CivicHR | Applicant Tracking System Proposal Submittals & Additional Materials

County of Humboldt, CA • February 17, 2014

Request for Proposal – RFP #HR2014-01

Developed by:
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Humboldt County Human Resources
Attn: Ron Halverson
Human Resources Assistant Director
825 Fifth Street, Room 100
Eureka, CA 95501
707-476-2352

Dear Ron Halverson:

Thank you for considering CivicHR as a partner for Humboldt County's resource system needs. I am excited to present a solution to help maintain and track employment candidate information with limited work and time commitment from your staff.

We are confident that the CivicHR | Applicant Tracking system is the most user-friendly solution available. Hidalgo County, TX recently selected to transition to the CivicHR | Applicant Tracking system. Hidalgo County had their former applicant tracking software for two years, but they were never able to fully utilize it because the software was too difficult to operate and the level of support provided to not meet their needs. We pride ourselves on the support we provide and our system's ease of use, which guarantees our solution is fully adopted by your county and its hiring teams.

Of the proposals you review, all should offer an intuitive way to quickly and efficiently populate information; however, the best solution should also include the latest innovations in government functionality that top candidates will seek to use when applying for your career opportunities.

You are likely aware, CivicPlus is the unique provider of the award winning Government Content Management System (GCMS®) – and is one of the most innovative, knowledgeable sources for engaging eGovernment solutions provided exclusively to over 1,600 public sector clients. CivicPlus' expertise lies in our ability to deliver a comprehensive solution that considers administrative ease and collaboration as well as end-user empowerment. Our human resources solutions can seamlessly integrate with your website to offer simplicity for your team, and keep your website the funnel of all information to your citizens.

The following proposal details how the CivicHR solutions will reduce your staff's workload, respect budget constraints and, most importantly, provide your community with a powerful online resource that promotes open and transparent access to your municipality's career opportunities.

I sincerely welcome the opportunity to elaborate further on our proposal and answer additional questions you may have about partnering with CivicHR.

Respectfully,

Tiffany Ledbetter

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Regional Sales & Consulting Manager
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A. RFP Signature Affidavit

NAME OF FIRM:	**Icon Enterprises, Inc.** **CivicPlus | Networks Plus | CivicHR**
STREET ADDRESS:	**317 Houston St., Suite E**
CITY, STATE, ZIP	**Manhattan, KS 66502**
CONTACT PERSON:	**Tiffany Ledbetter**
PHONE #:	**785-320-1597**
FAX #:	**785-587-8951**
EMAIL:	**Ledbetter@CivicPlus.com**

Government Code Sections 6250 et seq., the "Public Records Act," define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the release of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached Proposal and pricing are in conformity therewith.

Tiffany Ledbetter

Signature **Title:** Regional Sales & Consulting Manager

Name (type or print): Tiffany Ledbetter **Date:** 02/17/2014

This firm hereby acknowledges receipt / review of the following Addendum(s) (If any)
Addendum # Addendum # Addendum # Addendum #

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C. Corporate/Company/Agency Profile

Since our inception, CivicPlus has been capturing the passion our customers have for their communities and their residents with high-quality, eGovernment solutions. Our CivicHR Applicant Tracking and Employee Onboarding systems are built to intuitively help you hire better! We consider it a privilege to partner with municipalities to provide a solution in finding top notch candidates for your career opportunities and quickly transition them to productive employers.

Icon Enterprises, Inc., does business as CivicPlus and Networks Plus and employs more than 165 people. Incorporated in Kansas in 1998, we began providing technical-related services in 1994.

CivicPlus was born out of four rural cities' desire for a progressive way to maintain their websites without the burden of employing a continual webmaster. They sought a system that would allow routine updates and changes to be implemented by city staff, regardless of technical skill. After close consultation with these four initial cities, an innovative tool that automated the process of updating website content was developed. Our CivicHR tools also grew out of close collaboration with municipalities who are looking for better ways to attract and manage great people.

Today, under the leadership of founder Ward Morgan, CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 1,600 clients. Our commitment to setting the standard for service to local governments drives us to continue to expand our offerings.

At CivicPlus, we have a passion for helping local governments engage with their citizens and employees. Our goal with CivicHR is to help you hire top performers and streamline your hiring and talent management processes.

Primary Office	317 Houston St. Suite E Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951		
Incorporated In	State of Kansas	**Company Website**	www.CivicHR.com www.CivicPlus.com
Legal Name	Icon Enterprises, Inc., d/b/a CivicPlus	**Company Founder**	Ward Morgan, President/CEO
Prior or Pending Legal Actions	None		

CivicPlus Mission

We provide innovative software solutions that help communities engage and interact. We help government work better!

About CivicHR Division

The CivicHR division of CivicPlus was created in June of 2013, specifically to help local governments engage high performing employees to achieve the goals of their community. Our solutions are easy to use tools that will help our clients:

+ Increase the quality and performance of employees
+ Reduce administrative costs associated with HR processes
+ Ensure the compliance of HR practices

Solution Overview

CivicHR is a suite of web-based tools designed to help local government HR professionals hire, onboard and manage high-performing employees. The suite includes the following product modules:

+ CivicHR | Applicant Tracking
+ CivicHR | Employee Onboarding
+ CivicHR | Performance Management
+ CivicHR | Portal *(Coming Soon)*

CivicHR | Applicant Tracking is a web-based recruiting and hiring platform. All the tools needed to easily manage job descriptions, publish open positions, accept online applications and screen candidates to help easily hire top talent in less time!

CivicHR | Employee Onboarding is a web-based onboarding platform. All the tools needed to easily create, distribute and collect all necessary employee forms, distribute surveys, setup employee resources and manage training plans so new hires more quickly become highly productive employees!

CivicHR | Performance Management is a web-based performance evaluation platform. All the tools needed to complete employee performance evaluation, provide feedback and measure staff engagement to help local governments better serve their communities through the talented people they employ!

CivicHR | Portal is a human resources information system (HRIS or HRMS) solution for web-based records for storing, protecting and utilizing employee information such as; current and prior positions, date of hire, compensation, benefits enrollment, and emergency contacts. All the tools needed to move critical and sensitive information out of file drawers and spread sheets and into one secure dynamic resource!

Each product module may be purchased as stand-alone solutions or as integrated bundles. Solutions can be integrated with other CivicPlus products. Contact your representative to learn more.

Our solutions currently serve 3 communities with several additional clients in the process of implementation.

Support

The CivicHR team will support you every step of the way:

- Implementation
- Training
- Go Live
- Post Go Live
- Yearly Reviews

Proposer Qualifications

All authorized account users will have access to our Support Phone Number, Email Address, and Email Form (directly from the application itself).

CivicHR will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, authorized caller. Client is responsible for providing CivicHR with authorized account user information. Support includes providing technical assistance for the CivicHR software, application support, and technical maintenance of client's system.
CivicHR warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the software and reported to CivicHR by the Client, such warranty to include ongoing system upgrades and technical error correction.
The CivicHR team combines over 25 years of experience with software, IT, performance management software, and web-based solutions.

The team supporting the proposed solutions would include the following leads and their supporting staff:

Eric Carlson, CivicHR Senior Consultant and Development Lead
Eric Carlson leads the software development team for the CivicHR suite of solutions, supports client implementation and provides consulting services for CivicHR clients on system optimization as well as HR process improvement. Eric's prior experience includes:

Agile Product Solutions, Inc. – President & CEO
Eric founded and served as CEO of Wichita, KS based Agile Product Solutions, a cloud based talent management platform that include Applicant Tracking, Employee Onboarding and Performance Management software. Applications written on top of the .NET 4.5 framework with heavy JQuery and AJAX technology with a backend SQL Server database. Our open API allows us to integrate new hire and employee information with other vendors such as pre-employment assessment and background screening companies.

Static Void Software, Inc. - Software Development Consultant
Senior .NET consultant specializing in web and Winform development. Worked on an enterprise class healthcare applications. Work with a team of 6 developers and several DBA's on a large scale application using Winforms and WCF with a backend SQL Server 2008 database. Technologies currently being used are Visual Studio 2008, SQL Server 2008, C#, Winform, WCF and Code Smith. Other projects included web and Winform development and maintenance for several healthcare systems including provider credentialing and document management systems. Also have experience with Team Foundation Server 2010 and SQL Server Reporting Services 2008, including Report Builder 3.0.

Other projects with Static Void Software included writing and maintaining a Claim, Policy and Membership database application for a local insurance company. That project included design, development and maintenance of an Access database that was developed 11 years ago and is still being used by the same company.
HRN Management Group, Inc. - Director of Product Development

Senior .NET web and winform developer for five years before being promoted to Director of Product Development. Developed primarily on the .NET framework using C# and VB.NET with a little classic ASP mixed in. Currently operating in the capacity of lead developer on a commercial web-based application with 4,000 users and commercial winform application with 900+ clients. Primary responsibilities included design, documentation, development, product and maintenance of all company web and winform applications, including technical documentation. Management responsibilities include strategic planning and processing for the direction of HRN products and services as well as

managing 7 staff ranging in experience from developers, DBA's and QA support specialist. Current position requires strong interpersonal and written communication skills.

Technologies used were Visual Studio 2005, 2008, 2010, MySQL 5.0, Code Smith, .NET framework 2.0, 3.5, 4.0, C#, VB.NET, LINQ, AJAX, JQuery, CSS, DHTML, ORM tools like nHibernate and OpenAcess (Telerik), SQL Server 2000, 2005 and 2008. All web and winform development is developed either using custom UI controls or the Telerik Control Suite.

Jonathan Wiersma, CivicHR Product Manager
Jonathan Wiersma is responsible for product development and management of the CivicHR team including sales, implementation and support. Jonathan's prior experience includes:

CampusDoor – Assistant Vice President, Business Development and Implementation
Jonathan managed the development of custom web-based transaction processing software services for clients executing application, documentation and disbursement in the highly regulated financial services industry. He supported software platform design and implementation for clients processing annual transaction volumes ranging from $5M to $9B while maintaining a vigorous launch schedule with a 100% on-time go live ratio and solution up-time percentage of 99.8%.

Specialized skills include: user experience design, client needs assessment, requirements definition and project management with a focus on lean, agile processes, and service oriented architectures.

Tiffany Ledbetter, CivicHR Regional Sales and Consulting Manager

Tiffany is responsible for client needs assessment, implementation project management, training and client satisfaction. Tiffany's prior experience includes:

CivicPlus – Senior Project Manager. In this role, Tiffany guided CivicPlus GCMS projects through implementation. She worked closely with government leaders to build beautiful and engaging government websites. In partnership with guiding website projects through implementation, Tiffany also scheduled meetings, due dates, and facilitated all meetings during implementation. It is this role, Tiffany owned the client experience and proved why CivicPlus is the leader in government solutions.

Prior to this, Tiffany worked for a local communications provider as the Regional Sales Manager for new implementation & B-to-B Representative. She worked with the leadership team to outline opportunities for new locations, and built the locations from ground up. She worked closely with HR to track applicants, hire, onboard, and train the staff taking on the new locations. She worked within the various communities to bring site to new locations and educate individuals as to what was available. Tiffany also partnered with government businesses and local business to implement products of communication throughout the company. She worked closely with these clients to train them on the materials, as well as, maintain and exceed client satisfaction. Tiffany was also on the personal development, and leadership advancement track. With this she was able to learn and teach leadership and empowerment to staff, and outside parties. In combination of Tiffany's professional history, she is able to bring a robust amount of knowledge to the CivicHR team and dedicated service to CivicHR clients.

Steve Millslagle, CivicHR Regional Sales and Consulting Manager
Steve is responsible for client needs assessment, implementation project management, training and client satisfaction. Steve's prior experience includes:
CivicPlus – Senior Trainer Consultant. In this position, Steve assessed and identified client issues and problems, and developed solutions for local and city governments. This included facilitating meetings within departments and across departments. Steve specialized in training clients on how to maximize their new solutions.

Prior to this, Steve work for a global company as a traveling consultant and trainer within the HR department. He worked with HR directors, managers, and generalists to develop professional development plans for staff and positions. Now in his role with CivicHR, he is able to combine his passion of training, HR knowledge, and IT solutions to work directly with local and city governments.

CivicHR Contacts

Additional questions can be directed to the following CivicHR team members.

Tiffany Ledbetter, CivicHR
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Direct 785-320-1597
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Email Ledbetter@CivicPlus.com

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Fax 785-587-8951
Email Millslagle@CivicPlus.com

D. Description of Services

Tired of looking for a robust web based applicant tracking system only to find it is going to cost your entire HR budget for the year and is too confusing for your team to use?

CivicHR | Applicant Tracking is the answer. We provide a powerful yet flexible online applicant tracking system at a fraction of the cost of other systems on the market. Our goal is to provide you with a tool that will not only reduce the amount of time you spend sourcing and recruiting, but will also help you identify and attract top talent for positions at all levels. CivicHR | Applicant Tracking is an innovative platform built specifically for the public sector with proprietary methodology to support traditional skills based screening as well as performance and candidate fit for each position.

CivicHR | Applicant Tracking is a web-based recruiting and hiring platform local governments can actually use and afford. With all the tools needed to easily manage job descriptions, publish requisitions, accept online applications and screen candidates it helps local governments hire easier, faster, better!

Solution Outcomes

+ Get Better Candidates – Improve your reach and first impressions to attract highly talented candidates, who do not find career opportunities in the same way traditional job-seeker candidates search for jobs.
+ Make the Process Easy – Let our applicant tracking system do the processing and free up HR resources for the skilled responsibilities of increasing performance and improving the effectiveness of your workplace.
+ Fill Positions Faster – Shorten your Time-to-Fill by; posting jobs more quickly, reaching more qualified candidates sooner, process and provide communication to groups of candidates simultaneously and reduce the time required to review candidates by prescreening and ranking candidates for qualifications and position fit.
+ Reduce Cost-Per-Hire – Reduce costs in several ways; increase productivity of HR staff, decrease paper purchase and printing expense, eliminate paper storage, replace postage with free communication with candidates and effortlessly comply with all hiring regulations.

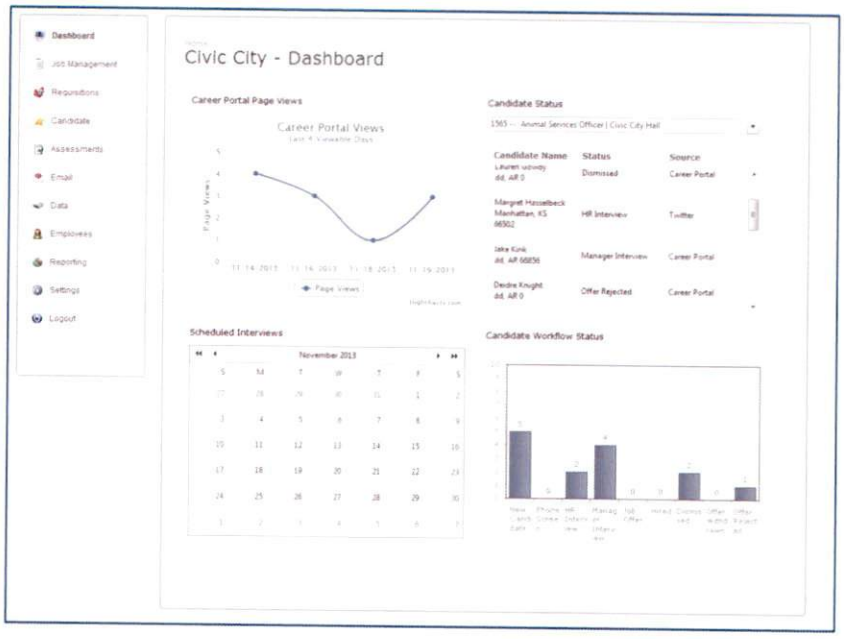
Key Features

+ Career Portal – Rely on an integrated career portal to help attract and recruit top talent. Make the hiring process user friendly for you and your applicants. Allow highly qualified potential applicants track and be notified about your openings. Integrate with your website or use as a hosted page.
+ Job Management - Manage all your jobs from one screen. Performance and Candidate Profiles help set accurate expectations. Share jobs through simple workflows to capture department feedback.
+ Job Requisitions – Create and publish openings in minutes and automatically share them on the job boards of your choice as well as Facebook, Twitter and listing sites. If required, you can easily route requisitions to hiring managers for review prior to publishing.
+ Job Sourcing Metrics - Track sourcing channel, Time-to-Fill and Cost-per-Hire with our proprietary costing calculators and reporting interface to ensure recruitment resources are most efficiently allocated.
+ Application Management - Maintain secure records of all applications and supporting materials with user based authorizations, department allocation, sorting and Google style search that works.
+ Dynamic Assessments - Enjoy the flexibility of web-based job assessments that you can quickly build, save and reuse without the help of IT staff allowing the system to score and rank candidates.
+ Candidate Management - Manage all passive and active candidate/applicants from one screen. Inline editing allows for easy navigation and straight forward sorting, rating, processing and routing of candidates at any stage. Outlook integrates for easy candidate interaction and scheduling. With the email control panel and templates you can initiate communication throughout the entire process.
+ Reporting Module - Report on EEO-1 and OFCCP data to ensure compliance in all areas of your job sourcing campaign.

Solution Overview

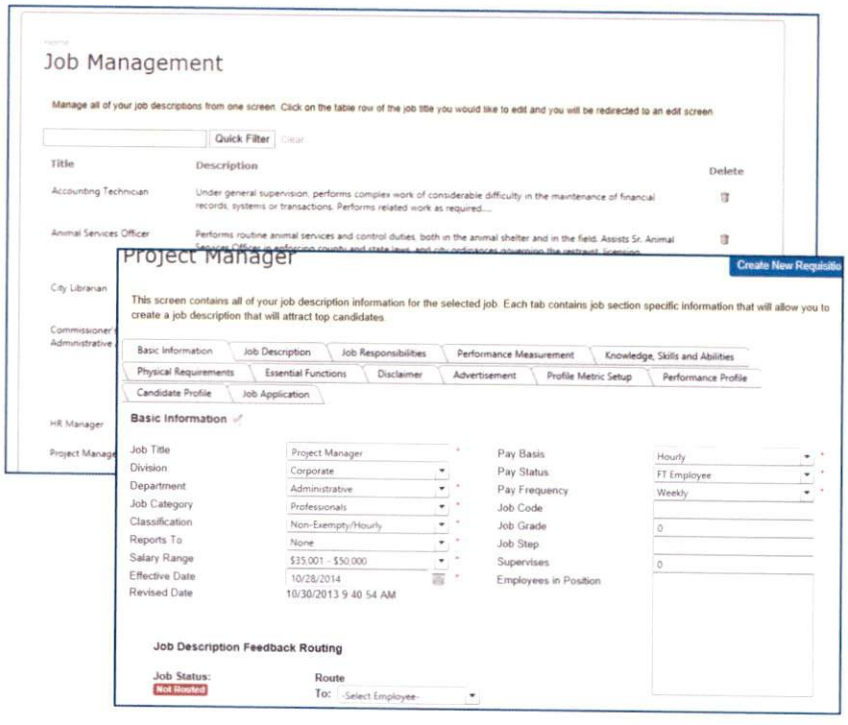
User Dashboard – Key information at a glance

+ Career portal traffic
+ Requisitions posted and candidates
+ Candidate workflow
+ Interviews schedule



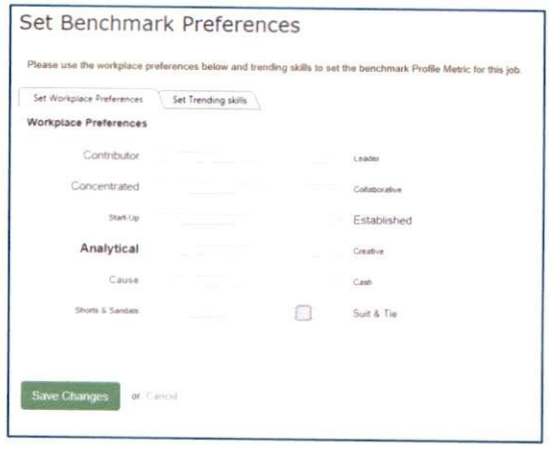
Jobs Management Library

+ Manage all job description sections independently
+ Build improved performance profiles and custom measurement criteria
+ Utilize a bank of local government specific Performance Profiles
+ Access, edit and route jobs for feedback
+ Set displayed application sections
+ Choose applicable assessments
+ Create a job postings in less than a minute



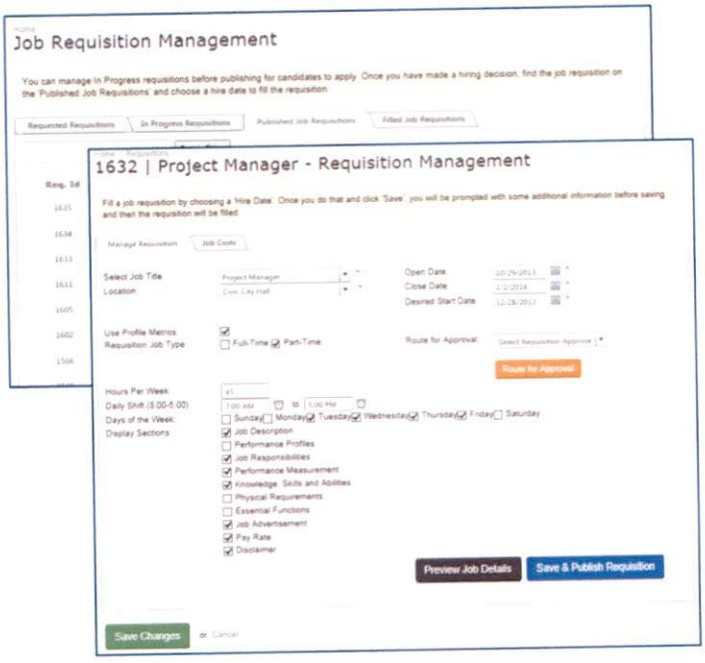
Profile Metrics Benchmarking

+ Proprietary CivicHR exclusive tools
+ Career focus and workplace preferences
+ Customizable key skills lists
+ Benchmark workplace preference to a top performer or set as admin
+ Set trending skills to determine applicant match to performance requirements



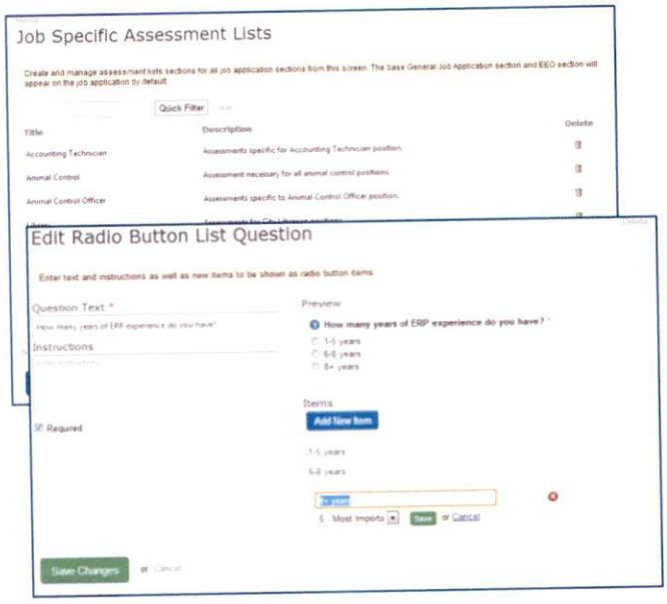
Requisition Management – A single page with easy-to-use tabbed layout and quick filtering

+ Manage in progress requisitions before publishing
+ Adjust position details
+ Route to a hiring manager
+ Save and publish to career portal
+ Close published requisitions once filled
+ Access archived filled requisitions



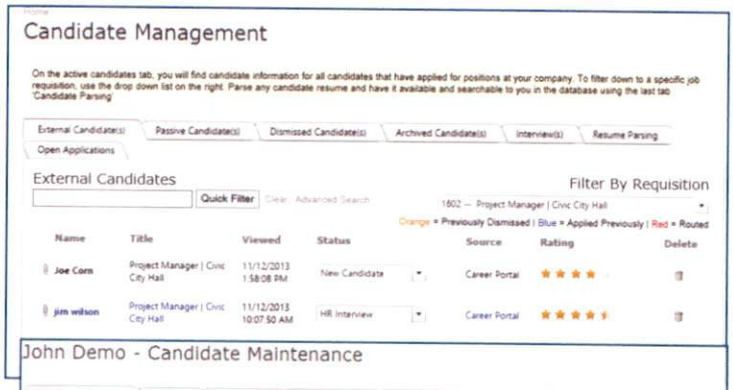
Assessments Management

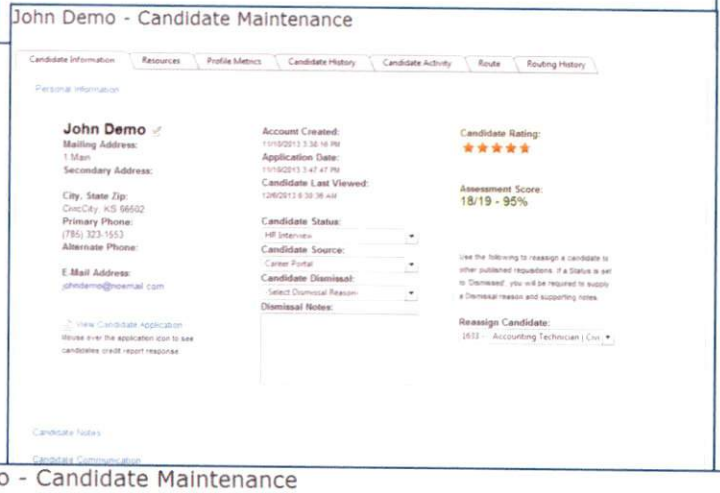
+ Build supplemental questions library for applications
+ Specify to a job or a functional area
+ Score the responses to the questions
+ Choose assessments to add to a job requisition before publishing

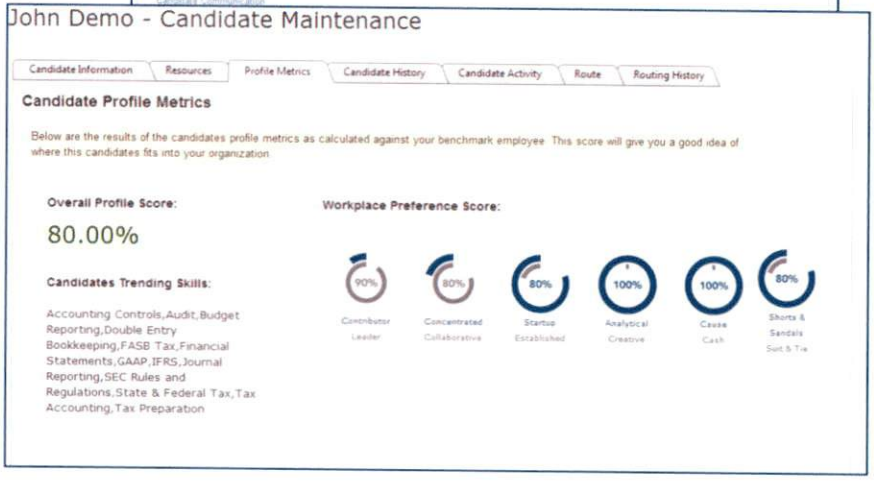


Candidate Management – Effortless processing

- Search and filter candidates by keyword
- Find ideal candidates within prior and passive applicants
- Change candidate status inline or through applicant communications
- Rank by original assessment scores and consider the most promising candidate first
- Quickly screen and remove low ranking candidates when appropriate without the risk of false positive knockout and applicant system gaming practices
- Review candidate resources such as a references, cover letter and resumes
- Adjust star rating based on interviews and resources
- Original Assessment score retained for review and records
- Log notes and forward comments
- Advance candidate to the next step in the hiring process or to another person for review
- Accurate and quick Resume Parsing with highlights of searched term to find applicable candidates quickly

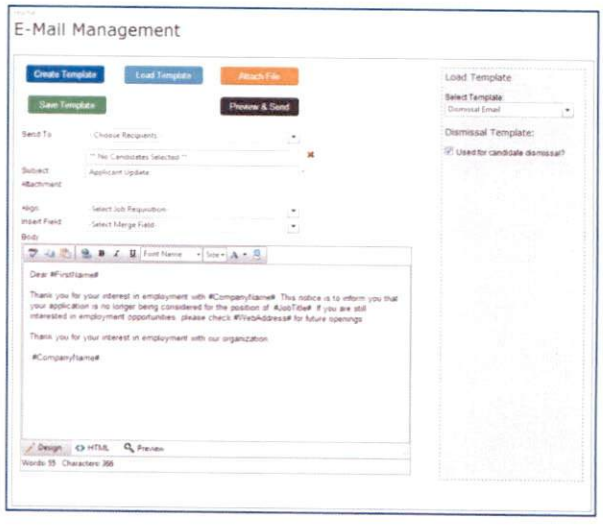






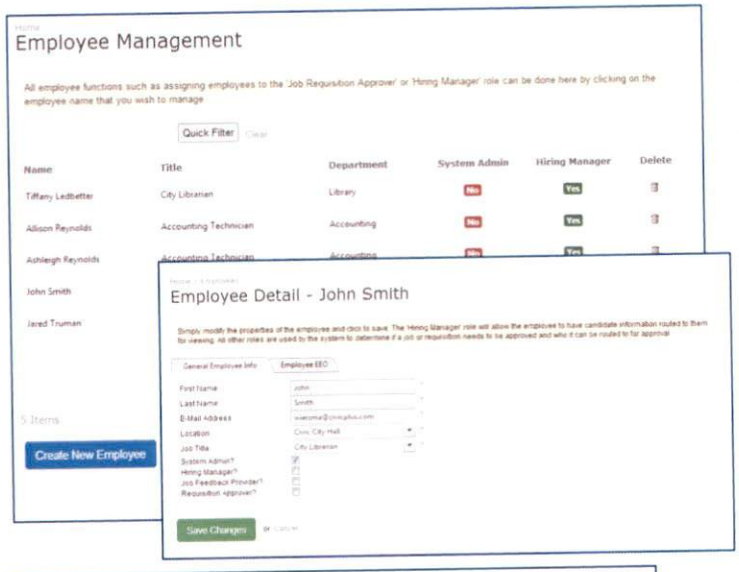
Email Management

- Create templates with auto complete fields
- Aligned templates globally or with requisitions
- Execute message delivery to groups or individuals
- Send dismissal notifications and automatically update candidate status
- Integrate with Outlook for email and calendar



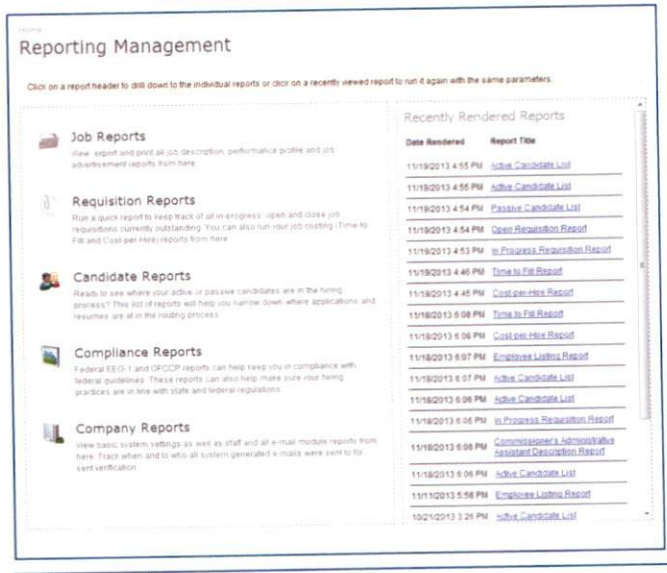
Employee Management

+ Search and filter employees by keyword
+ Configure roles and authorizations per employee
+ Setup administrators, hiring managers, job feedback providers and requisition approvers



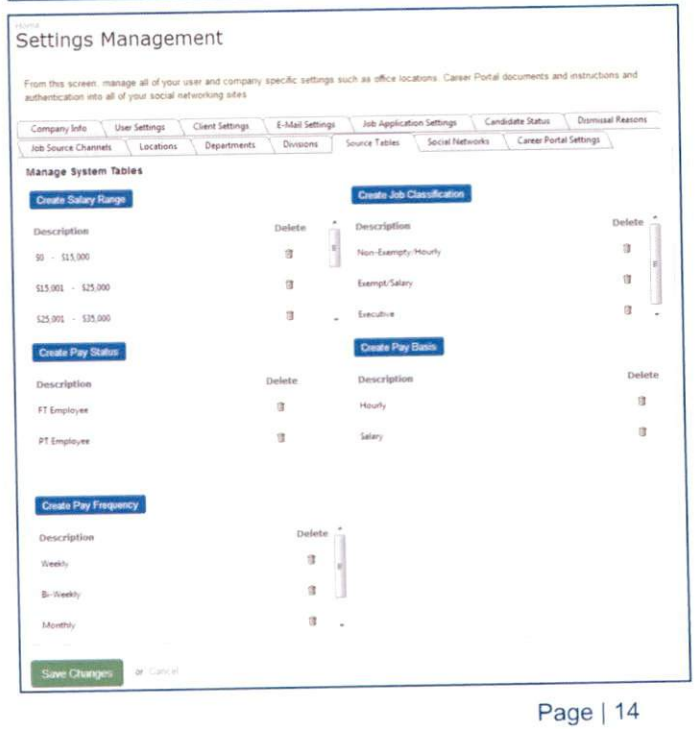
Reporting Management

+ Numerous reports for jobs, requisitions, candidates, sourcing, compliance and metrics
+ All the real time information you need when you want it
+ Easily print, export or save



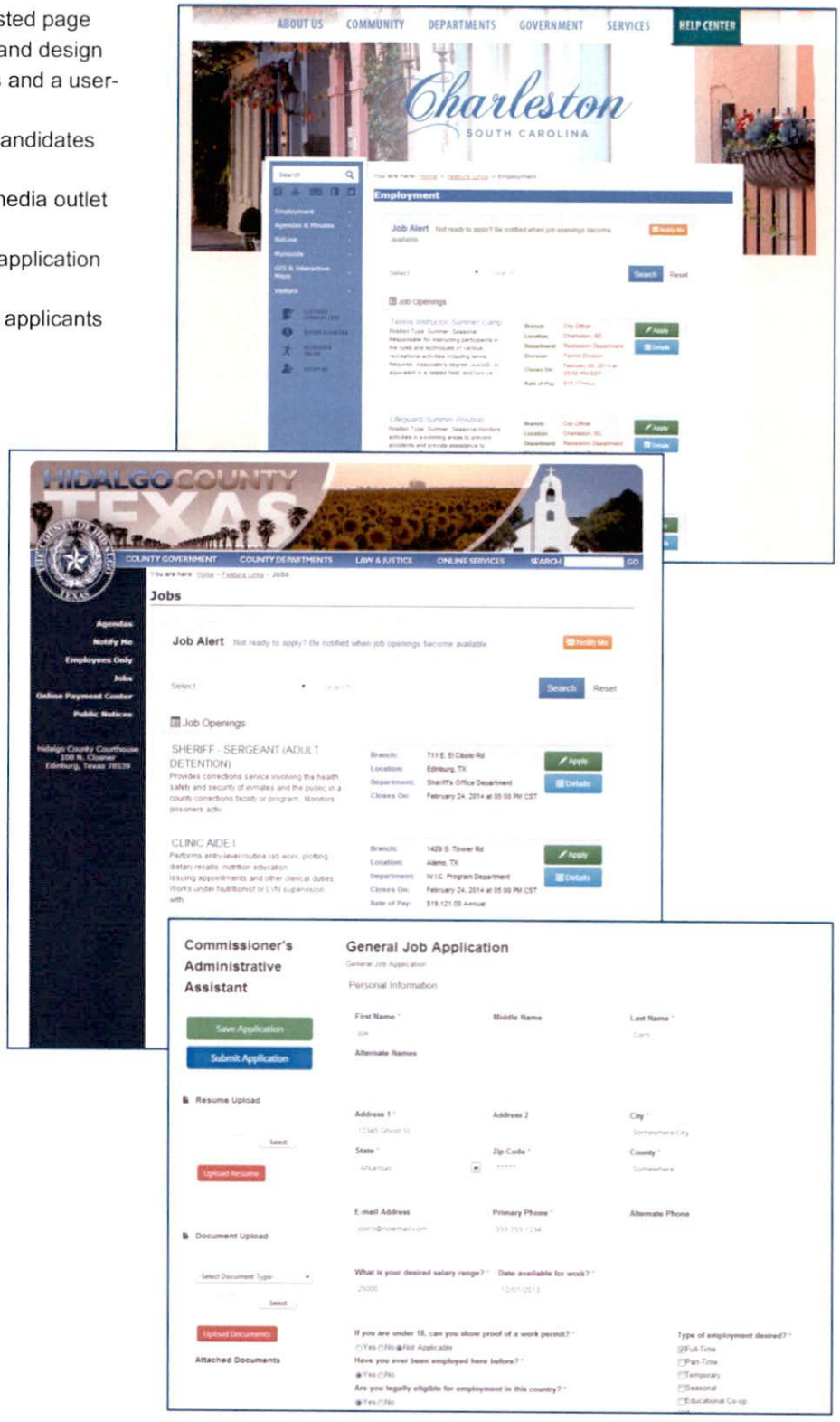
Settings Management

+ Fully customize your system easily on screen throughout the platform and behind the scenes.
+ Set global and job or user specific options
+ Easily integrate with 3rd party services including social media, applicant sourcing, background checks and more.



Career Portal

+ Integrated into your site and/or hosted page
+ Customizable content, messages and design
+ Posted requisitions with job details and a user-friendly online application
+ Notify Me for reaching interested candidates when new positions are posted
+ Ease to use sharing through any media outlet to broaden your sourcing reach
+ Straight forward resource upload, application saving and submit functionality
+ Pre-filled applications for returning applicants



E. Technical Capabilities

The CivicHR solutions are web-based Software as a Service (SaaS) applications. Access to the products can be obtained from all web-enabled devices. The application and all data are stored on cloud-based servers to provide scalability for small to very large organizations. Currently, only approved and qualified senior engineers are allowed to securely access the remote hosting environment. All data is transferred over secure FTP and is destroyed when data utilization is complete. All employees associated with CivicHR undergo criminal background checks and are held to the highest standards of personal data security and data protection. To what extent that information may be considered in making hiring decisions depends on Kansas Statutory law and industry standards.

CivicHR is backed by a partnership with GoGrid, a leading cloud-based hosting provider located in San Francisco, CA. In March of 2012, GoGrid successfully completed the SOC1 (SSAE16) Type II Audit. SSAE 16 is the new auditing standard developed in 2011 by the American Institute of Certified Public Accountants (AICPA) to replace SAS 70. SSAE 16 defines all the requirements applicable to data centers and other hosting providers. GoGrid has received SAS 70 Type II audits every year since 2006 and was one of the first cloud services providers to pass that audit.

All CivicHR product solutions are compatible with all browsers, meaning that you can use your preferred browser to access and work within any area of our products. Our products are all written on top of the Microsoft .NET 4.0 platform using a combination of C# and LINQ. AJAX and JQuery are utilized throughout the system to allow for a more responsive user interface. All production data is encrypted and stored in SQL Server 2008. All connections to our products made by client or mobile connections are SSL encrypted to 128-bit. The connection uses TLS 1.0 and is encrypted using AES_128_CBC, with SHA1 for message authentication and RSA as the key exchange mechanism.

Data backups are performed nightly and saved off site to Amazon cloud services data system where they are stored in their fire/flood/earthquake proof data centers. All encrypted documents are also sent to an Amazon controlled cloud server for disaster preparedness and system recovery. Any documents that are uploaded into the system by candidates or admins are programmatically converted to PDF documents and are also encrypted and password protected to provide the highest level of security while at rest.

F. Disaster Recovery Plan

Data backups are performed nightly and saved off site to Amazon cloud services data system where they are stored in their fire/flood/earthquake proof data centers. All encrypted documents are also sent to an Amazon controlled cloud server for disaster preparedness and system recovery.

G. Implementation Timeline

+ The timeline for implementation can be based solely on your needs and timeframe for implementation
+ The job application can be customized to your needs
+ The applicant tracking system can be integrated with your website as an employment opportunity listing and/or a link to a hosted Career Portal
+ Custom workflows can be configured specific for managing your hiring process
+ All system administrators, HR users and hiring managers can be setup with custom preferences

H. Training Plan

CivicHR | Onsite Training is provided at a very cost effective all inclusive level and is also highly recommended though not required.

During implementation we will schedule with you administrator and user training sessions. We will support you every step of the way and whenever questions arise. You will receive as much web-based training as you require for both administrators and users. Training can be direct or train-the-trainer, but CivicHR recommends training as a top priority in order to ensure optimal user adoption of the system and agency's hiring policies. Each subsequent year, you will receive up to eight (8) hours of individual web based training. There is no limit to the number of individuals that can attend training.

I. Specific Technical Requirement Worksheet, Exhibit A

Request for Proposal – RFP #HR2014-01

Exhibit A – Technical Requirement Worksheet

DESCRIPTIONS			
Level of Significance	**Requirements**	**Compliance Code**	**Proposer Comment**
3 = Required 2 = Highly Desired 1 = Optional		Y = Meets requirements P = Partially meets requirements N = Does meet requirements	Description of how the proposed system meets or partially meets the requirement

SYSTEM REQUIREMENTS				
Item Number	**Level of Significance**	**Requirements and Features**	**Compliance Code**	**Proposer Comment**
1	3	The ability to create, route, track and approve requisitions.	Y	Requisitions are easily created from Jobs Management or Requisitions Management sections of the platform, can be routed for approval and published. Requested, Pending, Published and Filled requisitions are easily tracked in Requisition Management section of the platform.
2	3	The ability to create and post job announcements.	Y	Job announcements are created with in Jobs Management and selected for the Requisition when published. Announcements may be distributed through automation or ad hoc by authorized users.
3	3	The ability to create and use prescreening questions in addition to those on the standard application such as supplemental questionnaire submittals.	Y	Prescreening questions and assessments can be created with in Assessment Management section of the platform and can be selected or customized for each job, department, or division.
4	3	The ability to create recruitments and examinations which include multiple	Y	System allows for the establishment of multiple

		selection process steps.		selection process steps for recruitments. Process steps are fully customizable. Examination steps can be configured in Job Management and tracked in Candidate Management. The platforms flexible APIs allow for customization and integration for examination partner integration. The platform will be customized to optimize examination management efficiency.
5	3	The ability to track applicants, and notifications to applicants as they move through the examination – selection process.	Y	Candidate Management and the ATS Dashboard allow for tracking and processing of applicants. Notifications can be customized and selected for each status/stage. The platforms flexible APIs allow for customization and integration for examination partner integration. The platform will be customized to optimize examination management efficiency.
6	3	The ability to plan, schedule, process, score and analyze multiple types of examinations, including performance, written, oral and weighted exams and application appraisals.	Y	Candidate Management section allows for the planning, schedule and track examinations. The platforms flexible APIs allow for customization and

				integration for examination partner integration. The platform will be customized to optimize examination management efficiency. electronically.
7	3	The ability to create pass points and view statistical examination analysis.	Y	The platforms flexible APIs allow for customization and integration for examination partner integration. The platform will be customized to optimize examination management efficiency.
8	3	The ability to create a ranked employment list.	Y	Candidate Management is customizable to provide the ability to rank employment lists.
SYSTEM REQUIREMENTS				
Item Number	**Level of Significance**	**Requirements and Features**	**Compliance Code**	**Proposer Comment**
9	3	The ability to certify a ranked employment list.	Y	Candidate Management provides the ability to rank employment lists for reviewers.
10	3	The ability to create "canned" and ad-hoc reports.	Y	The Reporting Module allows for numerous standard reports and custom reports can be added at client request or through data export.
11	3	The ability for applicants to create and submit job interest cards to notify them of future employment opportunities.	Y	Applicants can submit interest cards (Notify Me subscriptions) to be notified of future opportunities.
12	1	The ability to post recruitment videos with job announcements.	Y	Videos can be posted with job announcements however currently video creation and hosting is require by the county using a video service or as a portion of other services such as within website

				content management solutions.
13	3	The ability to provide online salary information filtered by bargaining unit, job title and keyword search.	Y	Salary and job descriptions are custom built to client specifications to provide required data from Jobs Management.
14	3	The ability to provide online job descriptions information filtered by bargaining unit, job title and keyword search.	Y	Salary and job descriptions are custom built to client specifications to provide required data from Jobs Management.
15	3	The ability for users to post multiple attachments, including resumes and licensure certificates.	Y	Multiple documents and document types may be uploaded.
16	3	The ability to add supplemental information to posted job classification, including promotional recruitments.	Y	Job Management provides multiple tabs for the creation, storage and selection to display or not display supplemental information.
17	3	The ability for applicants to save partially completed applications and complete them in subsequent sessions.	Y	Applications can be saved and continued in subsequent sessions. Applications auto save drafts for applicants at set timed intervals to protect from lost or duplicate entry.
18	3	The ability to work as a vendor hosted solution from within the County's Civic Plus hosted website.	Y	As a fully owned division of CivicPlus, CivicHR is uniquely able to integrate solutions into CivicPlus designed and hosted websites. CivicHR and CivicPlus integration provides the added benefit of shared CSS for a seamless and consistent design that is dynamically and automatically aligned with the website design.
19	3	The ability to do bilingual applications.	Y	A customized Spanish application is currently supported.

J. Cost Proposals, Exhibit B

RFP # HR2014-01

Exhibit B – Cost Proposal Form

Itemize the costs to the County for all services to implement application tracking system. Include all required services, manuals, documentation, training-related expenses and materials and taxes. Costs for the entire project shall be summarized on this form. A narrative may be attached to clarify any pricing data submitted.

Development, Implementation, Installation and other Professional Services	$ 1,000.00
Training and Documentation	$ Included
Annual Maintenance and License Fees	$ 8,995.00
Other Required Components Included from Exhibit A that are Not Included Above	$ 21,000.00
Total Bid Costs	$ 30,995.00

Pricing Detail

CivicPlus is committed to providing all the expertise and functionality you need in an easy to use platform at an affordable price by offering more value in the only way that matters, by solving the problems you face.

Description of Product and Services	First Year	Annual Recurring
CivicHR | Applicant Tracking Risk Free Kick-off – Up to 90 days free use of an initial implementation with active listings and full CivicHR team support to help fill current openings.	FREE	N/A
CivicHR | Applicant Tracking Annual Full Subscription - Full feature set functionality - Unlimited access for unlimited users - Unlimited jobs management library - Unlimited customizable assessments - Unlimited requisition postings - Unlimited applicants and candidates - Unlimited storage and retention	$13,995.00 / Annually	$13,995.00 / Annually
Custom Online Job Application	FREE	N/A
Web-based Career Portal and Job Listing Integration	FREE	FREE
Setup and Implementation – Full provisioning of your system with support for electronic job detail import (if applicable), custom application development, user setup and system configuration.	$1,000.00/ One-time fee	N/A
Custom Development - Development allowance for system modification for examination integration and management - Custom development $20,500 - Bilingual application at $500	Not-to-exceed $21,000	
Support – Q&A, troubleshooting and user assistance	FREE and Unlimited	FREE and Unlimited
Web-based Training – Custom dedicated training for organization employees via web-based conferencing.	FREE and Unlimited	Up to 8 hours per year included
Webinars and Online Resources – Online group training via video demo or webinar. Sessions include but are not limited to; new feature roll-out review, industry topics and user refreshers.	FREE and Unlimited	FREE and Unlimited
Discount**	($5,000,00)	($5,000.00)
Total	$30,995.00	$8,995.00

* Pricing tier assigned based on estimated user and support requirements. Recurring subscription pricing is subject to normal product pricing changes not to exceed an increase of 5% per year. Pricing may be locked in for up to 3 years with a multi-year purchase.

** Limited time offer: Discount available for purchase orders received on or before 5/30/2014. Discount will be applicable to annual recurring pricing with automatic renewal of subscription.

Additional Products and Services Pricing

Description of Product and Services	Pricing
CivicHR | Onsite Consulting – Expert assistance to not just upgrade your tools but also streamline your processes. Recommended in blocks of 2 to 3 days on location, with a 2 day minimum. Includes all applicable materials, consultant fees and travel expenses.	$2,200 /day *(Compared to $3300/ per day)*
CivicHR | Employee Onboarding Annual Subscription – A complete and fully integrated solution for streamlined management of the transition of hires to productive employees.	$3,000 / year if purchased with CivicHR | Applicant Tracking $500.00 One-Time Implementation Fee.
Additional Custom Online Job Applications – Secondary applicant template(s) development and setup of functionality to toggle application selection.	$500.00
Custom Development- Additional development if requested outside the scope of the enclosed proposal.	$175.00 per hour

K. Documentation

Sample Agreement, Exhibit C

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[Icon Enterprises, Inc., d/b/a CivicPlus]

This Agreement, entered into this 18 day of February, 2014, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Icon Enterprises, Inc., d/b/a CivicPlus a _____ corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Human Resources Department, desires to retain the services of CONSULTANT to develop and implement a modern web-based, vendor-hosted job application tracking system; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT has represented that it is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

CONSULTANT agrees to furnish the services described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such services and assistance, CONSULTANT agrees to fully cooperate with the Assistant Human Resources Director or designee thereof, hereinafter referred to as Assistant Director.

2. TERM:

Unless sooner terminated as provided herein, the term of this Agreement shall begin upon execution by both parties and shall remain in full force and effect until all required services are completed as set forth in Exhibit B – Implementation Timeline, which is attached hereto and incorporated herein by reference.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation. In the event of any termination of this Agreement, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONSULTANT.

4. COMPENSATION:

The maximum amount payable by COUNTY under this Agreement is Thirty thousand, nine hundred ninety five dollars. Dollars ($30,995.00). CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The rates and costs shall be as set forth in Exhibit C – Schedule of Rates, which is attached hereto and incorporated herein by reference.

5. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all work completed. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Assistant Director and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Human Resources Department
Attn: Ron Halverson
825 Fifth Street, Room 110
Eureka, CA 95501

CONSULTANT: Icon Enterprises, Inc. DBA
Attn: CivicHR Division
317 Houston St. Suite E
Manhattan, KS 66502

7. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor CONSULTANT's activities related to this Agreement, including the right to review and monitor records, programs or procedures related to this Agreement, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement,

CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and

regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. DRUG-FREE WORKPLACE:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:

1. The dangers of drug abuse in the workplace;

2. CONSULTANT's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:

1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and

2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.

D. Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future state contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

14. HOLD HARMLESS/INDEMNIFICATION:

CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars ($1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars ($2,000,000) for each occurrence (Four Million Dollars ($4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

5. Insurance Notices: County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

   a. Includes contractual liability.

   b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."

   c. Is the primary insurance with regard to COUNTY.

   d. Does not contain a pro-rata, excess only and/or escape clause.

   e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.

6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000) shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above aggregate limits.

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

17. COMPLIANCE WITH LAWS:

CONSULTANT agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. STANDARD OF PRACTICE:

CONSULTANT warrants that CONSULTANT has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Assistant Director.

28. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under the terms of this Agreement. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts whether approved by COUNTY or not.

29. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

30. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. TIME LIMIT AND LIQUIDATED DAMAGES:

It is agreed by the parties hereto that in the event the work called for under the Agreement is not finished by the time of completion set forth in Exhibit B – Implementation Timeline, damage will be sustained by COUNTY, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage sustained by reason of such delay. Therefore, it is further agreed that CONSULTANT will pay to COUNTY the sum of Zero Dollars ($ 0.00) per day for each and every calendar day beyond the deadline set forth in Exhibit B; and CONSULTANT agrees to pay said liquidated damages herein provided for, and further agrees that COUNTY may deduct the amount thereof from any moneys payable or that may become payable to CONSULTANT under the Agreement.

32. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

33. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

34. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[CONSULTANT]

By: _____ Date: _____

Name: Tiffany Ledbetter

Title: Regional Sales & Consulting Manager

By: _____ Date: _____

Name: Jonathan Wiersma

Title: CivicHR Product Manager

COUNTY OF HUMBOLDT

By: _____ Date: _____
Rex Bohn
Chair Board of Supervisors

APPROVED AS TO FORM:

By: _____ Date: _____
Deputy County Counsel

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Analyst

L. References Data Sheet, Exhibit D

Request for Proposal – RFP #HR2014-01

Exhibit D – Reference Data Sheet

REFERENCE DATA SHEET			
Provide a minimum of three (3) references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.			
NAME OF AGENCY:	Hidalgo County, TX		
STREET ADDRESS:	P.O. Box 207		
CITY, STATE, ZIP	Edinburg, TX 78540		
CONTACT PERSON:	Renan Ramirez, Chief Information Officer	**EMAIL:**	renan.ramirez@co.hidalgo.tx.us
PHONE #:	956-292-7010	**FAX #:**	956-843-2374
Product(s) and/or Service(s) Used:	CivicHR Applicant Tracking System		
Department Name:	Information Technology		
Approximate County (Agency) Population:	806,552		
Number of Departments:	31 Departments with approximately 2,200 employees.		
General Description of Scope of Work for New Applicant Tracking System:	Data input to build all job descriptions, job requisitions, user information, assessment questions, and iFraming the CivicHR system into the County's CivicPlus website.		
Time frame for Implementation from Date of Contract Award to Completion:	90 Days per timeline requested by client. Implementation can be completed in 14 business days.		
Applicant Tracking System Implementation Date:	November 2013		
NAME OF AGENCY:	Charleston, SC		
STREET ADDRESS:	80 Broad Street.		
CITY, STATE, ZIP	Charleston, SC 29402		
CONTACT PERSON:	Lin Beets	**EMAIL:**	beetsl@charleston-sc.gov
PHONE #:	843-577-4788	**FAX #:**	843-958-4004
Product(s) and/or Service(s) Used:	CivicHR Applicant Tracking System		
Department Name:	Human Resources		

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Exhibit D – Reference Data Sheet

Approximate County (Agency) Population:	125,583	
Number of Departments:	13 Departments with approximately 1,600 employees.	
General Description of Scope of Work for New Applicant Tracking System:	Data input to build all job descriptions, job requisitions, user information, assessment questions, and iFraming the CivicHR system into the City's CivicPlus website.	
Time frame for implementation from Date of Contract Award to Completion:	30 Days per timeline requested by client. Implementation can be completed in 14 business days.	
Applicant Tracking System Implementation Date:	December 2013	
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP		
CONTACT PERSON:		**EMAIL:**
PHONE #:		**FAX #:**
Product(s) and/or Service(s) Used:		
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work for New Applicant Tracking System::		
Applicant Tracking System Implementation Date::		

M. Evidence of Insurability/Business Licenses

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2013

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 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).

PRODUCER	CONTACT NAME: Elizabeth Smoller
Charlson-Wilson Insurance 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan KS 66505-1989	PHONE (A/C, No, Ext): (785) 537-1600 FAX (A/C, No): (785) 537-1697 E-MAIL ADDRESS: bsmoller@charlsonwilson.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Sentinel Insurance Company, LTD — 11000
	INSURER B: Rated by Multiple Companies — 00914
	INSURER C: Hartford Insurance Group
	INSURER D:
	INSURER E:
	INSURER F:
INSURED ICON ENTERPRISES INC D/B/A NETWORK PLUS AND CIVICPLUS 317 HOUSTON STREET MANHATTAN KS 66502	

COVERAGES — CERTIFICATE NUMBER: 2013 Master — 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			37SBAAM8566	5/17/2013	5/17/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			37UECTE7974	5/17/2013	5/17/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		37WECPA9652	5/17/2013	5/17/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Technology E&O			00 TE 0277079-13	1/1/2013	1/1/2014	Each Glitch Limit Aggregate Limit	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATIONAL PURPOSES ONLY PLEASE CONTACT AGENT TO BE LISTED AS CERTIFICATE HOLDER	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 Martha Pottberg/TPB Martha Pottberg

ACORD 25 (2010/05)
INS025 (2010/05) 01

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N. Exceptions, Objections and Requested Changes

Not Applicable at this time.