

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Internet and Recruitment Applicant Tracking System

Contract Summary: Contractor agrees to provide software licenses and other related services related to the internet and recruitment applicant tracking system.

Contract Number: 6488664 Solicitation Number: N/A Requisition Number: SS2021047

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 389536

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

**Sexual Harassment Training Required** (per BL2018-1281): Yes

Estimated Start Date: 04/05/2022 Estimated Expiration Date: 04/04/2027 Contract Term: 60 Months

Estimated Contract Life Value: \$444,838.02 Fund:\* 10101/30202 BU:\* 08126600/31322347  
 (\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Human Resources Department(s) Served: Human Resources/Police

## Prime Contractor Information

Prime Contracting Firm: Governmentjobs.com dba NeoGov ISN#: 14110

Address: 222 N . Sepulveda Blvd, Suite 2000 City: El Segundo State: CA Zip: 90245

Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)

Prime Company Contact: Ana Alfaro Email Address: aalfaro@neogov.net Phone #: 1-888-636-4681

**Prime Contractor Signatory:** Ana Alfaro **Email Address:** aalfaro@neogov.net

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* N/A  
 Amount: N/A Percent, if applicable: N/A

*Equal Business Opportunity (EBO) Program:* Program Not Applicable  
 MBE Amount: N/A MBE Percent, if applicable: N/A  
 WBE Amount: N/A WBE Percent, if applicable: N/A

*Federal Disadvantaged Business Enterprise:* No  
 Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Governmentjobs.com</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Approved Sole Source Form</u>
<u>dba NeoGov</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Governmentjobs.com, Inc. dba NEOGOV** ("CONTRACTOR") located at **222 N. Sepulveda Blvd, Suite 2000, El Segundo, CA 90245** resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Order Form*
  - *Exhibit B – Service Agreement*
  - *Exhibit C – MISA Terms and Conditions*
  - *Exhibit D – Service Level Warranties*
  - *Exhibit E – Affidavits*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide software licenses and other related services related to the internet and recruitment applicant tracking system.

### 3. CONTRACT TERM

#### 3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

### 4. COMPENSATION

#### 4.1. Contract Value

This Contract has an estimated value of \$444,838.02. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

#### 4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

#### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered products and/or services properly authorized by METRO in accordance with this Contract. Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within sixty (60) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services.

#### **4.4. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **4.5. Invoicing Requirements**

CONTRACTOR shall invoice METRO annually for the satisfactorily and accurately delivered/performed products and/or services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.6. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

## 5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

## 5.3. Termination Prior to Renewal

METRO may terminate this Contract at any time upon thirty (30) days written notice from the Effective or Renewal Date to CONTRACTOR. METRO may terminate year four (4) or year five (5) of the Services (each a "Renewal Term") by providing NEOGOV written notice thirty (30) days prior to the commencement of the Renewal Term. If METRO terminates this agreement pursuant to this Section, all Fees that would have become payable during the then-current annual term will become immediately due and payable. METRO will be entitled to a pro-rated refund of the unused portion of prepaid paid fees for Services in the then-current annual term.

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### 6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### 6.3. Covenant of Nondiscrimination

CONTRACTOR has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### 6.4 Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

### 6.5 Americans with Disabilities Act (ADA)

CONTRACTOR does not warrant that the Services fully comply with Section 508 of the Rehabilitation Act of 1973, as amended, and WCAG 2.0 AA with respect to accessibility for individuals with disabilities. In the event the METRO receives complaints or concerns regarding the accessibility of the Services, CONTRACTOR shall, at its sole option, either (a) respond to and attempt to resolve those concerns in a reasonably prompt manner, or (b) provide written notice to the METRO that it will not be able to resolve those concerns. In the event CONTRACTOR notifies METRO that it will not resolve such concerns or otherwise fails to respond to and resolve those concerns in a reasonably prompt manner, METRO shall have the right to terminate this Agreement by written notice to CONTRACTOR and receive a refund of the subscription fees attributable to periods after the date of termination. Such termination and prorated refund shall be the METRO's sole remedy with respect to the matters contained in this section.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ or Contract number on the ACORD document.

### **7.2. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.3. Automobile Liability Insurance**

If coming onto Metro Property to perform scope of services, CONTRACTOR must provide Certificate of Insurance Acord in In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

### **7.4. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### **7.5. Technological Errors and Omissions Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.6. Cyber Liability Insurance**

In the amount of five million (\$5,000,000.00) dollars.

### **7.7. Such insurance shall:**

CONTRACTOR General Liability Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's General Liability Insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees. Any insurance or self-insurance programs covering METRO, its officials, officers, employees shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.8. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV (Preferred Method)**

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) with limits reasonable with respect to the risk and nature of services to be provided by the subcontractor.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

**8. GENERAL TERMS AND CONDITIONS****8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

**8.2. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

**8.3. Confidentiality**

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

#### **8.4. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within seventy-two (72) hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.5. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise intentionally introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software Contractor's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software.

### **8.6. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.7. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.



**8.8. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives. METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

**8.9. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

**8.10. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**8.11. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

**8.12. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

**8.13. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.14. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**8.15. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.16. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.17. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

**8.18. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. No Duty to Indemnify. CONTRACTOR will not indemnify METRO if METRO alters the Service or Service Specifications or uses it outside the scope of use or if METRO 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 METRO, or if METRO continues to use the infringing material after the subscription expires. CONTRACTOR will not indemnify METRO 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 METRO for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by CONTRACTOR. CONTRACTOR will not indemnify METRO for infringement caused by METRO's actions against any third party if the Services as delivered to METRO and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. The Contractor's indemnity does not extend to any loss arising from (i) the negligence or willful misconduct of any of the Indemnified Parties; (ii) third-party materials or Data; (iii) access to or use of the Contractor's materials in combination with any hardware, system, software, network, or other materials or service not provided by Contractor or specified for METRO's use in the Documentation; (iv) modification of the Contractor's Materials other than by or on behalf of Contractor; or with Contractor's written approval in accordance with Contractor's written specification; or (v) failure to timely implement any modifications, upgrades, replacements, or enhancements.

**8.19. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**  
**OR**  
**METRO PURCHASING AGENT**  
**DEPARTMENT OF FINANCE**  
**PROCUREMENT DIVISION**  
**730 2ND AVENUE SOUTH**  
**PO BOX 196300**  
**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request. Contractor may assign or otherwise dispose of this Agreement or any of its contents, or of its right, title or interest therein in the event of a merger, acquisitions or other actual or constructive change of control, regardless of whether Contractor is the surviving or disappearing entity.

**8.20. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**8.21. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.22. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.23. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.24. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: GOVERNMENTJOBS.COM, INC dba NEOGOV

Attention: Ana Alfaro

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

Telephone: 888-NEOGOV1

Fax: N/A

E-mail: aalfaro@neogov.net

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: NATIONAL REGISTERED AGENTS, INC.

Attention: N/A

Address: 300 MONTVUE RD, KNOXVILLE, TN 37919-5546 USA

Email: N/A

**[SPACE INTENTIONALLY LEFT BLANK]**


Contract Number 6488664

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**


**APPROVED AS TO PROJECT SCOPE:**

Shannon Hall   
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.


**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

Michelle R. Hernandez Lane   
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kelly Flannery/TJE   
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Macy Amos   
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR:**

Governmentjobs.com, Inc.  
Company Name

Alex Chun  
Signature of Company's Contracting Officer

Alex Chun  
Officer's Name

Chief Financial officer  
Officer's Title



## Exhibit A - Order Form

NEOGOV ORDER FORM		
NEOGOV: Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: Metro Nashville & Davidson County PO Box 196301 Nashville, TN 37219
Quote Creation Date:		Contact Name: Mary Alice Emigh
Quote Expiration Date:		Contact Email: maryalice.emigh@nashville.gov
Payment Terms	Annual. Net 30 from NEOGOV invoice.	FTE:
Fee Summary		
Service Description	Term	Term Fees
Insight Enterprise Subscription (IN)	Year 1	\$49,980.00
Insight Enterprise Subscription (IN)	Year 2	\$52,479.00
Insight Enterprise Subscription (IN)	Year 3	\$52,479.00
Insight Enterprise Subscription (IN)	Year 4	\$52,479.00
Insight Enterprise Subscription (IN)	Year 5	\$52,479.00
Candidate Text Messaging	Year 1	\$4,410.00
Candidate Text Messaging	Year 2	\$4,630.50
Candidate Text Messaging	Year 3	\$4,630.50
Candidate Text Messaging	Year 4	\$4,630.50
Candidate Text Messaging	Year 5	\$4,630.50
New Hire – IN to HRIS (ftp) (1000)	Year 1	\$3,097.50
New Hire – IN to HRIS (ftp) (1000)	Year 2	\$3,252.38
New Hire – IN to HRIS (ftp) (1000)	Year 3	\$3,252.38
New Hire – IN to HRIS (ftp) (1000)	Year 4	\$3,252.38
New Hire – IN to HRIS (ftp) (1000)	Year 5	\$3,252.38
	<b>Year 1 Total:</b>	<b>\$57,487.50</b>
	<b>Year 2 Total:</b>	<b>\$60,361.88</b>
	<b>Year 3 Total:</b>	<b>\$60,361.88</b>
	<b>Year 4 Total:</b>	<b>\$60,361.88</b>
	<b>Year 5 Total:</b>	<b>\$60,361.88</b>
	<b>Total:</b>	<b>\$298,935.02</b>

### A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

### B. Special Conditions (if any).

1. Insight Initial Term: 5% increase year over year for first 2 years and then locked pricing for 3 years.
2. Candidate Text Messaging Initial Term: 5% increase year over year for first 2 years and then locked pricing for 3 years.
3. New Hire – IN to HRIS Initial Term: 5% increase year over year for first 2 years and then locked pricing for 3 years.

**Exhibit A - Order Form****Order Form**

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")  
 300 Continental Blvd, Suite 565  
 El Segundo, CA 90245  
 United States  
 billing@neogov.com

Customer:

Nashville & Davidson County, Metropolitan  
 Government of (TN)  
 222 Third Avenue North, Suite 200  
 Nashville-Davidson, TN 37201  
 USA

Employee Count: 2,000  
 Order Summary

Quote Number: Q-03222  
 PaymentTerms: Annual,Net 30

**Year 1**

Service Description	Start Date	End Date	Term Price
Onboard Subscription			\$25,319.00
Onboard Training			\$2,000.00
Onboard Setup			\$4,000.00
<b>Year 1 TOTAL:</b>			<del>\$31,319.00</del>

**Year 2**

Service Description	Start Date	End Date	Term Price
Onboard Subscription			\$26,585.00
<b>Year 2 TOTAL:</b>			\$26,585.00

**Year 3**

Service Description	Start Date	End Date	Term Price
Onboard Subscription			\$27,914.00
<b>Year 3 TOTAL:</b>			\$27,914.00

**Year 4**

Service Description	Start Date	End Date	Term Price
Onboard Subscription			\$29,310.00
<b>Year 4 TOTAL:</b>			\$29,310.00

**Year 5**

Service Description	Start Date	End Date	Term Price
Onboard Subscription			\$30,775.00
<b>Year 5 TOTAL:</b>			\$30,775.00

**ONBOARD TOTAL:** **\$145,903.00**



## Exhibit A - Order Form

### A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

### B. Special Conditions (if any).

1. **Optional Renewal:**  
Years 2-5 are considered optional renewal years. "Customer" retains the option to extend the services each renewal year not-to exceed the corresponding amounts for Onboard Subscription costs listed in each renewal year by issuance of a Purchase Order against the Master Contract.

**NEOGOV SERVICES AGREEMENT**

V020121

You agree that by placing an order through a NEOGOV standard ordering document (the “Order” or “Ordering Document”) you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc.(dba “NEOGOV”) and, where applicable, its affiliates; “Customer”, “you”, “your” means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, “you” and “your” as used in these agreement terms shall refer to such entity. “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement (the “Services Agreement”), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document or use of the Services commences (the “Effective Date”).
2. **SaaS Subscription.**
  - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to Customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer 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 Customer’s internal, non-commercial purposes; (b) generate, print, and download Customer 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) Customer employees, agents, contractors, consultants who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
  - b) **Delivery and Subscription Term.** NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are 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 sixty (60) consecutive months, consisting of five (5) twelve (12) month terms for billing and revenue recognition purposes, unless terminated earlier in accordance with this Agreement (the “Initial Term”).
  - c) **Content and Program Documentation.** Should Customer purchase access to SaaS Applications containing audio-visual content (“Licensed Content”), NEOGOV grants to Customer 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. Customer 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. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content. “Program Documentation” shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer 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 Customer’s internal business purposes in connection with its use of the Services.

Professional Services. “Professional Services” shall mean consulting, training services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer 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 NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.

### 3. Term and Termination.

- a) Term. Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

### 4. Service Specifications. “Service Specifications” means Program Documentation, Service Schedules, Security Statements, and Service Level Warranties if applicable. The Service Specifications describe and govern the Services and are incorporated herein by reference. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. Excluding Service Schedules, NEOGOV 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; Support Services.

- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV 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 NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. “Upgrade” means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV 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. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer'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.
- b) Training Materials; Support. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV'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 Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Ordering Document. NEOGOV personnel

will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Authorized User Admins grasp the system.

- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV 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 dependent on the type of case.
  - e) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
6. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV 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 NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV 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.
- a) Customer & Platform Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data. or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer 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 NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes. Customer acknowledges NEOGOV may compile Platform based on Customer Data input into the Services. Customer agrees that NEOGOV may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.
  - b) Privacy Policy; Data Processing Agreement. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU"), or has Authorized Users accessing the Services from the EU, the NEOGOV Data Processing Addendum ("DPA") available at <https://www.neogov.com/service-specifications> is incorporated herein by reference.
  - c) Data Responsibilities. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer 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 Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not

responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

- d) **Breach Notice.** In the event of a data or security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will initiate remedial actions and notify Customer of the breach as required by and in compliance with applicable law. NEOGOV's notification of, or response to, a data breach under this Section will not be construed as an acknowledgement by NEOGOV of any fault or liability with respect to the breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV of the breach and steps you will take to remedy the breach as soon as possible. Customer is solely responsible for complying with data breach notification laws applicable to the Customer and fulfilling any third-party notification obligations related to any data breach(es).
8. **Subcontractors; Third Party Products.** NEOGOV may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor"). "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services. The Services may permit access to Third-Party Products. For purposes of this Services Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. NEOGOV cannot guarantee the continued availability of such Third-Party Products and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the third-party application available for interoperation with the corresponding NEOGOV Service in a manner acceptable to NEOGOV.
9. **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 (a) 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, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). 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 Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, 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 and for a period of three (3) years thereafter 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. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.
10. **Representations, Warranties, and Disclaimers.**
- a) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.
- b) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, 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, OR THAT ANY ERROR WILL BE CORRECTED.



- 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 COMMERCIALY 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.
  - d) Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
  - e) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer'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 NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV 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 Customer. Customer acknowledges that NEOGOV exercises no control over specific human resource practices implemented using the Service or Customer's decisions as to employment, promotion, termination, or compensation of any personnel or Authorized User of the Services. Customer further agrees and acknowledge that NEOGOV does not have a direct relationship with Customer employees and that Customer is responsible for all contact, questions, Customer Data updates and collection, with Customer employees.
11. Customer Compliance. 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 applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer 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.
12. Indemnification.
- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
    - i) Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
    - ii) Gives NEOGOV sole control of the defense and any settlement negotiations; and
    - iii) Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.

- b) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV 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, NEOGOV 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.
- c) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer 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 Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- d) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

### 13. Limitations of Liability.

- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) **CAP ON MONETARY LIABILITY.** WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT BE MORE THAN TWO (2) TIMES THE TOTAL VALUE OF THE CONTRACT TERM IN WHICH THE LIABILITY OCCURRED. 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.

**14. E-Signatures.**

- a) **E-Signature Provisioning & Consent.** NEOGOV E-Forms and other electronically signed services (“E-Signatures”) are provided by NEOGOV for two counterparties (generally a government employer (the “sending party”) subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
- b) **Right to Opt-Out of E-Signatures.** You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
- c) **Electronic Download.** If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdraw your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
- d) **E-Signature Validity.** PLEASE NOTE THAT NEOGOV’S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE’S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV’S E-SIGNATURE’S.

**15. Text Message Communications.** NEOGOV 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. NEOGOV 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. NEOGOV 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. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV 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.

**16. Cooperative Agreement.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New 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 Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity;



- (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.
17. **Publicity.** Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.
  18. **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: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
  19. **Independent Contractor; Third Party Agreements.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
  20. **Entire Agreement; Amendment.** This Services Agreement and documents incorporated herein, the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the NEOGOV Services Agreement and incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. 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.
  21. **General.** This Agreement shall be governed by and construed in accordance with the laws of Customer's State, without giving effect to conflict of law rules. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound,



nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

## Exhibit C – MISA Terms and Conditions

### SECTION A-1

#### General Terms and Conditions

1. **Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
2. **Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than once-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
3. **Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
4. **Access Removal.** If granted access to Metro Government Network or Metro Government Network owned systems, Contractor and its Agents shall only access those systems which they are expressly authorized by Metro Government to access, even if the technical controls in the system do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
5. **Subcontracting/Outsourcing.**
  - 5.1.
  - 5.2.
  - 5.3. **Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.4. **Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, while taking into account the size, complexity, capabilities, technical infrastructure, cost, probability and criticality of risk associated with the processing provided by the Subcontractor.

Contractor is responsible for all subcontractors. Contractor is responsible for fully understanding anyone that has access to Metro Government Information, must be able to provide a list of who has that access, including subcontractors and ensuring that information stays secure regardless of what subcontractor has access.

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

## **SECTION A-2**

### **Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual unauthorized disclosure or use of, or access to, Metro Government Information, or actual loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" and "Customer Data" means all data that is owned or developed by Metro Government, whether provided to Contractor by Metro Government or provided by a third party to Contractor in connection with Contractor's provision of Services to Metro Government, including personnel or job seeker data collected, loaded into, or located in Metro Government data files maintained by Contractor.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.
1. "Contractor Managed System" – any system used by the contractor to fulfill the services of this contract.

## SECTION AST

### **Agent Security and Training**

1. **Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
2. **Information Security Personnel.** If Agents will access or handle Metro Government Information, Contractor shall designate an individual who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
3. **Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1. Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2. Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3. Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4. Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5. Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6. Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
4. **Agent Training.**
  - 4.1. Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
    - 4.1.1. Appropriate identification and handling of Metro Government Information

4.1.1.1. Awareness of confidential ~~information~~ SECTION 1.3.1 requirements;

4.1.1.2. Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3. Procedures for information storage on media or mobile devices (and encrypting when necessary).

- 4.1.2. Education about the procedures for recognizing and reporting potential Information Security Incidents;
- 4.1.3. Education about password maintenance and security (including instructions not to share passwords);
- 4.1.4. Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
- 4.1.5. Education about workstation and portable device protection; and
- 4.1.6. Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
- 4.1.7. Periodic reminders to Agents about the training topics set forth in this section.

4.2. Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

- 4.2.1. Instructions on how to identify Metro Government Information.
- 4.2.2. Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
- 4.2.3. Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
- 4.2.4. Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
- 4.2.5. Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
- 4.2.6. Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5. **Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**SECTION AV**

- 1.**
- 2.**



## SECTION BU

### **Information Backup, Contingency Planning and Risk Management**

#### **1. General.**

- 1.1.** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
  - 1.2.** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
  - 1.3.** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
  - 1.4.** Upon Metro Government's request, and at Metro Government's sole cost, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
  - 1.5.**
- 2. Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.
  - 3. Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
  - 4. Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
  - 5. Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.
  - 6. Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

## SECTION CSP

### Cloud Service Providers

#### **1. Certifications and Compliance.**

- 1.1. Contractor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 16 audit, or equivalent audit, on internal and external Contractor procedures and systems that access or contain Metro Government Information.
- 1.2. Contractor shall adhere to SOC 1/SSAE 16 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by Contractor) applicable to Contractor. Upon Metro's request, Contractor will provide Metro with a copy of the audit results set forth in Contractor's SOC 1/SSAE 16 audit report.
- 1.3. Metro shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that the Contractor fails to produce an acceptable SSAE-16/ SOC-1 Type II report.
- 1.4. The Contractor will ensure that its environment is compliant with the control standards of FISMA (Federal Information Security Management Act) 44 U.S.C. § 3541, et seq.), NIST standards in FIPS 140-2 at the hardware level, FIPS 180, FIPS 198-1, FIPS 199, FIPS 200, and NIST Special Publications 800-53, and 800-60. In addition, the Contractor must provide Metro with any documentation it requires for its reporting requirements within 10 days of a request.
- 1.5. Contractor agrees to comply with all applicable privacy laws.

2. **Data Security.** Metro Government Information, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Government Information over the internet or a wireless network, and will not store any Metro Government Information on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry- standard encryption software approved by Metro.

3. **Use of Subcontractors.** The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro Government Information to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro Government Information, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

4. **Location of Data.** The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. The Contractor shall provide Metro with a list of the physical locations that may contain Metro Government Information within 20 days with updates on a quarterly basis.

5. **Personnel Access.** The Contractor will require all employees who will have access to Metro Government Information, the architecture that supports Metro Government Information, or any physical or logical devices/code to pass an appropriate background investigation.

#### **6. Asset Availability.**

6.1. The Contractor must inform Metro of any interruption in the availability of the hosted cloud service environment as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.

6.2.

#### **7. Misuse of Metro Government Information and Metadata.**

7.1. The Contractor shall not access, use, or disclose Metro Government Information unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro Government Information shall only be for purposes specified in this contract or task order. Contractor shall ensure that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties

hereunder, shall, prior to obtaining access to any ~~SECTION CSP~~ Metro Government Information, sign a contract or task order specific nondisclosure agreement.

- 7.2. The Contractor shall use Metro Government Information only to manage the operational environment that supports Metro Government Information and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

**8. Data Breach and Incident Reporting.**

- 8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.
- 8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.
- 8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer's designee within seventy-two (72) hours of the discovery of any data breach. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

- 9 **Facility Inspections.** The Contractor agrees to have an independent third party or other industry recognized firm conduct a security audit no more than once a year. The audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro within 20 days of the Contractor's receipt of the audit results.

**10. Law Enforcement.**

- 10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro Government Information. This may include the entrant's name, role, purpose, account identification, entry and exit time.
- 10.2. If Customer Data is co-located with the non- Metro Government Information, the Contractor shall isolate Metro Government Information into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

11. **Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement.

12.

13. **Notification.** The Contractor shall notify Metro within 60 minutes of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro Government Information. The Contractor shall cooperate with Metro to take all measures to protect Metro Government Information from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

14. **Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

15.

## SECTION DMH

### **Device and Storage Media Handling**

1. **Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1. Access to the device or media shall require a password or authentication;
  - 1.2. The device or media shall be encrypted using Strong Encryption;
  - 1.3. The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
  - 1.4. The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
  
2. **Media Disposal.**
  - 2.1. Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
  - 2.2. Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
  - 2.3. Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
  - 2.4. Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
  
3. **Media Re-Use.**
  - 3.1. Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
  - 3.2. Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

**SECTION ENC**

**Encryption and Transmission of Information**

1. Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
2. Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
3. Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
4. If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
5. All other forms of Encryption and secure hashing must be approved by Metro Government.

## SECTION IR

### **Incident Response**

1. **Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

1.1. Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

1.2. Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

2. **Incident Response.**

2.1. Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

2.2. Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

## SECTION LOG

### **Audit Logs**

1. **Audit Log Information.** The Product or Service will provide backend infrastructure user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address) or logical identifiers (system name, port).
2. **Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
3. **User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
4. **Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
5. **Audit Log Availability.**
  - 5.1. Contractor shall ensure that backend infrastructure Audit Logs for the Product or Service for the past 90 days are readily accessible online.
  - 5.2. If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 14 days within 10 business days from Metro Government's request.
  - 5.3. At Metro Government's sole cost and expense, Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
  - 5.4. At Metro Government's sole cost and expense, Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
  - 5.5. Contractor shall agree to make all Audit Logs available in a flat file format.

## SECTION NET

### **Network Security**

#### **1. Network Equipment Installation.**

- 1.1.** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2.** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3.** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

#### **2. Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

#### **3. Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

#### **4. System / Information Access.**

- 4.1.** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2.** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3.** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.



## SECTION PAT

### **Patch Creation and Certification**

1. **Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
2. **Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
3. **Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release.
- 4.
5. **Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.
6. **SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

## SECTION PES

### **Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

1. **Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
2. **Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
3. **Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
4. **Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
5. **Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
  - 5.1. Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2. Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
  - 5.3. Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
  - 5.4. In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

## SECTION SOFT

### **Software / System Capability**

#### **1. Supported Product.**

- 1.1. Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become "end of life" for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.
- 1.2. If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product.
- 1.3. Information transfers wholly within applications should be done using web services, APIs, etc. as opposed to flat file information transport.

#### **2. Software Capabilities Requirements.**

- 2.1. Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 2.2. Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.3. Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.4. Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 2.5. Contractor Products shall mask or hide the password entered during Interactive User Login.
- 2.6. Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 2.7. Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.8. Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 2.9. Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.
- 2.10. Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment.  
Specifications of this environment are available upon request.

3. **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

**SECTION VMGT**

**Contractor Managed System Requirements**

**1. Vulnerability and Patch Management.**

1.1. .

1.2.

1.3.

1.4. Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure.

1.5. Government may monitor compliance of any Contractor system used to provide this service. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.

1.6. Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in any Contractor system used to provide this service according to the level of criticality

**2. System Hardening.**

2.1. Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.

2.2.

2.3. Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC).

2.4.

2.5. For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.

2.6. For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

**3. Authentication.**

**SECTION VMGT**

**3.1.** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.

**3.2.** Contractor agrees to require two factor authentication for access to Sensitive Information on Contractor Managed System.

2.

**3.3.** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.

**3.4.** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

**4. Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 30 minutes of inactivity.

**5. User Accountability.** No more than twice per calendar year and and at Metro Government's sole expense, Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

**6. Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7.

**8. System / Information Access.**

**8.1. .**

**8.2.** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

**9. System Maintenance.**

**9.1.** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel qualified to repair such systems are allowed to provide maintenance services.

**9.2.** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance..

## SECTION PCI

### **Payment Card Industry (PCI) Security Standards**

1. **Payment application vendor.** Contractor that sells and supports applications that store, process, and/or transmit cardholder data shall have application assessed and validated for compliance with the Payment Application Data Security Standard (PA-DSS). Proof of validation shall be provided.
2. **Payment terminal vendor.** Contractor that sells and supports devices used to accept card payments (e.g., payment terminal) shall have the PIN Transaction Security (PTS) devices validated to conform to the PCI PTS standard.
3. **Payment processors, e-commerce hosting providers/processors.** Contractor that stores, processes, or transmits cardholder data on behalf of Metro or that hosts and manages any e-commerce server/website and/or develop and support Metro websites shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.
4. **Providers of software as a service.** Contractor that develops, hosts and/or manages any Metro cloud-based web application or payment application (e.g., online ticketing or booking application) shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.
5. **Integrators/resellers.** Contractor that installs PA-DSS validated payment applications for Metro must be a PCI Qualified Integrator or Reseller (QIR).
6. All applicable compliance shall be maintained for the duration of the contract. Proof of validation shall be current, valid for the service under contract and available upon request.

**Exhibit D – Service Level Warranties****Contract 6488664**NEOGOV Service Level Warranties

1. Definitions. For purposes of this Contract, the following definitions shall apply:
  - a) “Non-excluded Downtime” means a period of downtime that is not Excluded Downtime.
  - b) “Excluded Downtime” means (i) Scheduled Downtime; (ii) any period of unavailability lasting less than 10 minutes, not to occur more than once per month; (iii) issues arising from components controlled by the Customer (or its vendors, contractors or service providers) and their performance or failure to perform which impair or disrupt Customer’s connections to the Internet and the transmission of data as reasonably determined by NEOGOV after an investigation into the issue; (iv) that resulted from any actions or inactions of Customer or any third parties; and (v) unavailability of features or functions which would be considered a Level 1 or Level 2 severity level under the table in Section 2 below.
  - c) “SaaS Application” means each proprietary NEOGOV web-based software-as-a-service application subscribed to by Customer.
  - d) “Scheduled Maintenance” shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.
  - e) “Service Credit” shall mean a percentage of Service Fees to be credited to Customer if NEOGOV fails to meet a Service Level, as set forth in this SLA. Once Service Credit equals 1/365 of the total fees paid for the SaaS Application
  - f) "Service Level" means a performance standard NEOGOV is required to meet in providing the Services, as set forth in this SLA.
  - g) “Uptime” means the percentage of total time in a calendar month that the hosted environment is available. Uptime is calculated as the sum of available time minus Non-excluded Downtime minus Excluded Downtime divided by total time minus Excluded Downtime, expressed as a percentage.

$$\left[ \left( \frac{\text{Total -- Non-excluded -- Excluded}}{\text{Total -- Excluded}} \right) \right]$$

2. Customer Obligations. The Customer’s responsibilities and obligations in support of this SLA include the following:
  - a) Providing information and authorizations as required by NEOGOV for performing the Services.
  - b) Adhering to policies and processes established by NEOGOV for reporting service failures and incidents and prioritizing service requests.
  - c) Paying fees and costs as required by any master agreement or scope of work.
  - d) In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.
3. NEOGOV Obligations; Service Levels; Service Credits.
  - a) Customer Service Response. NEOGOV will provide telephone customer support Monday through Friday excluding NEOGOV holidays. If the NEOGOV support desk is unable to resolve the issue within the time limits specified herein, the case shall be escalated to the appropriate teams.

**Exhibit D – Service Level Warranties****Contract 6488664**

Severity	Target Response and Resolution Times	
	Issues/Factors Determining Severity	Initial Acknowledgment <sup>1</sup>
Level 1	<ul style="list-style-type: none"> <li>• Functionality, system use questions.</li> <li>• Enhancement requests</li> <li>• Data Privacy inquiry</li> </ul>	< 72 hours
Level 2	<ul style="list-style-type: none"> <li>• Problem does not impact or has low impact to customer operations.</li> <li>• Can conduct daily work.</li> <li>• No error messages.</li> <li>• There is a work around.</li> </ul>	< 24 hours
Level 3	<ul style="list-style-type: none"> <li>• No work around solution.</li> <li>• Moderate system impact.</li> <li>• Moderate data security, availability, or integrity impact.</li> <li>• Hot-fix required</li> </ul>	< 4 hours
Level 4	<ul style="list-style-type: none"> <li>• Critical error that leads to work stoppage or significant error in processing candidates</li> <li>• System outage due to NEOGOV software or hardware</li> <li>• Problem puts user or customer information at risk.</li> <li>• Multiple Customers reporting a safety issue.</li> <li>• Unauthorized access to customer or job seeker data.</li> </ul>	< 2 hour

- a) Standard Service Levels/Warranty. The SaaS Application, Resolution Times and Acknowledgment Times (the “Service Levels”) must meet the standards described in this section. If Service Levels degrade to a level of non-compliance during the periods specified, Customer may request a Service Credit and NEOGOV must take the necessary steps to bring the system back to the required level unless Customer determines that factors outside NEOGOV’s control are the cause. Only one Service Credit can be applied within a twenty-four (24) hour period. Any and all customer credits shall be attributed to the month period subsequent to the month in which the credit is requested by Customer. The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed five (5) Service Credits. A Service Credit shall be issued in NEOGOV’s invoice in the year following the Downtime, unless the Service Credit is due in Customer’s final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. In no case will the Service Credits due to Customer for a month exceed the amounts paid by Customer to NEOGOV. In the event Customer terminates this contract with Service Credits still owed to Customer, NEOGOV shall compensate Customer for the monetary value of these Service Credits.

Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

Service Level Warranties			
Service	Measurement	Service Level	Service Credit
SaaS Application	SaaS Application Uptime	99.8% in three (3) months during consecutive six (6) month period.	In addition to all other remedies available to Customer, Customer shall be entitled to terminate this Agreement for a material breach upon written notice to NEOGOV with no further liability, expense, or obligation to NEOGOV, provided that Customer notifies NEOGOV within thirty (30) days of the conclusion of the third (3rd month in which the Services were not available 99.8% of the time). Customer is entitled to prorate refund from date of termination within 30 days of the termination date.
SaaS Application	SaaS Application Uptime	99.8%	10% of monthly SaaS Application Fees

<sup>1</sup> During standard business hours.



**Exhibit D – Service Level Warranties****Contract 6488664**

Target Resolution Level 4	Target Resolution Time	100%	8% of monthly SaaS Application Fees
Level 3 Severity Resolution	Target Resolution Time	100%	5% of monthly SaaS Application Fees
Customer Support	Initial Acknowledgment	95% in calendar month	.5% of monthly SaaS Application Fees

## Exhibit E - Affidavits

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

**Taxes and Licensure:** Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

**Nondiscrimination:** Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

**Employment Requirement:** Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

**Covenant of Nondiscrimination:** Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:  
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;  
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;  
- Not to otherwise engage in discriminatory conduct;  
- To provide a discrimination-free working environment;  
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;  
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and  
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

**Contingent Fees:** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

**Iran Divestment Act Affidavit:** By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

**Sexual Harassment:** Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

**And Further Affiant Sayeth Not:**

Organization Name: Governmentjobs.com, Inc.

Organization Officer Signature: Alex Chun

Name of Organization Officer: Alex Chun

Title: Chief Financial Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/17/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> ABD Insurance & Financial Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404  www.theabdteam.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Cert Request</td> </tr> <tr> <td><b>PHONE (A/C. No. Ext):</b> 650-488-8565</td> <td><b>FAX (A/C. No.):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> TechCertRequest@theabdteam.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Berkley National Insurance Company</td> <td style="text-align: right;"><b>NAIC #</b> 38911</td> </tr> <tr> <td><b>INSURER B:</b> Berkley Regional Insurance Company</td> <td style="text-align: right;">29580</td> </tr> <tr> <td colspan="2"><b>INSURER C:</b></td> </tr> <tr> <td><b>INSURER D:</b> Steadfast Insurance Company</td> <td style="text-align: right;">26387</td> </tr> <tr> <td colspan="2"><b>INSURER E:</b></td> </tr> <tr> <td colspan="2"><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b> Cert Request		<b>PHONE (A/C. No. Ext):</b> 650-488-8565	<b>FAX (A/C. No.):</b>	<b>E-MAIL ADDRESS:</b> TechCertRequest@theabdteam.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Berkley National Insurance Company	<b>NAIC #</b> 38911	<b>INSURER B:</b> Berkley Regional Insurance Company	29580	<b>INSURER C:</b>		<b>INSURER D:</b> Steadfast Insurance Company	26387	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURED</b> GovernmentJobs.com, DBA NEOGOV 300 Continental Blvd. Suite 565 El Segundo CA 90245																					

**COVERAGES** **CERTIFICATE NUMBER: 67248999** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		TCP 7011473	8/25/2021	8/25/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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	\$																				
B	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		TCA 7011474	8/25/2021	8/25/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TCP 7011473	8/25/2021	8/25/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
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A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC 7011475	8/25/2021	8/25/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
D	Technology- Errors & Omissions, Incl. Cyber, Network Security, Data			EOC 6219893 - 02	9/25/2021	9/25/2022	Per Occurrence: \$5,000,000 Aggregate: \$5,000,000														

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Contract 6488664.  
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are additional insureds as respects to General Liability and Automobile Liability but only to the extent required by written contract or written agreement.

<b>CERTIFICATE HOLDER</b>  Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse Nashville, TN 37201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Rod Sockolov
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# COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following provides a broad range of coverage in addition to that provided by the basic policy. In some instances a higher limit or broader coverage is available. Should the policy indicate broader coverage or higher limits than provided by this endorsement, the broader coverage or higher limits shall apply.

## SCHEDULE OF COVERAGES

	Coverage	Limit/Deductible/ Included
A.	Blanket Additional Insured – Lessor When Required By Written Contract	Included
B.	Employees As Insureds	Included
C.	Fellow Employee Coverage	Included
D.	Employee Hired Autos	Included
E.	Extended Coverage Bail Bonds	\$3,000
F.	Extended Coverage – Loss Of Earnings	\$500
G.	Coverage Extension As A Consequence Of Theft Of An Auto Per Day	\$75
	Maximum	\$2,500
H.	Glass Deductible	Included
I.	Rental Reimbursement Number of Days	45
	Limit	\$1,500
J.	Electronic Equipment Coverage	\$1,000
K.	Unintentional Omission Or Disclosure	Included
L.	Knowledge And Notice Of Occurrence	Included
M.	Blanket Waiver Of Subrogation	Included
N.	Blanket Loss Payable Clause	Included

### A. BLANKET ADDITIONAL INSURED – LESSOR WHEN REQUIRED BY WRITTEN CONTRACT

#### 1. Coverage

- A. Any “leased auto” will be considered a covered “auto” you own and not a covered “auto” you hire or borrow.
- B. For a “leased auto”, **Who Is An Insured** is changed to include as an “insured” any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any written contract you enter into, excluding contracts for professional services, which require you to furnish insurance of the type provided by this policy for a “leased auto”. However, the lessor is an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions by:
  - 1. You;
  - 2. Any of your “employees” or agents; or
  - 3. Any person, except the lessor or any “employee” or agent of the lessor, operating a “leased auto” with the permission of any of the above.

## COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

- C. The insurance afforded to these additional insureds applies any "leased auto":
1. During the policy period; and
  2. Subsequent to the execution of the written contract or written agreement; and
  3. Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.
- D. The insurance afforded to these additional insureds ends at the earliest of:
1. The expiration of the period of time that the written contract or written agreement requires such insurance to be provided to the additional insured;
  2. The lessor or his or her agent takes possession of the "leased auto";
  3. The expiration date of this policy.
- E. In the event the limits of liability stated in the policy exceed the limits of liability required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the limits of liability required by the written contract or written agreement. This endorsement shall not increase the limits stated in **C. Limits Of Insurance** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

### 2. Loss Payable Clause

- A. We will pay, as interest may appear, you and the lessor of the "leased auto" for "loss" to a "leased auto".
- B. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- C. If we make any payment to the lessor, we will obtain his or her rights against any other party.

### 3. Cancellation

- A. Cancellation ends this agreement.
- B. The lessor is not liable for the payment of your premiums.

### 4. Definitions

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

### B. EMPLOYEES AS INSUREDS

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

## COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

### C. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE** does not apply. This coverage is excess over any other collectable insurance.

### D. EMPLOYEE HIRED AUTOS

#### 1. Changes in Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

#### 2. Changes in General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form, is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- a. Any covered “auto” you lease, hire, rent or borrow; and
- b. Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

### E. EXTENDED COVERAGE – BAIL BONDS

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.2.a.(2)** is deleted and replaced by the following:

- (2) We provide up to the limit shown in the Schedule of Coverages above, for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

### F. EXTENDED COVERAGE – LOSS OF EARNINGS

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.2.a.(4)** is deleted and replaced by the following:

- (4) We provide up to the limit shown in the Schedule of Coverages above, all reasonable expenses incurred by the “insured” at our request, including actual loss of earnings because of time off work.

### G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN AUTO

4. **Coverage Extensions, a. Transportation Expenses** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted in its entirety and replaced by the following:

## COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

### a. Transportation Expenses

We provide up to the limits shown in the Schedule of Coverages above, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

### H. GLASS DEDUCTIBLE

1. Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, item D, Deductible is deleted in its entirety and replaced by the following:

#### a. Deductible

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

### I. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b. The number of days shown in the Schedule of Coverage above.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred.
  - b. The limit shown in the Schedule of Coverage above.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only the amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE** Coverage Extension.



## COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

### J. ELECTRONIC EQUIPMENT COVERAGE

The following is added to **Paragraph A.4. Coverage Extensions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Physical Damage Coverage on a covered “auto” also applies to “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound, subject to the following additional provisions:

1. This coverage applies only if the equipment is permanently installed in the covered “auto” at the time of the “loss” or the equipment is removable from a housing unit which is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”.
2. Coverage also applies to antennas and other accessories necessary for the use of the electronic equipment described in paragraph **C.1.** above. However, this does not include tapes, records or discs.
3. The most we will pay for all “loss” to such audio, visual or data electronic equipment and any accessories used with that equipment as a result of any one “accident” is the lesser of:
  - a. The actual cash value of the damaged or stolen electronic equipment and/or its accessories as of the time of the “loss”;
  - b. The cost of repairing or replacing the damaged or stolen electronic equipment and/or its accessories with other equipment or accessories of like kind and quality; or
  - c. The limit shown in the Schedule of Coverages above.

The insurance afforded by this provision does not apply to any equipment for which Audio, Visual, and Data Electronic Coverage, or any similar or equivalent coverage, has been provided by a separate endorsement issued by us and made a part of this coverage part or policy.

### K. UNINTENTIONAL OMISSION OR DISCLOSURE

The following is added to **B. General Conditions, 2. Concealment, Misrepresentation or Fraud of SECTION IV – BUSINESS AUTO CONDITIONS**:

- e. However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

### L. KNOWLEDGE AND NOTICE OF OCCURRENCE

Paragraph **a.** under **A. Loss Conditions, 2. Duties In The Event of Accident, Claim, Suit Or Loss in SECTION IV – BUSINESS AUTO CONDITIONS** is deleted in its entirety and replaced by the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss” including:
  - (1) How, when and where the “accident” or “loss” occurred;

## COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

(2) The “insured’s” name and address; and

(3) To the extent possible, the names and addresses of any injured persons or witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An executive officer or the “employee” designated by you to give such notice, if you are an organization other than a partnership or limited liability company.

### M. BLANKET WAIVER OF SUBROGATION

The following is added to **A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** under **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization in such contract.

### N. BLANKET LOSS PAYABLE CLAUSE

1. We will pay, as interest may appear, you and the loss payee for “loss” to a covered “auto” when the named insured is required by specific written contractual agreement to include such entity as a loss payee.
2. The insurance covers the interest of the loss payee unless the “loss” results from conversion, secretion or embezzlement on your part.
3. We may cancel the policy as allowed by the **CANCELLATION** Common Policy Condition. Cancellation ends this agreement as to the loss payee’s interest. We are not required to provide notice of cancellation or non-renewal to any such loss payee.
4. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

### SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured – Lessors of Leased Equipment	K.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured – Owners, Managers or Lessors of Premises	L.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured – Vendors	M.	Medical Payments
D.	Additional Insured – Written Contract or Agreement	N.	Non-owned Aircraft
E.	Aggregate Limit Per Location	O.	Non-owned Watercraft
F.	Amateur Athletic Participants	P.	Newly Acquired or Formed Organizations
G.	Bodily Injury Definition	Q.	Supplementary Payments
H.	Broadened Named Insured	R.	Unintentional Omission
I.	Damage to Property – Borrowed Equipment, Customer Goods, Use of Elevators	S.	Waiver of Subrogation - Blanket
J.	Good Samaritan Services		

#### A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for “bodily injury”, “property damage”, “personal and advertising injury” caused , in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed after the equipment lease expires.

#### B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insured provided to such premises owner, manager or lessor does not apply to:

1. Any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**C. ADDITIONAL INSURED - VENDORS**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, buy only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
  - a. Any express warranty not authorized by you;
  - b. Any change in "your products" made by such vendor;
  - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
  - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - e. Demonstration, installation, servicing or repair operations, excepts such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**D. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**E. AGGREGATE LIMIT PER LOCATION**

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

2. Under **Section V - Definitions**, the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**F. AMATEUR ATHLETIC PARTICIPANTS**

Under **Section II - Who Is An Insured**, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. "Bodily injury" to:
  - a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
  - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or
2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
  - a. A co-participant, your "employee" or "volunteer worker"; or
  - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or

**G. BODILY INJURY**

Under **Section V - Definitions**, the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

**H. BROADENED NAMED INSURED**

Under **Section II - Who Is Insured**, the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

**I. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:
  - a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
  - b. The exclusions for:
    - (1) Property loaned to you;
    - (2) Personal property in the care, custody or control of the insured; and
    - (3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
 do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.
2. Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".
3. Under **Section V - Definitions**, the following is added:
 

"Customers' goods" means goods of your customer on your premises for the purpose of being:

  - a. Repaired; or
  - b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

**J. GOOD SAMARITAN SERVICES**

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:  
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:  
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**K. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
- a. Notify us of an "occurrence" offense, claim or "suit"; and
  - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
    - (1) You, if you are an individual;
    - (2) A partner, if you are a partnership;
    - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
    - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

**L. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)**

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**M. MEDICAL PAYMENTS**

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph 1., **Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **M.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

**N. NON-OWNED AIRCRAFT**

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item 2., **Exclusions**, item g., **Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
- a. Hired, chartered or loaned with a paid crew; and
  - b. Not owned by any insured.
2. The insurance afforded by this provision **N.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**O. NON-OWNED WATERCRAFT**

1. Under **Section II - Who Is Insured**, is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **O.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**P. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

**Q. SUPPLEMENTARY PAYMENTS**

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

- 1. The limit for the cost of bail bonds is amended to \$2,500; and
- 2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

**R. UNINTENTIONAL OMISSION**

Under **Section IV - Commercial General Liability Conditions**, paragraph **6.**, **Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**S. WAIVER OF SUBROGATION - BLANKET**

Under **Section IV - Commercial General Liability Conditions**, paragraph **8.**, **Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

Draft Master Contract 6488664 (N0434851xD719A) 01.10

Main document changes and comments

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298,935.02

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444,838.02

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This has been updated to reflect the additional service to be added per the attached quote.

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METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract.

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/performed

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Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

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Customer shall pay all Subscription fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) within

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) days of Customer’s receipt of NEOGOV’s invoice.

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The payment terms are inconsistent with those listed in 4.2. Let’s get those to match.

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Please accept or reject

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Harmonized with 4.2

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Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services.

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Okay per Metro Legal 11.29.2021

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Please accept the revisions to commit

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Termination Prior to Renewal  
1.1.

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Notice  
1.1.

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from the Effective or Renewal Date

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. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work

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Can we make this mutual instead of removing it all together?

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This is a multi year renewal for services your client already has been using. We can agree to allow for convenient termination at the tail end of the contract, subject to no refund for the term in which your client invokes the termination. Please see added language.

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The section is restored for us to work on it. This section does not account for the yearly SaaS billing model with language like “stopping work” and quantum merit terminology.

Proposed re-write included

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METRO may terminate year four (4) or year five (5) of the Services (each a “Renewal Term”) by providing NEOGOV written notice

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thirty (30) days

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prior to the commencement of the Renewal Term. If METRO terminates this agreement pursuant to this Section, all Fees that would have become payable

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during the

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had the Agreement remained in effect until expiration of the

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had the Agreement remained in effect until expiration of the then-current annual term will become immediately due and payable, and the METRO shall pay such Fees, together with all previously-accrued but not yet paid Fees, after the CONTRACTOR receives the METRO’s written notice of termination. METRO will not be entitled to a

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, and the METRO shall pay such Fees, together with all previously-accrued but not yet paid Fees, after the CONTRACTOR receives the METRO’s written notice of termination

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not

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pro-rated

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ny

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ny refund

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, pro-rated or otherwise,

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, pro-rated or otherwise, of

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the unused portion of

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prepaid paid fees for Services in the then-current annual term of which has not yet been provided as a result of the METRO's termination. To serve as an example, if the METRO were to terminate for convenience during year four (4) of the five (5) year contract term, the METRO would be entitled to a refund of year 5 Fees, but the METRO would not be entitled to any refund of year four (4) Fees. If, however, the METRO were to terminate for convenience during years one (1) through three (3) of the five (5) year contract term, the METRO would only be entitled to a refund of years 4 and 5 Fees.

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of which has not yet been provided as a result of the METRO's termination. To serve as an example, if the METRO were to terminate for convenience during year four (4) of the five (5) year contract term, the METRO would be entitled to a refund of year 5 Fees, but the METRO would not be entitled to any refund of year four (4) Fees. If, however, the METRO were to terminate for convenience during years one (1) through three (3) of the five (5) year contract term, the METRO would only be entitled to a refund of years 4 and 5 Fees

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This is inconsistent with the language in Metro's Standard Agreement. Metro request to revert back to original language.

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Revised, if METRO terminates for convenience during year four (4) of the five (5) year contract term, METRO would be entitled to a refund of year 5 Fees already paid, but the METRO would not be entitled to any refund of year four (4) Fees.

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The Parties agree termination for convenience may only be used in conjunction with an emergency fiscal measure.

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The Parties agree termination for convenience may only be used in conjunction with an emergency fiscal measure.

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**6.4 Equal Business Opportunity (EBO) Program Requirement**

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

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**6.5**

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Not applicable

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Are you coming onto Metro Property at any time over the life of the contract?

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No

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We have to keep the clause in case this changes over the life of the contract. We can add If coming onto Metro Property to perform scope of services, CONTRACTOR must provide Certificate of Insurance Acord.....”

**Page 4: Inserted**      **Ray, Terri (Finance - Procurement)**      **1/10/2022 8:45:00 AM**

If coming onto Metro Property to perform scope of services, CONTRACTOR must provide Certificate of Insurance Acord in

**Page 5: Inserted**      **Ray, Terri (Finance - Procurement)**      **1/18/2022 10:10:00 PM**

**(Preferred Method)  
OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

NASHVILLE, TN 37219-6300

**Page 6: Inserted** Microsoft Office User 8/24/2021 8:45:00 PM

seven

**Page 6: Inserted** Neguiel Hicks 11/22/2021 4:31:00 PM

ty-two

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hours

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days

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days

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24 hours

**Page 6: Commented [16]** Amos, Macy (Legal) 10/15/2021 12:44:00 PM

For Purchasing: Is ITS okay with 7 days? This is much longer than our standard 24 hours.

**Page 6: Commented [17R16]** Neguiel Hicks 12/1/2021 4:11:00 PM

RTS Approved 72 hours on the call

**Page 6: Commented [18]** Amos, Macy (Legal) 8/23/2021 12:28:00 PM

This timeline needs to be defined. A reasonable time is not sufficient for Metro.

We can agree to 48 hours.

**Page 6: Commented [19R18] Microsoft Office User 8/24/2021 8:44:00 PM**

We cannot commit to 48 hours. Breach response to identify the extent of the issue and prioritize mitigation extends the time line for notice. As the data controller, your clients timeline to provide notice to consumers does not start until we provide you notice. We can commit to 7 days.

**Page 6: Commented [20R18] Neguiel Hicks 11/22/2021 4:31:00 PM**

Can we settle on 72 hours? That provides NGV 1 additional day to react and still meets many of the privacy standards set by regulations like HIPAA

**Page 6: Commented [21R18] Neguiel Hicks 12/6/2021 10:05:00 AM**

RTS agreed to a 72 hour time period on the 12.1 call

**Page 6: Inserted Neguiel Hicks 12/1/2021 8:32:00 PM**

intentionally

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Specifications, or  
A.

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Specifications or  
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indemnify METRO  
A.

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indemnify METRO  
A.

**Page 10: Deleted Ray, Terri (Finance - Procurement) 2/2/2022 4:03:00 PM**

#### Attorney Fees

CONTRACTORThe Parties agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees will be paid to the prevailing Party by the failing Partyfor METRO.

**Page 10: Inserted Neguiel Hicks 12/1/2021 8:36:00 PM**

The Parties

**Page 10: Inserted Neguiel Hicks 12/1/2021 8:38:00 PM**

will be paid to the prevailing Party by the failing Party

**Page 10: Commented [RT(-P22) Ray, Terri (Finance - Procurement) 12/28/2021 11:39:00 AM**

Metro as a government entity can't agree to pay attorney fees. The clause can be removed completely or revert back to original Metro Proposed Language.

Header and footer changes

Text Box changes

Header and footer text box changes

Footnote changes

Endnote changes

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM**

SS #: 2021047Date Received: Feb. 10, 2021

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed sole source form and supporting documentation.**

**Proposed supplier MUST be Registered in iProcurement**

Date: 2/10/2021 Requesting Department/Agency/Commission: Department of Human ResourcesRequesting Official: Mary Alice Emigh Telephone #: 615-862-6437 This is for a multi-year contract.Product/Service Description: Internet and Recruitment Applicant Tracking System *Approval of Change***Total Purchase (Enter the value for the entire contract life) Price:** \$298,935.02 for 5 years (HR) + 145,903.00 (Police) = \$444,838.02BU Number: 08126600 Fund #: 10101 Object Account: \_\_\_\_\_ Any Other Accounting Info: \_\_\_\_\_Proposed Supplier: Governmentjobs.com/NEOGOV Proposed Supplier Contact: Kortney DeWitt

Supplier Address:

300 Continental Blvd., Suite 565City: El SegundoST: CAZip: 90245Supplier Telephone #: 424-529-4558Supplier Email: kdewitt@negov.net**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

**R4.12.060.02 Conditions for Use of Sole Source Procurement.**Other, see explanation below

If Other, Explain Request: Governmentjobs.com (d/b/a NEOGOV) is the sole source provider of software licenses and related services for all NEOGOV solutions. The Insight Enterprise product is the applicant tracking module used by Metro Nashville Government. In addition, sole source for solution training, system documentation, hosting services and maintenance (annual renewal of support plus NEOGOV system updates/upgrades). NEOGOV is the only provider of direct system integration systems with Oracle/R12 within the NEOGOV Insight module, as well as possible external integration systems between NEOGOV modules and third party systems.

Metro Nashville Government has used Governmentjobs.com (d/b/a NEOGOV) for applicant tracking services since 2007. The product and services are compatible with working in a government, civil service environment. Our users are familiar with the system and services. The internet based service offers Metro Nashville savings by eliminating the need to obtain additional recruiting/advertising services in order to reach and obtain qualified candidates beyond the scope of our nashville.gov website.

An applicant tracking system working in a Civil Service, government environment must have 100% functionality in the following:

- A receptacle, such as our current Exam Plan, that has the ENTIRE history of the recruitment, including unlimited document capabilities, i.e., notes, docs, lists/registers, email communications, etc.
- Capability to:
  - o Differentiate between open competitive and promotional recruitments



Rec. Feb. 10, 2021

- o Qualify candidates with a numerical score
- o Rank candidates into one of three categories: outstanding, well-qualified, and qualified (per Metro Charter and Civil Service Rules)
- o Filter applicants on critical fields within their application and master profile
- o Create a field to identify an applicant as a veteran or employee
- o See recruitment and applicant history back to assigned Records Disposition Authorization (RDA) guidelines and going forward
- o Have immediate access to history to respond to urgent legal requests and maintain required documents indefinitely until case(s) are resolved
- o Revert candidate application backward in evaluation steps without losing communication history
- o House eligibility registers/lists within the respective recruitment
- o Fully manipulate registers/lists
- o Document registers and inactivate candidates (withdrawn, not interested, etc.) with identifier codes
- o Recruiter capability to customize our email communications, i.e., specific recruiter contact info for applicant response
- o Recruiter capability to customize our Text messaging communications
- o Recruiter capability to revise our job descriptions
- o Recruiter capability to reschedule candidates for testing or interview
- o Customize application evaluation steps
- o Recruiter can make 'real-time' changes within the recruitment itself, the library, job templates, etc.
- o Create ad hoc reports as need arises
- When Pay Plan changes, salaries need to automatically be uploaded into the job descriptions
- Scores from third-party vendors need to be able to be uploaded. (Fire, Police)
- Applicants need to be able to self-schedule for interviews and testing (Fire could be 4000 (and they all show up); Police could be 300). System capability to schedule multiple applicants as a batch (could be several hundred per time slot).
- Audit trail throughout the recruitment process so we can identify who did what, i.e., applicant vs recruiter, which recruiter made notation, attached document, sent email, etc.
- Need training videos that our Metro partners can use to help train them on the system

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: MdE

Requesting Department Director's Signature of Approval: Shannon Hall

Date: 2/10/2021 | 11:47 AM PST

SS #: 2021047

Feb. 10, 2021

Date Received: \_\_\_\_\_

**To be completed by the Procurement Division**

Vetting & Research Needed; Date Requested by Purchasing Agent \_\_\_\_\_

Sole Source is Approved for: \_\_\_\_\_

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane Date: 2/11/2021 | 6:46 PM

Governmentjobs.com (doing business as (dba)“ NEOGOV”) has been providing online internet applicant tracking and recruitment services for Metropolitan Government Civil Service positions since 2007. We have integrated our Oracle/R12 system into fields within NEOGOV to assist with the printing of eligible registers to identify Metro employees. This is one of many services this product offers that would be difficult to replicate with another vendor without substantial cost both monetarily and in staffing time. We are presenting this business case for a sole source contract to span five (5) years.

Governmentjobs.com is the top recruiting source for individuals seeking a job in government. NEOGOV is the Applicant Tracking and Processing software (ATS) system used by employers for online application, review and hire. NEOGOV offers free job advertising through the governmentjobs.com website, the applicant tracking system and its additional modules are created to work in a government environment. The foundation of the NEOGOV applicant tracking system was built with understanding government rules and regulations, the Civil Service process in the creation and maintenance of eligible registers, regulations for Records Disposition Authorization (RDA) guidelines for file maintenance, and offers services to partner with other companies for testing services and integration. The introduction of additional modules (not currently used by Metro Nashville) allow for a smooth transition from application, to onboarding, training and performance management.

Since its implementation in 2007, NEOGOV has allowed Metro Nashville to move from a paper-based application process, where job announcements were posted on bulletin boards to a 21st century online, virtually paperless process reaching potential candidates throughout the United States and globally.

**An applicant tracking system working in a Civil Service, government environment must have 100% functionality in the following:**

- A receptacle, such as our current Exam Plan, that has the ENTIRE history of the recruitment, including unlimited document capabilities, i.e., notes, docs, lists/registers, email communications, etc.
- Capability to:
  - Differentiate between open competitive and promotional recruitments
  - Qualify candidates with a numerical score
  - Rank candidates into one of three categories: outstanding, well-qualified, and qualified (per Metro Charter and Civil Service Rules)
  - Filter applicants on critical fields within their application and master profile
  - Create a field to identify an applicant as a veteran or employee
  - See recruitment and applicant history back to assigned Records Disposition Authorization (RDA) guidelines and going forward
  - Have immediate access to history to respond to urgent legal requests and maintain required documents indefinitely until case(s) are resolved
  - Revert candidate application backward in evaluation steps without losing communication history
  - House eligibility registers/lists within the respective recruitment
  - Fully manipulate registers/lists

- Document registers and inactivate candidates (withdrawn, not interested, etc.) with identifier codes
- Recruiter capability to customize our email communications, i.e., specific recruiter contact info for applicant response
- Recruiter capability to customize our Text messaging communications
- Recruiter capability to revise our job descriptions
- Recruiter capability to reschedule candidates for testing or interview
- Customize application evaluation steps
- Recruiter can make 'real-time' changes within the recruitment itself, the library, job templates, etc.
- Create ad hoc reports as need arises
- When Pay Plan changes, salaries need to automatically be uploaded into the job descriptions
- Scores from third-party vendors need to be able to be uploaded. (Fire, Police)
- Applicants need to be able to self-schedule for interviews and testing (Fire could be 4000 (and they all show up); Police could be 300). System capability to schedule multiple applicants as a batch (could be several hundred per time slot).
- Audit trail throughout the recruitment process so we can identify who did what, i.e., applicant vs recruiter, which recruiter made notation, attached document, sent email, etc.
- Need training videos that our Metro partners can use to help train them on the system

With the rollout of Oracle/R12, Taleo, which has applicant tracking system functionality was considered as a replacement applicant tracking system to NEOGOV. Through review of the systems functionality, it was clear Taleo was created for private sector needs. The system could only provide 60% of the key services to perform daily processes.

## **WHY NEOGOV WORKS FOR US**

### Flexibility

- We can modify the recruitment number.
- We can update a recruitment from open competitive to promotional without having to start the process over.
- We can determine posting dates based on unique position, not job class, i.e., open competitive- 7-10 days, promotional – at least 7 days, continuous – 3-7 days as needed or on-going (these posting dates are all typical).
- We can reopen a recruitment or re-announce for additional applications.
- We can revert a candidate to a previous step, without losing communication history.
- We can schedule candidates for interview or testing as a 'batch' for a specific date and time and control the number of available slots, to control maximum capacity.
- We can set the system to allow for self-scheduling for interview and/or testing.

- NEOGOV makes correspondence with applicants more personal by allowing standard communication to be modify to the individual and situation.
- We can communicate with candidates through email and text messaging.

#### User friendly web-based environment

- Analysts/Recruiters can access NEOGOV from any secure internet connection. This has been proven essential given the current COVID-19 guidelines.
- The Exam Plan shows the entire summary and details of the recruitment with an easy-to-view (one) screen.
- Applications are reviewed and top qualified candidates are emailed to the hiring departments and Subject Matter Experts (SME).
- We can print interview and/or testing rosters.

#### No additional cost for advertising and expanded outreach

- Once a job announcement is activated, it automatically populates governmentjobs.com (no additional work or cost needed).
- Other internet recruiting companies (Indeed, Joblist, Monster) regularly scrape governmentjobs.com website to advertise jobs available and afford Metro Nashville additional free advertising.
- Potential applicants can search job descriptions and can submit job alerts to be notified when a previously selected job posting appears on the website.
- Applicants can access employment opportunities on Nashville.gov and when they click on the link, it automatically takes them to governmentjobs.com a job board reaching potential candidates both domestically and internationally.
- The new Talent Search functionality in NEOGOV will allow us to search our applicant database to find matching applicants for new recruitments.

#### Allows in-house administrator rights to update and change as needed

- We can set up our own users (human resource analysts, department human resource coordinators and hiring managers) within NEOGOV; we do not have to wait on a system administrator with the software company and wait on the changes.
- We can make real-time changes to:
  - Email notifications to applicants
  - Job descriptions
  - Exam plans from open competitive to promotional
  - Notice templates (can be customized for EACH recruitment)
  - Job postings
  - Various tables (departments, divisions, locations)
  - Application template(s) and signature page
  - Questions on the application

- We can create specialized fields to gather more information (integration with R12 to populate fields to identify current employees).

#### Applicant History and Records Retention capabilities

- We can attach ALL (unlimited number) documents pertaining to the recruitment within the Exam Plan.
- We have history on all recruitments and applicants for the past six years per current Records Disposition Authorization (RDA) guidelines.
- Can modify Records Disposition Authorization (RDA) on any one or group of recruitments, as necessary.
- We have the capability to archive recruitments, and applications within a recruitment.
- Applicants can apply for a job within NEOGOV and then can go in and make subsequent changes to their record in NEOGOV.
- We can pull up a specific applicant and see every job they have posted for in past six years (based on current Records Disposition Authorization -RDA guidelines).
- We can edit an applicant record to identify veterans (per Civil Service rules).

#### Integration with other software systems (Oracle/R12, testing vendors, etc.)

- We have an R12 interface that identifies applicants as being employees.
- Applicants are recognized in NEOGOV by SS# and if employed, the following information is integrated into NEOGOV from R12:
  - identifying their status (Civil Service vs. Non-Civil Service)
  - job class
  - employee ID number
  - pay status (full-time, part-time, etc.)

#### Meets compliance with Metro Charter and Civil Service Rules and Policies

- Metro Charter and Civil Service rules require Civil Service candidates to be hired from eligibility registers.
- Eligibility registers are created within each Civil Service recruitment and must be housed within the respective Exam Plan for a minimum of 6 months up to 3 years. We need to be able to control the dates that the registers are active.
- NEOGOV has the functionality so that open competitive registers that are established by ranking qualified candidates into one of three categories: outstanding, well-qualified, and qualified. Applicants are ranked according to scores and weights, beginning with the highest scoring applicant.
- We can qualify applicants against the minimum qualifications for each job with a numerical score.
- Depending upon classification, where open competitive registers utilizing point spread, NEOGOV allows for input of scores from third-party vendor.

- NEOGOV allows us, for promotional registers, to use different exam weight determinations: i.e., 50% interview/50% seniority or experience, and depending on classification, weights will be different.
- Scores on a promotional register are not recorded on 100-point scale, i.e., 10, 20, etc. We can control the scoring caps.
- We can modify the number of questions for each specific job interview, depending on the interview panel.
- NEOGOV allows us to modify registers/lists based on Civil Service policies related to the specific job class (fire classifications up to District Chief): department designs what exam weights are going to be (they change from year to year); the list of eligible candidates may need to be re-ranked with new criteria/rules, so the list can be adjusted so we have the list of maximum candidates. (See example, next bullet).
- Example: Police Captain: once the list establishes the top 5 ranking candidates, then the scores and ranks are removed, and they are resorted in alpha order. Then the list is reprinted when positions are filled, and you have to re-rank candidates all over again. So, lists are constantly being updated with new candidates floating to within the hiring band.
- If a department chooses to administer an exam and use bubble sheets, we have the capability to scan the answer sheets and have the scores uploaded into NEOGOV.

#### Standard reports and Ad Hoc reports

- NEOGOV provides standard reporting and ad hoc capabilities to meet our needs; we can virtually create any kind of report we want.
- Salary information can be uploaded into NEOGOV when pay plan changes.

#### Audit functions with most areas in the INSIGHT (recruiter) environment

- There is an audit trail for most areas within the Exam Plan, i.e., Master Record (who changed info – candidate or HR?), on all steps (who moved the person to the next step), Notes (recruiter who wrote the notes), email notices are date/time stamped (who sent them) and if the candidate opened up the email.

#### Online NEOGOV training, community, forums, and on-going system enhancements

- NEOGOV offers a community group where agencies provide useful information regarding processes, issues, or questions in a forum. 'Get help' function available in NEOGOV to submit any issues within the system.
- NEOGOV's response time when technical issues are logged into the system occur within a 24-hour window, in many instances response is in the same day of reporting.
- NEOGOV's Insight (used by recruiter) and Online Hiring Center (used by the hiring department) offer easily accessible training videos and downloadable documents to assist with using the products.

- NEOGOV has enhancement conference calls for all their users and keep agencies up to date of new enhancements and products. Downloadable versions of all enhancement notes and recorded calls are available for view later.




**Certificate Of Completion**

Envelope Id: 65E799D5A5384034B0D7AFD9C0DB8A79	Status: Sent
Subject: Metro Contract 6488664 with Governmentjobs.com dba NeoGov (Human Resources)	
Source Envelope:	
Document Pages: 82	Signatures: 10
Certificate Pages: 18	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
3/31/2022 12:24:07 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Gary Clay		Sent: 3/31/2022 12:41:46 PM
Gary.Clay@nashville.gov		Viewed: 3/31/2022 1:00:34 PM
Asst. Purchasing Agent		Signed: 3/31/2022 1:00:48 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Signed by link sent to Gary.Clay@nashville.gov	
	Using IP Address: 170.190.198.190	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign


Jerome Trice		Sent: 3/31/2022 1:00:58 PM
Jerome.Trice@nashville.gov		Viewed: 3/31/2022 1:07:25 PM
Security Level: Email, Account Authentication (None)		Signed: 3/31/2022 1:35:59 PM
	Signature Adoption: Pre-selected Style	
	Signed by link sent to Jerome.Trice@nashville.gov	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
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Rachel Jones		Sent: 3/31/2022 1:36:12 PM
rachel.jones@nashville.gov		Viewed: 4/1/2022 7:37:08 AM
Security Level: Email, Account Authentication (None)		Signed: 4/1/2022 7:38:54 AM
	Signature Adoption: Pre-selected Style	
	Signed by link sent to rachel.jones@nashville.gov	
	Using IP Address: 141.126.57.23	
	Signed using mobile	

**Electronic Record and Signature Disclosure:**  
Accepted: 4/1/2022 7:37:08 AM  
ID: 233b4a41-f568-473c-b596-7cd4d599c090

Signer Events	Signature	Timestamp
<p>Alex Chun  achun@neogov.net  Chief Financial Officer  Governmentjobs.com, Inc.  Security Level: Email, Account Authentication (None)</p>	<p><i>Alex Chun</i></p> <p>Signature Adoption: Pre-selected Style  Signed by link sent to achun@neogov.net  Using IP Address: 136.25.42.91</p>	<p>Sent: 4/4/2022 3:57:39 PM  Viewed: 4/4/2022 4:46:29 PM  Signed: 4/4/2022 4:48:28 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 4/4/2022 4:46:29 PM  ID: 0f065d1e-a078-4100-a3c0-7afad1e847c9</p>		
<p>Michelle A. Hernandez Lane  michelle.lane@nashville.gov  Chief Procurement Officer/Purchasing Agent  Metro  Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style  Signed by link sent to michelle.lane@nashville.gov  Using IP Address: 170.190.198.185</p>	<p>Sent: 4/4/2022 4:48:40 PM  Viewed: 4/5/2022 8:44:28 AM  Signed: 4/5/2022 8:46:41 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Shannon Hall  shannon.hall@nashville.gov  HR Director  Security Level: Email, Account Authentication (None)</p>	<p><i>Shannon Hall</i></p> <p>Signature Adoption: Pre-selected Style  Signed by link sent to shannon.hall@nashville.gov  Using IP Address: 170.190.198.185</p>	<p>Sent: 4/5/2022 8:46:55 AM  Viewed: 4/5/2022 4:39:35 PM  Signed: 4/5/2022 4:39:42 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 4/5/2022 4:39:35 PM  ID: 4a99b45e-b1a9-4465-b4c9-c09fafd34c29</p>		
<p>Kelly Flannery/TJE  Tom.Eddlemon@nashville.gov  Director of Finance  Security Level: Email, Account Authentication (None)</p>	<p><i>Kelly Flannery/TJE</i></p> <p>Signature Adoption: Pre-selected Style  Signed by link sent to Tom.Eddlemon@nashville.gov  Using IP Address: 67.177.190.102  Signed using mobile</p>	<p>Sent: 4/5/2022 4:39:53 PM  Viewed: 4/5/2022 6:13:21 PM  Signed: 4/5/2022 6:14:07 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 4/5/2022 6:13:21 PM  ID: 0dd97cd0-e21f-47f0-8fde-fb010d951881</p>		
<p>Kelly Flannery/MJW  MaryJo.Wiggins@nashville.gov  Security Level: Email, Account Authentication (None)</p>	<p><i>Kelly Flannery/MJW</i></p> <p>Signature Adoption: Pre-selected Style  Signed by link sent to  MaryJo.Wiggins@nashville.gov  Using IP Address: 170.190.198.100</p>	<p>Sent: 4/5/2022 6:14:21 PM  Viewed: 4/5/2022 6:30:15 PM  Signed: 4/5/2022 6:35:39 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 4/5/2022 6:30:15 PM  ID: 8e39d79e-74f2-4407-b4e6-701d49bfe334</p>		

Signer Events	Signature	Timestamp
<p>Balogun Cobb  balogun.cobb@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Signed by link sent to balogun.cobb@nashville.gov Using IP Address: 170.190.198.185	<p>Sent: 4/5/2022 6:35:49 PM  Viewed: 4/5/2022 6:38:57 PM  Signed: 4/5/2022 6:39:05 PM</p>

**Electronic Record and Signature Disclosure:**  
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ID: c5048fc4-3f2f-456b-9a1c-c0afcdabffaa

<p>Macy Amos  macy.amos@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Signed by link sent to macy.amos@nashville.gov Using IP Address: 170.190.198.185	<p>Sent: 4/5/2022 6:39:16 PM  Viewed: 4/6/2022 12:04:55 PM  Signed: 4/6/2022 12:06:00 PM</p>
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**Electronic Record and Signature Disclosure:**  
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ID: 9873b4a3-71ca-40ea-9a78-7b1f5c78172c

<p>Procurement Resource Group  prg@nashville.gov  Metropolitan Government of Nashville and Davidson County  Security Level: Email, Account Authentication (None)</p>		<p>Sent: 4/6/2022 12:06:19 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Terri L. Ray  Terri.Ray@nashville.gov  Senior Procurement Officer  Metropolitan Government of Nashville and Davidson County  Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 3/31/2022 12:41:46 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Ana Alfaro  aalfaro@neogov.net  Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/4/2022 3:57:47 PM</p>
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**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
<p>Accepted: 4/4/2022 11:15:33 AM ID: ac04e5cc-5a52-4758-a08d-c37f9870a904</p> <p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/6/2022 12:06:13 PM Viewed: 4/6/2022 12:34:39 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2022 9:36:19 AM ID: e483e963-b58a-4202-9dc4-bf56200a874f</p>		
<p>Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/6/2022 12:06:16 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2022 12:04:55 PM ID: 9873b4a3-71ca-40ea-9a78-7b1f5c78172c</p>		
<p>Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)</p>		
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Mary Alice Emigh maryalice.emigh@nashville.gov Security Level: Email, Account Authentication (None)</p>		
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/18/2022 7:54:08 AM ID: 32221f41-5387-42f0-8a47-1fbc86454e18</p>		
<p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p>		
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898</p>		
<p>Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)</p>		
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/5/2022 12:17:14 PM ID: 7cfb6995-c336-4b3f-a321-11ecc2031d2e</p>		
<p>Ginger Hall ginger.hall@nashville.gov Security Level: Email, Account Authentication (None)</p>		
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Angela Orsbon Angela.Orsbon@nashville.gov Security Level: Email, Account Authentication (None)</p>		
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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David Eisler

deisler@neogov.net

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jesse Arguirre

c-jaguirre@neogov.net

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

3/31/2022 12:41:46 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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