



AGENDA ITEM NO.
C-5

COUNTY OF HUMBOLDT

For the meeting of: April 15, 2014

Date: April 1, 2014

To: Board of Supervisors

From: Phillip Smith-Hanes, County Administrative Officer *PSH*
Dan Fulks, Human Resources Director *df*

Subject: Humboldt County Job Applicant Tracking System

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the selection of NEOGOV as the vendor to develop and implement a web-based, vendor-hosted job applicant tracking system;
2. Authorize the County Administrative Office and/or the Human Resources Department to negotiate a professional services agreement for an amount not to exceed \$127,000 with NEOGOV to develop and implement a job application system and provide ongoing hosting, support and maintenance services;
3. Authorize the Board Chair to execute a professional services agreement with NEOGOV that is substantially similar to the sample agreement attached hereto (see Attachment 4) after review and approval by County Counsel and Human Resources; and
4. Authorize the Board Chair to execute any future amendments to the professional services agreement with NEOGOV after review and approval by County Counsel and Human Resources.

Prepared by Cheryl Dillingham CAO Approval *[Signature]*

REVIEW: Auditor _____ County Counsel *df* Human Resources *df* Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fernald* Seconded by Supervisor *Bass*

Ayes: *Bass, Fernald, Bohn, Cavallace, Gundry*

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *April 15, 2014*

By: *[Signature]*

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING: Information Technology Fund

DISCUSSION:

Since 2006, the County of Humboldt has used a web-based, in-house applicant tracking system for recruiting, testing, and creating and certifying employment lists. Due to outdated software language and technology that is no longer sustainable, the County seeks to replace this in-house system with a modern, supportable job applicant tracking system. The County conducts over 150 recruitments annually and receives approximately 4,000 applications for employment each year. Approximately 95% of the employment applications received each year are submitted on-line. Applicant customer service is currently suffering since significant staff time, in both Information Technology and Human Resources, is being allocated to troubleshooting/resolving performance errors caused primarily by deteriorating software. As a result, the current software is no longer an appropriate mechanism to submit timely and accurate applications for employment. For this reason a replacement, vendor-supported, job applicant tracking system is being recommended.

A Request for Proposals (RFP) was released on February 3, 2014, with a closing date of February 21, 2014. Human Resources received six proposals for development and implementation of a job application system.

After receiving the RFP responses an evaluation committee consisting of five County employees was created to evaluate submitted proposals. The evaluation committee consisted of cross-functional staff from the following departments:

County Administrative Office – Management and Budget Team
County Administrative Office – Information Technology Division
Human Resources Department

The evaluation committee's criteria, as specified in the RFP, were broken down into three categories, assigning a maximum point value to each category:

Technical requirements and functionality – 50 points: Ability to meet the technical and functional requirements referenced in Section 4.0 of the RFP. (See Attachment 1.)

Company Profile and References – 40 points: Proposer's related experience in successful implementation of job application systems for government agencies of comparable sizes.

Overall cost of Project – 10 points: Total cost to provide the job application system, including development, implementation, installation, training, licensing, ongoing support and other miscellaneous costs.

The evaluation committee reviewed RFP responses from the six vendors based on the criteria stated in the RFP and selected NEOGOV as the preferred vendor (see detail in Attachment 3).

Accordingly, staff recommends that the Board approve the selection of NEOGOV, and authorize the Board Chair to execute a professional services agreement therewith, for implementation and ongoing annual hosting, maintenance and support services. To allow for additional enhancements and technology changes that might be required in the future for the job applicant system, staff recommends that the Board Chair also be authorized to execute future amendments to the agreement with NEOGOV.

FINANCIAL IMPACT:

According to NEOGOV's cost proposal, development, implementation and training services will cost \$7,500, and ongoing hosting, support and maintenance services will cost \$24,000 annually for a total cost of \$127,500 over the five year term of the agreement. Funding for the agreement with NEOGOV is available in the Information Technology budget.

OTHER AGENCY INVOLVEMENT:

All County departments

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose to not accept the recommendation of the RFP evaluation committee. This alternative is not recommended because the committee decision was based on the ranking and evaluation criteria described in the RFP.

ATTACHMENTS:

- Attachment 1 – Request for Proposal #HR2014-01 – Applicant Tracking System
- Attachment 2 – Applicant Tracking System Proposals Received (on file with Clerk of the Board)
- Attachment 3 – Evaluation Summary
- Attachment 4 – Sample Professional Services Agreement with NEOGOV

ATTACHMENT 1

Request for Proposal #HR2014-01 for Applicant Tracking System



Human Resources Department
COUNTY OF HUMBOLDT

825 Fifth Street, Room 100
Eureka, CA 95501
rhalverson@co.humboldt.ca.us

COUNTY OF HUMBOLDT

Request for Proposal - RFP #HR2014-01

APPLICANT TRACKING SYSTEM

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**Request for Proposal (RFP)
Cover Page**
Human Resources Department
County of Humboldt, Eureka, CA

COUNTY AGENCY

Human Resources

RFP NUMBER

HR2014-01

RFP TITLE

Applicant Tracking System

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a Proposal for the development and implementation of an applicant tracking system.

DEADLINE FOR
RFP SUBMISSION

DEADLINE FOR PROPOSALS TO BE RECEIVED

February 21, 2014

4 P.M. Pacific Standard Time

LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO
THIS ADDRESS

HUMBOLDT COUNTY HUMAN RESOURCES

825 Fifth Street, Room 100

Eureka, CA 95501

SPECIAL
INSTRUCTIONS

- Label the lower left corner of your sealed submittal package with the RFP number HR2014-01
- Submit one original with seven additional copies of Proposal with required forms.
- Submit an electronic copy of Proposal with required forms to rhalverson@co.humboldt.ca.us

DIRECT ALL INQUIRES
TO

NAME Ron Halverson

TITLE Human Resources Assistant Director

PHONE # 707/476-2352

EMAIL rhalverson@co.humboldt.ca.us

WEBSITE <http://www.co.humboldt.ca.us/hr/>

COUNTY WEBSITE

WEBSITE <http://www.co.humboldt.ca.us>

RFP SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

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.

Signature

Title

Name (type or print)

Date

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

1.0 DEFINITIONS

- A. **Addendum** – An amendment or modification to the Request for Proposal.
- B. **County** – County of Humboldt.
- C. **Proposal** – An offer submitted in accordance with this RFP to provide an ongoing service for a specified sum of money.
- D. **Proposer** – Any individual or business responding to this Request for Proposal.
- E. **RFP** – Request for Proposal

2.0 INTRODUCTION

2.1 Statement of Purpose:

The County of Humboldt (County) is issuing this Request for Proposal to firms or individuals interested in providing expert and technical services to develop and implement an applicant tracking system. The County seeks to create a modern applicant tracking system which will provide access to an unlimited number of County staff and job applicants on a 24-hour basis. The applicant tracking system must be easy to update and modify. In addition, the applicant tracking system must be customizable to conform to the County's human resource rules and practices that support Humboldt County's Merit System rules.

Information received from the RFP shall be objectively evaluated to determine, in County's sole discretion, those vendors best qualified to meet business needs. This is a non-binding solicitation.

2.2 Background:

Since 2006, the County of Humboldt has used a web-based, in-house applicant tracking system for recruiting, testing, and creating and certifying employment lists. Currently, the County conducts over 150 recruitments annually, receives approximately 4000 applications for employment each year of which approximately 95% are received on-line. The County of Humboldt has approximately 2000 employees and is one of the largest employers in the county. HR operates a central recruiting process, narrowing candidates to six on an eligibility list.

3.0 PRELIMINARY SCOPE OF SERVICES:

This document only presents a preliminary scope of services to generally communicate the County's expectations for the applicant tracking system project. A final scope of services will be developed by the County and the successful Proposer. All Proposers will be held strictly to the technical, service and capability requirements outlined in this RFP, and such requirements will be incorporated into the final Professional Services Agreement. The County desires to develop and implement an applicant tracking system which will provide access to an unlimited number of County staff and job applicants on a 24-hour basis. This RFP is for applicant tracking system development, implementation, training and support services only.

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare Proposals. The precise scope of services and site organizational structure to be incorporated into the final Professional Services Agreement will be based upon the successful Proposal and may be the subject of negotiations between the County and the successful Proposer.

Based upon the County's outline of services, the Proposer shall prepare a complete description of the scope of services which the Proposer intends to perform in order to meet the requirements set forth in Section 4.0 – Specific Technical Requirements and the County's overall goals.

3.1 Outline of Anticipated Services:

The following is an outline of the services that the County anticipates the successful Proposer to perform. The Proposer may identify services in its Proposal that differ from the outline of services described in this RFP, if the Proposer believes such changes will achieve the County's goals in a more efficient and effective manner.

1. Implement a web-based, vendor-hosted applicant tracking system for job applications, recruiting, testing and development and maintenance of employment lists, certification/referrals, and classification. Create an application system to conform to the practices and rules that support Humboldt County's Merit System rules.
2. Improve efficiencies in HR workflow, analysis, classification, testing, and selection practices and procedures.
3. Import existing application's data, including interest card data, resumes, and attachments.
4. Create user-friendly reports, including the ability to create ad-hoc reports.
5. Improve services and ease of use for applicants and departmental customers.
6. Provide data integration with Sungard One Solution for master file information, Equal Employment Opportunity reporting and data collection.

3.2 Development Process:

It is expected that the successful Proposer will accept input and guidance from County staff in order to develop an applicant tracking system that best meets County's needs. The County anticipates that the successful Proposer will work together with the County to plan and organize information, including, but not limited to, participating in planning sessions, regular meetings, and training sessions. The successful Proposer will also be expected to maintain timely and regular communication with the County throughout the duration of the project. The successful Proposer shall communicate any additional features the Proposer feels would improve the County's applicant tracking system or the transition of County staff during the development process.

4.0 SPECIFIC TECHNICAL REQUIREMENTS:

Exhibit A – Specific Technical Requirement Worksheet describes the technical requirements for the applicant tracking system by level of significance. The Proposer shall indicate the anticipated level of compliance with each requirement by indicating the following:

“Y” for “Yes,” fully complies with the specified requirement.

“P” for “Partial,” partially meets the specified requirement.

“N” for “No,” does not meet the specified requirement.

Proposer shall provide a detailed explanation of how it will meet each of the requirements for a “Yes” response and an explanation for any partial or non-compliant response in the “Proposer Comment” column or by attaching separate sheet(s), if necessary. If separate sheets are attached, Proposer shall restate the text of the requirement along with the item number and provide the response immediately following it in the same sequence as in Exhibit A.

5.0 **SCHEDULE OF EVENTS:**

The following RFP schedule of events represents the County’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Standard Time (PST).

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule of events shall be provided to all Proposers.

EVENT	DATE
RELEASE OF REQUEST FOR PROPOSAL	February 3, 2014
DEADLINE FOR SUBMISSION OF QUESTIONS Email: rhalverson@co.humboldt.ca.us	February 14, 2014
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	1:30 P.M. PST, February 21, 2014
RFP EVALUATION PROCESS	February 21, 2014 – March 21, 2014
RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM)	April 11, 2014
AGREEMENT FINALIZATION	May 12, 2014
AGREEMENT START DATE	May 26, 2014
TIMELINE FOR COMPLETION OF TRAINING AND INSTALLATION	Approximately 1 to 3 months after the agreement start date.

6.0 **TERM OF AGREEMENT:**

The term of the Professional Services Agreement for the applicant tracking system project shall commence upon execution and shall continue until completion of all development, implementation, training and support services in accordance with the agreed-upon project implementation timeline.

7.0 PROPOSAL SUBMITTAL:

Proposer shall prepare and submit one (1) original and seven (7) additional copies of the Proposal by 4:00 p.m., Friday, February 21, 2014. Proposals shall be signed by an authorized agent and placed in a sealed package clearly marked as RFP HR2014-01. Unsigned Proposals will be rejected.

Proposals shall be delivered or mailed to:

HUMBOLDT COUNTY HUMAN RESOURCES DEPARTMENT
Attn: Ron Halverson
825 Fifth Street, Room 100
Eureka, CA 95501
Email: rhalverson@co.humboldt.ca.us

Proposals submitted to any other County office other than the Human Resources Department will be rejected and returned to the Proposer unopened.

Time is of the essence, and any Proposal received after the above-referenced time and date for submittal, whether by mail or otherwise, will not be considered (postmarks will not be accepted in lieu of this requirement). It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline. Proposals received after the time and date for submittal by mail or otherwise will be returned unopened. However, nothing in this RFP precludes the County from requesting additional information at any time during the Proposal evaluation process.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication.

8.0 PUBLIC RECORDS AND TRADE SECRETS:

All Proposals and materials submitted in response to this RFP shall become the property of the County and are subject to disclosure under the Public Records Act, Government Code Sections 6250 *et seq.*

This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any page of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch size letters. Proprietary information will not be released, if Proposer agrees to indemnify, defend, and hold harmless the County in any action brought to compel disclosure of such information. The Proposer, by submitting proprietary information, agrees that the County's failure to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee.

9.0 GENERAL REQUIREMENTS AND INFORMATION:

A. General Instructions:

1. All Proposals must be submitted in accordance with the standards and specifications contained within this RFP, and must contain a signed and completed Signature Affidavit.

2. Proposals must be typed uniformly on letter size (8 ½" X 11") white paper, single or double sided, with each section clearly titled and each page consecutively numbered.
3. Proposals must be clean and suitable for copying.
4. Proposals must be complete and specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable response.
5. Proposals shall be concise and to the point. Costly bindings, color plates and glossy brochures are not necessary or recommended.
6. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet.

B. Right of County to Reject Proposals:

The County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

C. Proposal Modification:

Any Proposer who wishes to make modifications to a Proposal already received by the County must withdraw his/her initial Proposal. All handwritten modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP. It is the responsibility of the Proposer to ensure that the modified Proposal is resubmitted before the submission deadline of February 21, 2014 2:00 PM. Proposals cannot be changed or modified after the submission deadline.

D. Award of Agreement:

The County reserves the right to negotiate the terms of the Professional Services Agreement for this project with one or more Proposers. All Proposers may be requested to make presentations and shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by Proposer's failure to respond to direction from the County may lead to a rejection of the Proposal.

The award of an agreement, if made by the County, will be based upon a total review and analysis of each Proposal and projected costs.

If the County determines, after further evaluation and negotiation, to award an agreement, a Professional Services Agreement shall be sent to the successful Proposer for the Proposer's signature. No Proposal shall be binding upon the County until the Professional Services Agreement is signed by duly authorized representatives of the selected Proposer and the County.

E. Cost of Proposal Preparation:

The County shall not pay any costs resulting from or associated with Proposer's participation in the RFP process, including the preparation of any Proposal.

F. Notification of Withdrawal of Proposal:

Proposer may withdraw its Proposal at any time prior to the date and time specified for Proposal submission upon formal written notice. Proposals will become the property of the County after the submission deadline.

10.0 REQUIRED FORMAT OF PROPOSAL:

To be considered, Proposals shall follow the format outlined in this section. Failure to follow this format may result in the rejection of the Proposal. Each Proposal shall consist of the following sections:

- A. RFP Signature Affidavit
- B. Proposal Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Technical Capabilities
- F. Disaster Recovery Plan
- G. Implementation Timeline
- H. Training Plan
- I. Specific Technical Requirement Worksheet, Exhibit A
- J. Cost Proposal
- K. Documentation
- L. References
- M. Evidence of Insurability/Business Licenses
- N. Exceptions, Objections and Requested Changes

A. RFP Signature Affidavit:

The RFP Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, but not limited to, the termination of any agreement resulting therefrom.

B. Proposal Table of Contents:

The Proposal shall include a comprehensive table of contents that identifies submitted material by sections A-N in the order listed above and with sequential page numbers.

C. Corporate/Company/Agency Profile:

The Proposal shall include a narrative which identifies the Proposer's ability to provide the services as specified in this RFP. The Corporate/Company/Agency Profile should be concise and clear, and include descriptive information regarding service delivery capabilities. The narrative must include, at a minimum, the following items:

1. Proposer's Business name, legal business status and company size (total number of current staff).
2. An overview of Proposer's current and previous business activities, including:

- a. The history of Proposer's firm.
 - b. The number of years Proposer has been operating under the present business name, and any prior business names under which Proposer has conducted services equivalent to those presented in the Proposal.
 - c. The number of years Proposer has been providing services equivalent to those presented in the Proposal.
 - d. Proposer's mission statement.
 - e. The total number of applicant tracking systems developed for government agencies that utilize a Civil Service or Merit system environment with varying rules and regulations regarding employment processes.
3. A detailed description of any fraud convictions related to public contracts (if applicable).
 4. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts (if applicable).
 5. A detailed description of any federal or state violations of industry or regulatory requirements (if applicable).
 6. A detailed statement of qualifications, including:
 - a. The number of staff that will be providing services to the County.
 - b. The physical location address of all facility(s) from which services to the County will be provided, and the staff allocation at each facility.
 - c. Identification of the project manager, alternate project manager, and key project team members, including an organizational chart and resumes of each representative.
 - d. A summary of the experience and technological expertise of the staff members who will provide services to the County, including specific experience with other public agencies.
 - e. The name, position, phone number, and email address for each person responsible for day-to-day customer service.
 7. A detailed description of Proposer's policies regarding quality assurance.
 8. A detailed description of any earth-friendly policies and practices Proposer has implemented, or plans to implement, in order to help minimize adverse environmental and health-related impacts associated with its business operations.
 9. Whether the Proposer holds a controlling or financial interest in any other organizations, or is owned or controlled by any other person or organization. If Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.

D. Description of Services:

The Proposal shall include a complete description of the scope of the services, including major tasks and subtasks, that the Proposer intends to provide in order to meet the objectives and requirements specified in this RFP. The narrative must include, at a minimum, the following items:

1. A detailed description of how the proposed services will be performed.
2. A list of any anticipated services outlined in Section 3.1 of this RFP that are not included in the proposed services and the reasons for exclusion.
3. A detailed description of Proposer's specific management expertise that ensures satisfactory contract performance.
4. A detailed description of the expected communication channels between Proposer and the County to ensure that services will be performed to the County's satisfaction, including how potential problems will be resolved.
5. A detailed description of any innovations and procedural enhancements that Proposer believes may add value to the proposed project.

E. Technical Capabilities:

The Proposal shall include a narrative describing Proposer's technical capabilities for providing the proposed services. In addition, if Proposer intends on subcontracting portions of the proposed services, the narrative shall provide: the name of each subcontractor; each subcontractor's role in the project; the percentage of the project each subcontractor will complete; and the location of where the work will be performed. Listed subcontractors may not be substituted or replaced, and additional subcontractors may not be added to the project without prior approval from the County. If the Proposer is intending on employing offshore resources, the narrative shall also include a complete description of how the data sources, quality control and communication will be performed.

F. Disaster Recovery Plan:

The Proposal shall include a draft Disaster Recovery Plan outlining the solutions for potential staffing shortages, power outages, system crashes, road closures, or facility shutdowns that may occur in the event of a natural disaster. Examples include, backup personnel, alternate facilities, distribution centers and other resources.

G. Implementation Plan and Timeline:

The Proposal shall include a detailed implementation plan and timeline for the entire project. The implementation plan should include system development, implementation, training and ongoing support services. The scheduled milestones should be expressed in terms of days or weeks from the time an agreement is executed. It is the County's intention to execute an agreement with the successful Proposer on or about May 12, 2014. Time is of the essence in commencing the delivery of services. The County reserves the right to determine the implementation timetable based on calendar and fiscal restraints.

H. Training Plan:

The Proposal shall include a detailed description of the training plan for the County's Human Resources and Information Technology departments. This plan shall include training provided immediately after the applicant tracking system is implemented as well as ongoing training support. The description shall include, at a minimum:

1. An outline of the training to be provided to the County's technical staff, including the number of training hours to be provided.
2. A list of the training on the operation and use of the applicant tracking system, including, without limitation, the recommended number of attendees, the number of sessions to be provided and the number of hours required to complete each training session.
3. An overview of the training aids, materials, and other non-personnel resources that will be provided by the Proposer. Proposers shall attach samples of any such training materials to the Proposal.
4. A list of recommended ongoing training available to the County after the applicant tracking system is implemented, including whether the training will be provided by the successful Proposer, the training location, the recommended number of attendees, the number of sessions to be provided and the number of hours required to complete each training session.

I. Specific Technical Requirements:

Exhibit A – Specific Technical Requirement Worksheet describes the technical requirements for the applicant tracking system by level of significance. The Proposer shall indicate the anticipated level of compliance with each requirement by indicating the following:

- “Y” for “Yes,” fully complies with the specified requirement.
- “P” for “Partial,” partially meets the specified requirement.
- “N” for “No,” does not meet the specified requirement.

Proposer shall provide a detailed explanation of how it will meet each of the requirements for a “Yes” response and an explanation for any partial or non-compliant response in the “Proposer Comment” column or by attaching separate sheets, if necessary. If separate sheets are attached, Proposer shall restate the text of the requirement along with the item number and provide the response immediately following it in the same sequence as in Exhibit A.

J. Cost Proposal:

The Proposal shall include an itemized list of the costs for all of the proposed services, software licenses, manuals, documentation, training-related expenses and other materials to be provided in connection with the development and implementation of the applicant tracking system (Exhibit B – Cost Proposal Form). In providing cost information, staffing levels and hourly rates shall be provided. Proposers can expect the Professional Services Agreement to be developed on a not-to-exceed price basis for implementation, training and design services. The County's baseline budget is \$40,000.00.

Proposer agrees that the price quotes listed on Exhibit B include all taxes and are the maximum they will charge during the term of any agreement awarded. In addition to completing Exhibit B, Proposer may attach a narrative to clarify any pricing data submitted therein. The following is an outline of the general information and requirements applicable to price quotes:

1. Price quotes shall be valid for a minimum of 180 days from the Proposal submission deadline of February 21, 2014.
2. Price quotes shall include any and all payment incentives available to the County.
3. Price quotes shall include any exceptions, deviations, and clarifications pertinent to the services and/or goods that may assist in the evaluation of the Proposal.

K. Documentation:

The Proposal shall include a narrative describing all invoices, training materials and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP. Samples of each document described in this section shall be attached to the Proposal.

L. References:

The Proposal shall include a Reference Data Sheet (see Exhibit D) containing present and past performance information from a minimum of 3 former clients (preferably government agencies). The performance information included in each reference must be clearly correlated to the requirements of this RFP. Each reference shall include:

1. The agency name, address, email address and telephone number for the current contact person of each referenced client.
2. The dates of the work performed for referenced clients.
3. A summary of the scope of services performed for the referenced clients, including the agency population, time frame for implementation and date delivered.
4. A verification that all reference information provided in Exhibit D is true and correct.

M. Evidence of Insurability/Business Licenses:

All Proposers shall submit evidence of eligibility for all insurances required by Section 15 of the sample Professional Services Agreement (see Exhibit C). Upon the award of an agreement, the successful Proposer will have 10 calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as additional insured. Additional insurance should not be purchased until an agreement has been awarded.

In addition, all Proposers shall certify the possession of any and all required licenses or certifications. A copy of current business licenses or other applicable licenses must be submitted with the Proposal.

N. Exceptions, Objections and Requested Changes:

The Proposer should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement. Any exceptions, objections or requested changes to the RFP or the sample Professional Services Agreement shall be clearly stated and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the portion of the RFP or sample Professional Services Agreement being referenced.

Protests based on any exception, objection or requested change shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the Proposal.

11.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After the Proposals are received and opened by the County, the County shall review and evaluate all Proposals for responsiveness to the RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required therein. The County may also investigate qualifications of all Proposers to whom the award is contemplated, and the County may request clarifications of Proposals directly from one or more Proposers.

In reviewing the Proposals, the County may consider the following:

1. **Technical Requirements and Functionality – 50 points:** Ability to meet the technical and functional requirements referenced in Section IV, Requested Information.
2. **Company Profile and References – 40 points:** Proposer's related experience in successful implementations of applicant tracking systems for government agencies of comparable size.
3. **Overall Cost of Project – 10 points:** Total cost to provide the services for the development, implementation, installation, training, data migration (if recommended), licensing, ongoing support and other miscellaneous costs.

All Proposals will be evaluated by an evaluation panel made up of County staff. All contacts during the review selection phase will only be through the RFP Administrator, Ron Halverson (see Section 12.0 for contact information). Attempts by the Proposer to contact any other County representative may result in disqualification of a Proposal. The RFP Administrator will present the evaluation results to the County Board of Supervisors for review and approval on or about April 11, 2014.

The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, Proposals are evaluated against the evaluation criteria in this RFP and not against other Proposals.

The County reserves the right, at its sole discretion, to request clarifications of Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal. Discussions shall be limited to specific sections of the Proposal identified by the County and, if held, shall be after initial evaluation of the Proposals. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing.

12.0 INTERPRETATION OF RFP:

The Proposer is responsible for meeting all of the requirements, specifications, and conditions stated in this RFP and the Sample Professional Service Agreement. If the Proposer finds discrepancies in, or omissions from, the RFP, or is in doubt as to the meaning of a particular portion thereof, a written request for interpretation or correction should be made to the County. Such inquiries shall be directed to:

Ron Halverson
Assistant Director of Human Resources
825 Fifth Street, Room 100
Eureka, CA 95501
Telephone: (707) 476-2349
Email: rhalverson@co.humboldt.ca.us

Any changes to the RFP will be made and distributed only by written Addendum, and will be posted on the County's Purchasing website at <http://www.co.humboldt.ca.us/purchase>.

13.0 OWNERSHIP AND INTELLECTUAL PROPERTY:

All Proposers are hereby informed that:

1. Any and all underlying software, object codes, digital programming and source files, which would be necessary for the County to update or change the applicant tracking system, must be delivered at the end of the project.
2. All intellectual property developed in connection with the applicant tracking system will be owned solely by the County.
3. In developing the applicant tracking system, the successful Proposer will not infringe or violate the copyright or other intellectual property rights of third parties.
4. The successful Proposer is responsible for securing various rights, licenses, clearances and other permissions related to copyrighted materials to be incorporated in the applicant tracking system.

14.0 LIQUIDATED DAMAGES:

If the work necessary to complete the applicant tracking system is not finished by the time of completion set forth in the final Professional Services Agreement, damage will be sustained by the County, and it will be impracticable and extremely difficult to ascertain and determine the amount thereof. Therefore, the Proposer will be required to pay the County a mutually agreed upon sum per day for each and every calendar day in excess of the number of working days prescribed to complete the project. Additionally, the Proposer will be required to pay said liquidated damages, and the County may deduct the amount thereof from any moneys payable or that may become payable to the Proposer under the Professional Services Agreement.

15.0 CONFLICT OF INTEREST:

Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist

in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County.

16.0 CANCELLATION OF RFP PROCESS:

The RFP process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons similar to the following:

1. The services are no longer required.
2. The Proposals received are unfeasible due to cost.
3. The Proposals did not independently arrive in open competition, were collusive, or were not submitted in good faith.
4. The County determines that its needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the Scope of Services prior to the award of Proposal, as necessity may dictate, and to reject any and all Proposals hereunder. This RFP does not commit the County to award an agreement or to pay any costs incurred in the preparation of a Proposal in response to this request. The County reserves the right to accept or reject any or all Proposals received as a result of the request, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is in the best interest of the County as determined thereby.

17.0 COUNTY OBSERVED HOLIDAYS:

HOLIDAY	DAY OBSERVED
*New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
* Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

***Note:** the Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on a Saturday or; the Monday following such date when such date falls on a Sunday.

ATTACHMENT 2

Copies of the six Applicant Tracking Proposals received are on file with
the Clerk of the Board

ATTACHMENT 3
Evaluation Summary

EVALUATION SUMMARY

Vendor	Technical (50 points)	Company (40 points)	Costs (10 points)	Total	Review comments
NEOGOV	44	36.8	7.7	88.5	Large number of governmental clients; in business since 1998; California HR job focus. Recent coordination with Sunguard (same software used by County for payroll) opportunity for less data entry.
JobAps	40	30.4	5.2	75.6	Had government clients list, in business since 1998; California HR job focus.
Cornerstone	35	26.4	6.8	68.2	Mixed client list, in business since 2000; California talent management and HR training focus.
Avani	32	26.4	9.4	67.8	References not for job application and HR. In business since 2008 base in NY, did not appear to be HR focused.
CivicHR	34	20.8	8.3	63.1	New to field, only 2 references. Large parent company focused on local government.
Tenddo, Inc.	31	23.2	3.8	58	Client references were not for job application type system; in business since 2009; does not appear to HR focused.

ATTACHMENT 4

Sample Professional Services Agreement with NEOGOV

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GOVERNMENT JOBS, INC. DBA NEOGOV**

This Agreement, entered into this 8th day of May, 2014, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Government Jobs, Inc. dba NEOGOV, a California corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY 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 – Description of Services, 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:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for two (2) years. This Agreement shall be automatically renewed for additional periods of one (1) year, up to a maximum of five (5) years, unless sooner terminated as provided herein.

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:

- A. Project Development and Training Services. The maximum amount payable by COUNTY to CONSULTANT under this Agreement for project development and training services is Seven Thousand Five Hundred Dollars (\$7,500). CONSULTANT agrees to perform all project development and training services required by this Agreement for an amount not to exceed such maximum dollar amount. The specific rates and costs pertaining to project development and training services shall be as set forth in Exhibit A – Description of Services.
- B. Annual Support, Maintenance and Hosting Services. The maximum amount payable by COUNTY to CONSULTANT under this Agreement for annual support, maintenance and hosting services is Twenty Four Thousand Dollars (\$24,000) per year beginning upon execution of this Agreement. CONSULTANT agrees to perform all support, maintenance and hosting services required by this Agreement for an amount not to exceed such maximum dollar amount. The specific rates and costs pertaining to annual support, maintenance and hosting services shall be as set forth in Exhibit A – Description of Services.
- C. Total Amount Payable. In no event shall the total amount paid under this Agreement exceed One Hundred Twenty Seven Thousand Five Hundred Dollars (\$127,500).

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 within 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 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: GovernmentJobs.com, Inc. dba NEOGOV
Attn: Scott Letourneau
222 N. Sepulveda Blvd., Suite 2000
El Segundo, CA 90245

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 all activities related to this Agreement, including the right to review and monitor CONSULTANT's 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 ("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), political affiliation, military service or any other classifications protected by local, state and federal laws. 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, or 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 hereunder, 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 personal injury, death and property damage which may arise from, or in connection with, the activities 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.

- 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.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

CONSULTANT: GovernmentJobs.com, Inc. dba NEOGOV
Attn: _____
222 N. Sepulveda Blvd., Suite 2000
El Segundo, CA 90245

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 prepared and/or 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 California 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 hereunder. 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. TIME LIMIT AND LIQUIDATED DAMAGES:

It is agreed by the parties hereto that in the event the work called for under this Agreement is not finished by the time of completion set forth in Exhibit B – Implementation Timeline, which is attached hereto and incorporated herein by reference, damage will be sustained by COUNTY, and it 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 ONE HUNDRED DOLLARS (\$100) per day for each and every calendar day beyond the deadline set forth in Exhibit B; and CONSULTANT agrees to pay said liquidated damages provided for herein, and further agrees that COUNTY may deduct the amount thereof from any moneys payable or that may become payable to CONSULTANT under the Agreement. Meeting the timeline set forth in Exhibit B is contingent upon COUNTY meeting all mutually agreed upon deadlines. Should COUNTY fail to meet any deadlines, the parties will mutually agree to extend the affected milestone dates under this Agreement. CONSULTANT will not be held liable under this Agreement for any delay caused by COUNTY.

30. SURVIVAL:

The duties and obligations of the parties set forth in Sections 3(D), 8, 10, and 14 shall survive the expiration or termination of this Agreement.

31. 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.

32. 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.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 36 of this Agreement, paragraphs 1 through 36 of this Agreement shall have priority.

34. 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.

35. 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.

36. 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.

GOVERNMENT JOBS, INC. dba NEOGOV

By: 

Date: 5/2/14

Name: Scott Letourneau

Title: President

By: 

Date: 5/2/14

Name: DIANA BONTRE

Title: Controller

COUNTY OF HUMBOLDT

By: 
Rex Bohn
Chair Board of Supervisors


Date: 5/8/14

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 5/7/14

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

Date: 4/5/20/2014

COUNTY OF HUMBOLDT JOB APPLICATION SYSTEM PROJECT

Exhibit A

Description of Services

NEOGOV™

For this response, NEOGOV is proposing implementation of our Insight solution. We have reviewed all items and requirements as set forth in the original document and are confident that the delivered system will meet and exceed expectations. The pricing for NEOGOV Insight includes Training, Provisioning, and Annual License components.

Training

- Training is a one-time cost and includes unlimited NEOGOV produced, online training. Two day On-site training is available at an additional price.

Price: \$2,500.00

Provisioning (Setup and Installation)

- Assign a NEOGOV project implementation specialist
- Conduct project kick off, review implementation plan, discuss deliverables timeline, and set schedule for weekly implementation meetings
- Create an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
- Configure printable examination bulletins and printable class specifications
- Integrate your new production job opportunities, promotional opportunities, and job descriptions web pages into your existing agency website
- Establish your agency's Insight Enterprise production environment

Price: \$5,000.00

Annual License (Includes Hosting, Maintenance and Support)

The annual license for the NEOGOV Insight Software includes all of the following:

Recruitment

- Accept examinations online
- Online exam integration with current agency website
- Online position announcements and descriptions
- Attract "passive" candidates with automatic job interest cards
- Proactively search your applicant database
- Real-time database of all exam information
- Recruitment and examination planning
- UNLIMITED Job Posting on GovernmentJobs.com *Exclusive*

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen candidates automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Item bank and item analysis
- Score, rank, and refer candidates

Reporting and Analysis

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

NEOGOV™

HR Automation

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

Additionally, during the term of the license, NEOGOV customers are provided:

Unlimited Customer Support (6:00 AM – 6:00 PM Pacific Time)

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

Ongoing Customer Training and Conference Calls

Included with your paid license is the following:

- Extended Ongoing Learning Management (OLM) Program
- Free participation in the NEOGOV sponsored customer conference calls
- Free attendance to the NEOGOV quarterly Insight online training sessions
- Free attendance to NEOGOV monthly beginner and advanced training sessions
- Invitation to the NEOGOV annual user's conference in Las Vegas

Product Upgrades to Licensed Software

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

Price: \$24,000.00

Discounted Pricing – Optional: In addition to a one year term, customers may elect to establish an extended contract based on an annual license rate at its discretion. NEOGOV also provides pre-payment discounts for multi-year contracts according to the following schedule:

- Two year contract – 4% discount
- Three year contract – 7% discount
- Four year contract – 10% discount
- Five year contract – 15% discount

Professional Services – Optional: Insight is designed to meet the strict requirements and processes of public sector recruiting through a flexible and configurable system. In order to provide agencies with enhanced features and functionality specific to their individual agency, NEOGOV is proud to offer a dedicated Professional Services team. When needed, NEOGOV will define and validate scope, business requirements, timelines, and associated costs (if applicable). Standard professional services for this project can include:

- Legacy Data Conversion
- Dedicated 3rd party system integration
 - Business Process Re-engineering
 - Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings

Price: TBD

COUNTY OF HUMBOLDT JOB APPLICATION SYSTEM PROJECT
Exhibit B
Implementation Timeline

GETTING STARTED

Congratulations on your decision to implement Insight Enterprise in your organization! We think you will be very pleased with the results. This guide is intended to provide you with an overview of the implementation process.

Your organization has selected the '**Applicant Tracking**' Implementation approach. This type of implementation is a great way to start maximizing your return on investment (ROI) utilizing some of the more advanced features in the system to complete your recruitment process.

IMPLEMENTATION OVERVIEW

What is an 'Applicant Tracking' Implementation?

This type of implementation enables your organization to process your entire recruitment life cycle and start accepting applications online in **just 3 weeks (30 hours total over 3 weeks)** (time may vary slightly based on staff/organization size).

There will be a series of self-running tutorials that you'll be able to watch at your own pace to learn how to setup the necessary information in the system and create your recruitments. During this implementation you'll also be introducing the online application process to your job applicants so they can start applying online. You may also decide to introduce the system to your hiring departments (Online Hiring Center) during this implementation process. Introducing and training your hiring departments prior to going live and accepting application online is optional. Many organizations find it easier to go-live with Insight (HR Staff usage) first and gradually phase in the hiring departments as vacancies occur. During implementation your Implementation Consultant can discuss these options with you.

NEOGOV will provide your own Training ('sandbox') and Production ('live') environments for your organization. This will give you an opportunity to fully practice your recruitment processes and apply online in a Training environment prior to going live. **Information entered into Training does not transfer over to Production.**

NEOGOV will also create web pages for you to advertise your various employment opportunities. These web pages will mimic your current website look and feel. Completing and returning our Web Pages Customization Guide timely is a key in meeting your go-live date.

PROJECT KICK-OFF

During your implementation, a NEOGOV Implementation Consultant (IC) will be assigned to your organization to provide consultation to you in the implementation process. Your NEOGOV Implementation Consultant will initiate an intro call with you to discuss the implementation process. During the intro call you can expect your IC to discuss the following:

- Introductions
- Organization Role/Responsibility
- IC Role/Responsibility
- Implementation Expectations
- Next Steps

PROJECT ROLES

Your organization's team must consist of at least one Insight administrator (typically HR staff) who will work with your organization's staff and NEOGOV during the project. Depending on your organization size, typically one or two individuals are designated as the primary Insight Administrators, with one individual designated as a back-up. Within the team, there should be a clear understanding of your existing recruiting processes as the team will be responsible for reviewing, and revising where necessary, the existing processes to incorporate Insight.

Communication with NEOGOV: As an Insight Administrator you should communicate with your NEOGOV IC assigned to your project via calls/emails throughout the implementation process. These discussions will be used to review your implementation progress, ask questions and to coordinate the implementation of your new web pages for listing job opportunities. You should contact your IC with any questions.

3 WEEK IMPLEMENTATION

WEEK 1 - NEW USER TRAINING

Insight Administrator Training: Designated Insight Administrators should complete the Insight Administrator training prior to the general User Training tutorials. This training is provided online, which is broken-down into a series of modules. The users will learn about the data tables in the system and best practices for setting up the tables.

New User Training Tutorials: Insight Enterprise training for HR/recruiting staff is series of self-running on-demand tutorials. This type of training allows the user to watch and learn the system at your own pace. Trainees will learn the Insight HR process which includes the entire recruitment life cycle from Requisition to Hire.

Please note: You will need to use a computer equipped with a sound card and speakers or headphones to hear the audio portion of the tutorial.

WEEK 2 - WORK SESSIONS/PRACTICE

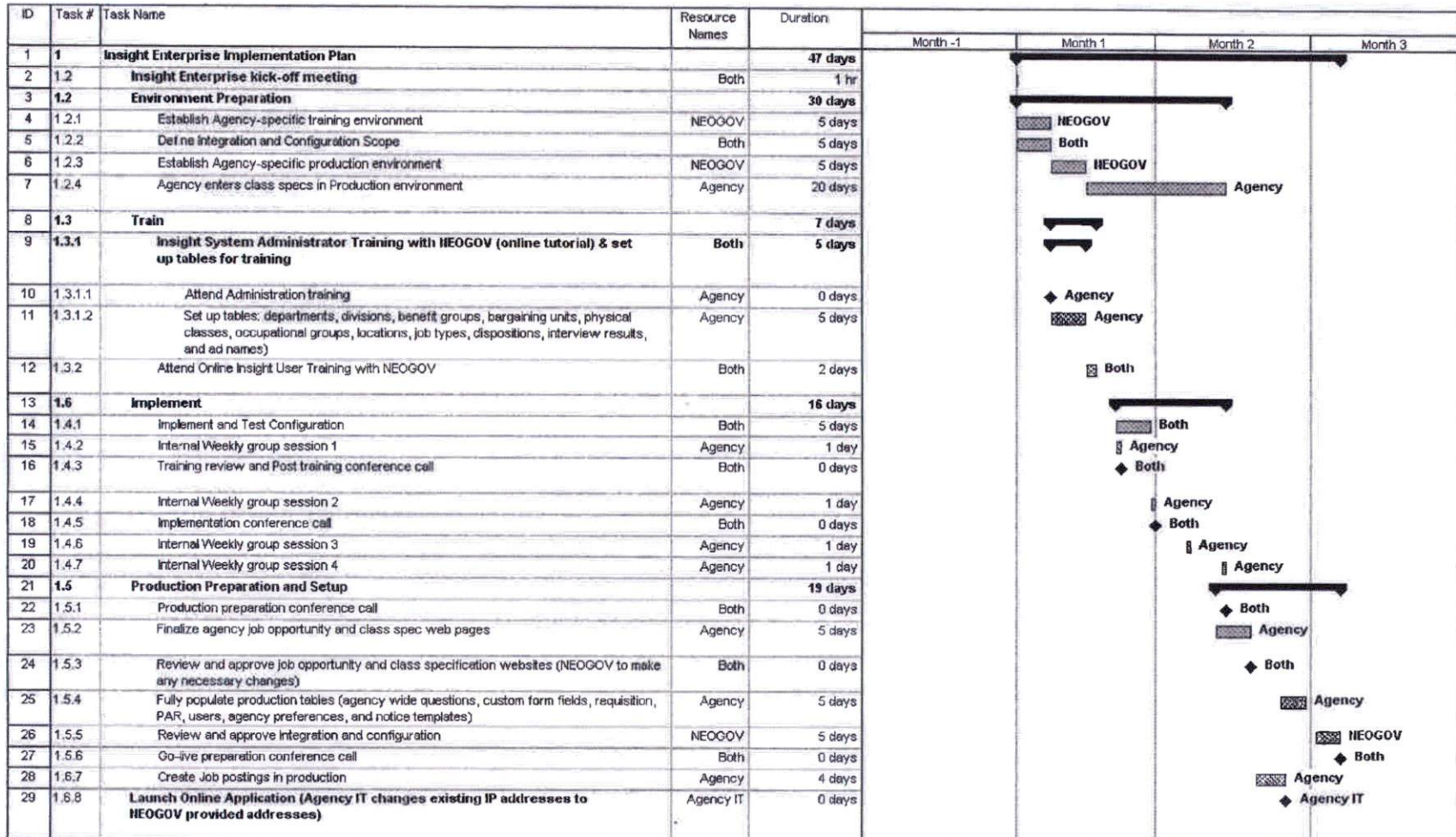
Weekly Worksessions: Regular work sessions for key HR staff to practice using Insight and to work on the implementation set-up are vital to a successful implementation. NEOGOV recommends that the work sessions be conducted in a computer classroom or similar location away from your offices so that staff can work together with multiple computers and free from frequent interruptions.

- Sessions are led by your Recruitment staff – sessions are for key recruitment staff, and can also include Admin Support and IT as needed.
- Repeat the training guide exercises with your organization's actual postings and evaluation process.
- Track questions on the question log to discuss with your Implementation Consultant.
- Review current recruitment forms and processes and begin to tailor recruitment process using Insight Enterprise.

WEEK 3 - PRODUCTION SETUP

Insight Administrators enter foundation data tables in the Production environment. **Information that is in the Training site is NOT transferable to the Production site.** After completion of Training you're ready to begin setting up your Production ('live') environment tables in preparation for going live. The 'Production Environment Setup Checklist' will guide you through the required (and optional) tables that need setup prior to going live. You will only need one value in the required tables. You can continue to add information in the tables after your organization is live.

Sample Insight Enterprise implementation timeline outlines the estimated project implementation timeline.



"One of the easiest, most efficient implementations our shop has been involved with. We were up and running on time and under budget!"

Satish Ajmani – Chief Information Officer, County of Santa Clara, CA