNTY PURCHASING DIVISION
PURCHASE ORDER**

Bill To:
HUMAN RESOURCES
3000 ROCKEFELLER MS 503
EVERETT WA 98201-4046

No. PO 14168

THIS NUMBER MUST APPEAR
ON ALL INVOICES & INQUIRIES

37437

Ship To:

GOVERNMENTJOBS.COM INC
222 N SEPULVEDA BLVD STE 200
EL SEGUNDO CA 90245

Date: 11/18/11

Buyer: LANA PARSONS 425-388-3411

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		NON-CONFIRMING ORDER		
1	1	EA NEOGOV RECRUITMENT AND SELECTION SOFTWARE FOR COUNTYWIDE USE	27,982.50	27,982.50

THIS PO IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SS-043-11. CONTRACT
SIGNED BY GARY HAAKENSEN 11/2/11. SOLE SOURCE CONTRACT APPROVED BY COUNCIL IN
MOTION#11-377 AND ECAF#20047596. 11/18/11 SMB

SUBTOTAL 27,982.50
TOTAL 27,982.50

BID NO:

AUTHORIZED SIGNATURE:

Subject to terms and conditions listed on reverse side.

11/23/11

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 28th day of September, 2011, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **County of Snohomish, Washington** a public entity acting by and through its duly appointed representative ("Customer").

1. Definitions

- 1.1 **Critical Defect** means any Defect that (a) severely impacts the Customer's ability to use the Software or the System of NEOGOV's ability to provide Services, or (b) has a significant financial impact on the Customer.
 - 1.2 **Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and / or (2) any failure of NEOGOV to perform the Services in accordance with the Service Level Standards.
 - 1.3 **Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Software; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed, electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Software, including but not limited to the Functional Specifications and Software Acceptance Plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.
 - 1.4 **Functional Capabilities** shall mean those specifications to which the Software and the System shall conform as set forth in NEOGOV Functional Capabilities Checklist.
 - 1.5 **Performance Standards** means, collectively the warranties and performance standards set forth in Exhibit A.
 - 1.6 **Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and Maintenance Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.
 - 1.7 **Service Level Standards** means the service level standards set forth in Exhibit A.
- System** means the Deliverables to be installed and integrated so as to be operational at the County Site.

2. Provision of On-line Services.

- (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 responsibilities hereunder.

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.

6. NEGOV Representations and Warranties.

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

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, 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. NEOGOV WILL TAKE ALL REASONABLE AND NECESSARY MEASURES TO PREVENT A SECURITY BREACH OF THE SERVICE, IN ACCORDANCE WITH INDUSTRY STANDARD BEST PRACTICES AND THE ATTACHED NEOGOV SECURITY POLICY.

(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 ALL COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR.

7. **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 and in Section 8, 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.

8. **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

b. Patent and Copyright Indemnity

NEOGOV shall protect, indemnify, defend and save harmless the Customer from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the Customer gives NEOGOV prompt notice of any infringement claim brought against the Customer regarding the Software and the Customer gives NEOGOV information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, NEOGOV shall, in its reasonable judgment and at its option and expense: (i) obtain for the Customer the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if NEOGOV cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the Customer. Before final payment is made on this Agreement, NEOGOV shall, if requested by the Customer, furnish acceptable proof of a proper release from all such fees or claims. NEOGOV shall have no liability to indemnify or defend the Customer to the extent the alleged infringement is based on: (i) a modification of the Software the Customer or others authorized by the Customer but not by NEOGOV; or (ii) use of the Software by other than in accordance with the Documentation. If the Customer is required to defend itself or enter into a settlement agreement due to NEOGOV's failure to defend, NEOGOV shall indemnify the Customer for its costs and expenses as well as any judgment entered against the Customer.

10. Insurance. NEOGOV shall obtain and maintain continuously and for the duration of the Agreement the following insurance:

10.1 Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include the Customer, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the Customer. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

10.2 Workers' Compensation Coverage as required by the Industrial Insurance laws of the State of Washington. NEOGOV's obligation shall extend to itself and any subcontractors working on behalf of NEOGOV and must be obtained before performing any work under the Agreement. The Customer will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for NEOGOV, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

10.3 Professional Technical Liability insurance appropriate to NEOGOV's profession with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.

NEOGOV's insurance coverage shall be primary insurance with respect to the Customer. Any insurance or self-insurance coverage maintained by the Customer shall be excess of

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.

14. Non-Discrimination

The Contractor shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

15. 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.

16. 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 State of Washington, 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.

17. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation or any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in the County of Snohomish, Superior Court. This Agreement shall be governed by the laws of the State of Washington without reference to choice of law provisions.

EXHIBIT A – ORDER FORM

Customer:		Bill To:	
Snohomish County 3000 Rockefeller Ave. Everett, WA 98201 Contact: Norma Middleton norma.middleton@snoco.org, (425) 388-3794		Snohomish County 3000 Rockefeller Ave. Everett, WA 98201 Contact: Norma Middleton norma.middleton@snoco.org, (425) 388-3794	
Quote Date:	9/26/2010	Revision:	1
Valid From:	9/26/2010	Order Number:	
Valid To:	11/30/2010	Initial Term:	12 Months
Requested Service Date:	TBD		

Order Summary

Line	Description	Annual Recurring Cost	Non-Recurring Cost
1.0	Insight Enterprise Edition		
1.1	Subscription License	\$20,625.00	
1.2	Provisioning		\$5,000.00
1.3	Training		\$2,500.00
1.4	GovernmentJobs.com Subscription (Optional)	Not Included	
2.0	New Hire Integration with County HRIS system		
2.1	One Time Fee (\$5,000.00)	Waived	
2.2	Annual Maintenance (annually \$2,000.00)	Waived	
Sub Total:		\$20,625.00	\$7,500.00
Order Total:		\$28,125.00	

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.

- * 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

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

Integration with Customer HRIS to auto-populate data for new hires at no additional charge – listed as New Hire Integration with County HRIS System – waived on fee schedule. NEOGOV offers a standard new hire integration that automatically exports a file of hires to be sent to an FTP site for processing into your HRIS system. Hires include any new hires, rehires, or promotions that have been entered into Insight Enterprise. The data exported is configurable to include the fields that you specify. This can include data such as name, address, gender, ethnicity, hire date, classification code, department code, salary, and custom form fields that your staff create for the hire transaction and enter into the hire personnel action form. This integration is offered as a scheduled batch file process and can be scheduled to run weekly, daily, or multiple times per day

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line (through the customer URL log in or by mailing customersupport@neogov.com) and by telephone (310-426-6304 the toll free NEO.GOV number), Monday – Friday, 6:00 AM – 6:00 PM PT (excluding the following US holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

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.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff

technical difficulties with the Applications, System or Hosting Services managed by NEOGOV.

"Moderate Degradation of Service" shall mean any one application of core function of the Service, or related data, rendered unusable or unresponsive due to technical difficulties with the Applications, System, or Hosting Services managed by NEOGOV.

"Planned Maintenance Downtime" shall mean the time for which the System is unavailable to the Customer for NEOGOV to perform maintenance for security and system integrity purposes and provide System upgrades.

"System Outage" shall mean any complete inaccessibility or usability of the System or related data by the Customer due to technical difficulties with the Applications, System or Hosting Services managed by NEOGOV.

System Availability

The System shall be available 99.99% of the time per month via a secure password protected site(s) hosted by NEOGOV except for: (i) planned maintenance downtime for which the Customer shall have at least forty-eight (48) hours advanced notice and will be planned for Customer non-core business hours; (ii) downtime caused by circumstances beyond Contractor's control including acts of God, acts of government, flood, fire, earthquakes, acts of terror and war, but only to the extent the unavailability was the result of NEOGOV's failure to take reasonable and commercial care to mitigate or prevent such an attack or intrusion.

Service Credits

In the event of a failure of NEOGOV to maintain the general availability of the System as defined in section 2.1 above, the Customer shall be entitled to a credit of service equal to Fifty Seven (\$57) dollars for each failure. The Customer must (i) request all service credits in writing to NEOGOV within thirty (30) days of the availability failure; NEOGOV will issue a credit memo upon receipt of the written service credit request.

Customer Support

NEOGOV shall provide customer support and technical guidance as part of this Agreement.

- (a) Submission of incidents online at the NEOGOV Customer Support portal through the customer URL login or by emailing customersupport@neo.gov.com.
- (a) Telephone support each business day between 6:00 AM and 6:00 PM PST (excluding holidays) at 310-426-6304 the toll free NEO.GOV number.
- (b) The following US holidays are not business days:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - The Day after Thanksgiving
 - Christmas Day

- (d) Technical support twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year (24x7x365) for System Outages.

Service Level Agreement / Response Times

NEOGOV shall provide support response to System inquiries under the following guidelines. NEOGOV shall use all commercially reasonable efforts to resolve incidents according to the Target Resolution Time set forth below.

Type	Priority	Response Time	Target Resolution Time
Incident	1-System Outage	Thirty (30) Minutes	1 Hour
Incident	2-Moderate Degradation of Service	Two (2) Hours within Business Day Hours	3 working days
Incident	3-Minor Degradation of Service	Four (4) Hours within Business Day Hours	120 + Hours (development timeline established and agreed to by County and NEOGOV)
Enhancement Request	N/A	Within Three (3) Business Days	N/A
Customization Request	N/A	Within Three (3) Business Days	N/A

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 PURSUANT 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 access to the System. (\$20,625.00)

Software Provisioning for first half of Insight Enterprise

- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the access to the System. (\$2,500.00)

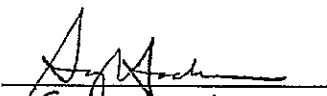
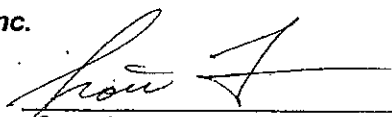
Completion of Training

- One hundred percent (100%) of the training price is payable within thirty (30) days of access to the training materials (\$2,500.00). Training deliverables include full access to the agency specific training environment; user guides and exercises; user training delivered to the core user community; train the trainer


- materials for use with additional users; and full access to Customer Support Help Desk during training.
 - **Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
 - Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (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.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.


Customer	NEOGO, Inc.
Signature: 	Signature: 
Print Name: <u>Gary Haakenson</u>	Print Name: <u>Scott Letourneau</u>
Title: <u>Deputy County Exec.</u>	Title: <u>President</u>
Date: <u>11/22/11</u>	Date: <u>9/22/11</u>

APPROVED AS TO FORM:



Prosecuting Attorney's Office 9/13/11
DATE

APPROVED SOFTWARE PURCHASE:



Department of Information Services 9/13/11
DATE