

City of Palm Coast, Florida Agenda Item

Agenda Date: September 1, 2026

Agenda Item:
H.1

Department	INFORMATION TECHNOLOGY	Amount	
Division	INFORMATION TECHNOLOGY	Org/Account #	65052525-052010
Subject:	RESOLUTION 2026-XX APPROVING PIGGYBACKING THE OMNIA PARTNERS CONTRACT WITH NEOGOV FOR THE PURCHASE OF THE LEARN AND PERFORM MODULES		
Presenter:	Doug Akins, Director of Information Technology		
Attachments:	1. Resolution 2. Omnia Partners Contract with NeoGov 3. Order with NeoGov for Perform and Learn		
Background:	This item requests City Council approval to piggyback OMNIA Partners Contract No. 159698 as the purchasing vehicle for the City's purchase of NEOGOV Learn and NEOGOV Perform. NEGOV Learn is a learning management system that will replace the City's current Vector Solutions platform. The City currently uses NEOGOV for recruitment and onboarding, and adding Learn will consolidate additional Human Resources functions within an existing City platform. Learn is also expected to reduce the City's annual learning management system cost by approximately \$18,000 compared with Vector Solutions. The City's Vector Solutions contract expires September 30, 2026, with an additional 30-day access period. To allow sufficient time to migrate training content and records, staff negotiated a one-month prorated subscription for NEOGOV Learn beginning September 1, 2026. This provides nearly two months of overlap between the systems and allows staff to complete the migration and verify the new system before access to Vector Solutions ends. NEGOV Perform is a performance management platform that will improve the City's employee evaluation process. The City currently administers performance evaluations through Munis; however, its evaluation functionality provides limited workflow flexibility, visibility, goal tracking, ongoing feedback, check-ins, and performance documentation. NEOGOV Perform provides configurable evaluation workflows, automated approvals and reminders, real-time status tracking, standardized evaluation criteria, employee goal management, scheduled check-ins, performance documentation, and reporting. Implementing Perform will provide Human Resources and supervisors with improved visibility into the status of evaluations and overdue reviews, while supporting a more consistent, year-round performance		

management process. Munis will remain the City's ERP system and will continue to support Human Resources, payroll, finance, and other City functions.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

The OMNIA Partners contract is being used solely as the cooperative purchasing vehicle for this purchase of the NEOGOV Learn and Perform modules. This action does not approve or address renewals of the City's existing NEOGOV recruitment or onboarding services.

Fiscal Impact:

The agreement includes a one-month prorated period followed by three full contract years:

Prorated Period (September 1, 2026 - September 30, 2026): \$5,552.00

Year 1 (October 1, 2026 - September 30, 2027): \$31,389.75

Year 2 (October 1, 2027 - September 30, 2028): \$57,640.50

Year 3 (October 1, 2028 - September 30, 2029): \$67,247.25

Total Agreement: \$161,829.50

Funding for the Learn and Perform modules is included in the proposed FY27 budget.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE OMNIA PARTNERS CONTRACT WITH NEOGOV FOR THE PURCHASE OF THE LEARN AND PERFORM MODULES

**RESOLUTION 2026-
PIGGYBACKING THE OMNIA PARTNERS CONTRACT
WITH NEOGOV FOR SOFTWARE SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE
OMNIA PARTNERS CONTRACT WITH NEOGOV FOR THE
PURCHASE OF THE LEARN AND PERFORM MODULES;
AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO
EXECUTE SAID CONTRACT; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING
FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City of Palm Coast's FY27 budget includes costs for the NeoGov Learn and Perform modules; and

WHEREAS, NeoGov desires to provide the above-referenced software and services to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to purchase these software and services by piggybacking the existing Omnia Partners contract with NeoGov.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the Omnia Partners contract with NeoGov for the Learn and perform modules, as attached hereto and incorporated herein by reference as Exhibit "A" and "B."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted

purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of September 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Piggyback Contract Omnia Partners with NeoGov

Attachment: Exhibit "B" NeoGov Order for Learn and Perform



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NeoGov
Attn: Krystyna Mishler
2120 Park Place, Ste. 100
El Segundo, CA, 90245

RE: Engagement Letter Authorizing Piggyback

Software & Saas Solutions

Contract Name

Region 14 Education Service Center # 159698 offered through the purchasing cooperative OMNIA Partners

Contract Reference

Dear Krystyna,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract subject to the terms and conditions of the most recently published version of the NEOGOV Services Agreement set forth here: <https://www.neogov.com/service-specifications> and pricing as stated in NEOGOV Order Form Q-510690, provided that such documents do not conflict with this Engagement Letter Addendum or the Piggyback contract. In the event of any conflict between the NEOGOV Services Agreement or Order Form Q-510690 and this Engagement Letter Addendum, the terms of this Engagement Letter Addendum shall control. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Christinne Foschaar

Christinne Foschaar
Procurement Coordinator
cfoschaar@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

DocuSigned by:

NeoGov

By: _____

(Authorized Signature)

Print Name: _____

Title: CFO

Date: 8/27/2026 | 8:49:19 AM PDT

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Alex Chun

NEOGOV LEGAL
KS
11:37 am, Aug 27 2026



please recycle

palmcoastgov.com

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1) (a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. **Taxes**

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

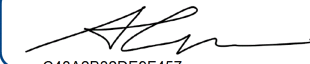
By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

DocuSigned by:

By: _____
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(Authorized Corporate Officer)

Print Name: Alex Chun

Title: CFO

Date: 8/27/2026 | 8:49:19 AM PDT

NEOGOV LEGAL
KS
11:37 am, Aug 27 2026

Region 14 Education Service Center

Contract # 159698

for

Software & SaaS Solutions

with

NeoGov

Effective: November 4, 2025

The following documents comprise the
executed contract effective: November 4, 2025

- I. Region 14 ESC Terms & Conditions
- II. Vendor Contract and Signature Form
- III. Supplier's Response to RFP, incorporated by reference

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted quarterly during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract quarterly during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between the Contractor and Region 14 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Applicability, Precedence, and End-User Flexibility. The Region 14 Terms & Conditions govern the establishment and administration of the Master Agreement by Region 14 ESC and OMNIA Partners. They do not apply to, amend, or supersede the commercial terms governing end-user transactions between Supplier and any Participating Public Agency ("PPA"). For PPA orders, Supplier may include and enter into its Services Agreement (the "SA," located at <https://www.neogov.com/service-specifications>) and/or a PPA Supplemental Agreement. The SA/Supplemental Agreement governs SaaS-specific subjects including: (i) license/usage rights

and acceptable use; (ii) service levels, support, and maintenance; (iii) data protection, information security, and confidentiality; (iv) intellectual property and ownership; (v) warranties and warranty remedies; (vi) disclaimers and exclusions; (vii) limitations of liability and damages exclusions; and/or (viii) service credits and other SaaS-specific remedies. Region 14's Terms & Conditions continue to govern program administration and procurement mechanics including ordering framework, pricing, invoicing, open records, and general administrative provisions to the extent they do not conflict with the SA/Supplemental Agreement on SaaS-specific subjects.

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

GovernmentJobs.com, Inc. dba NEOGOV

Company Name

2120 Park Place, Ste 100

Address

El Segundo

CA

90245

City

State

Zip

310-971-9588

310-426-6305

Telephone Number

Fax Number

bids@neogov.net

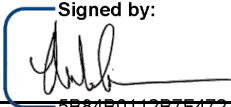
Email Address

Nicholas Kromer

Vice President of Revenue Operations

Printed Name

Position

Signed by:


Authorized Signature

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V. EVALUATION**A. Availability of Products and Pricing (40 points)**

1. *Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.*
 - a. *Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.*
 - b. *Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.*
 - c. *Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.*

Yes, Governmentjobs.com, Inc. acknowledges. Please refer to the attached Price Book.

2. *Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.*

Updates to NEOGOV's pricing structure will be published annually. A new Rate Card will be released once updated at least 90 days prior to the beginning of the next calendar year.

3. *Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*

N/A. NEOGOV is a cloud based software system, no freight or shipping of physical equipment is required.

4. *Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.*

NEOGOV typically offers fixed-fee-based pricing for implementation services. This approach ensures that clients have a clear understanding of the costs upfront, based on the scope of the project, including system configuration, data migration, training, and go-live support.

NEOGOV delivers its cloud-based Software-as-a-Service (SaaS) solutions through a fully online deployment model, eliminating the need for physical distribution or on-premise installations. This approach ensures fast, secure, and scalable access for OMNIA participating entities.

However, in certain cases where the project has unique complexities or additional customizations, NEOGOV also offers time and materials pricing to accommodate specific needs beyond the standard scope. This allows flexibility in billing based on actual time and resources spent.

5. Describe any return and restocking fees.

N/A

6. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Purchase orders and payment can only be made to the awarded supplier or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

N/A. NEOGOV does not intend on using any subcontractors or affiliates to provide services within this RFP.

7. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.

The submitted pricing proposal lists the MSRP for the NEOGOV solutions. As an OMNIA Partners participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.

NEOGOV can facilitate purchases that utilize volume discounts however this would be handled case by case as additional details would be needed in order to propose adequate pricing for the requesting agency.

8. Describe any Leasing/Financing programs.

No, NEOGOV does not offer leasing or financing options for educational or governmental entities.

9. Describe how customers verify they are receiving the correct contract pricing.

NEOGOV employs a comprehensive self-audit process to ensure full compliance with our proposed agreements, including proper pricing for all OMNIA Partner's participating entities. A dedicated procurement team manages all procurement vehicles and provides ongoing training to Sales, Finance, and Renewals teams to ensure adherence to specific procurement requirements. Every customer quote undergoes a multi-stage approval process, starting with Sales Leadership review to confirm pricing accuracy, followed by a Finance team compliance check, and final approval by the Chief Financial Officer (CFO) to ensure full adherence to established pricing structures. Additionally, NEOGOV collaborates with multiple resellers and cooperative agreements, each with unique compliance requirements, and carefully verifies that every order meets the standards of the relevant purchasing vehicle.

NEOGOV Response June 2025

This rigorous, multi-level oversight guarantees that all pricing and contractual terms remain accurate, transparent, and compliant. Our internal controls ensure that OMNIA Partner's participating entities receive the correct pricing and that all agreements align with established procurement guidelines. By integrating cross-departmental training, leadership oversight, and structured compliance checks, NEOGOV maintains the highest level of accountability and accuracy in all related transactions. This process reflects our commitment to delivering transparent, reliable, and compliant procurement solutions.

10. Describe supplier's invoicing process. Include payment terms and acceptable methods of payments.

Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

Our standard payment terms stipulate net 30 for new business and net 60 for renewals. Invoices for renewals are issued 60 days before the subscription renewal date. Payment is due on the renewal date itself.

NEOGOV's payment methods are ACH, Credit Card, and Check. We do accept CC payments via online. To opt in, please contact us to set up online payment through our Accounts Receivable team.

Yes, we do accept P-cards and no, there is not an additional fee for participating entities to use this process. BALL licenses, setup, training, and optional services have been included in our pricing submission. Our proposal provides complete pricing for all NEOGOV products, including any additional features, services, or optional enhancements. The full breakdown of these costs can be found in the attached pricing sheet. Since all items required to utilize our solutions are accounted for, there are no hidden fees. NEOGOV remains committed to full pricing transparency, and any optional services can be selected based on the specific needs of OMNIA participating entities.

a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

11. Describe how future product introductions will be priced and align with contracting pricing proposed.

Software enhancements are included in the subscription pricing.

*NEOGOV Response June 2025**12. Provide any additional information relevant to this section.*

NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with participating entities:

1. Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms.
2. Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all participating entities.

Together, these documents form the foundation of our procurement process, ensuring that every transaction is governed by clear, standardized terms that support operational efficiency and compliance.

B. Ability to Perform (30 points)

13. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Supplier response to Section 3.0, Appendix B, Exhibit A is included.

14. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.

Yes, Governmentjobs.com, Inc. acknowledges.

15. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Yes, NEOGOV includes these required forms in the proposal.

16. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process.

If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear.

Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.

NEOGOV Response June 2025

NEOGOV does not have any retail or in-store locations. Please see our marketing plan below to ensure customers are receiving pricing under this Master Agreement.

17. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

NEOGOV is committed to its customers and their desired timelines. On time delivery rate will be based on the agency's commitment to implementing the product. A variety of factors must be taken into consideration when determining an accurate Go-Live date. These can include the complexity of current processes, data retrieval and or clean up, any additional concurrent projects or responsibilities of the project team that could pose as a roadblock to the project, etc.

During the Kick-Off meeting, the NEOGOV Implementation Consultant will work with the agency team to determine the desired and viable Go-Live date. NEOGOV utilizes the train-the-trainer approach to carry out implementation. This ensures that the agency's key administrative users can learn and manage the system before providing access to ancillary users. Weekly meetings will be scheduled with the project team for the IC to check in with the team, as well as provide any answers to questions or best practices. Any postponements and rescheduling of check in meetings with your IC can also potentially delay the original timeline and Go-Live date.

18. Describe how supplier responds to emergency orders.

In the case of an emergency order, NEOGOV will determine and provide all relevant pricing. An invoice will be submitted to the Customer. Upon Contract signing and receipt of payment, work may begin.

19. What is supplier's average Fill Rate?

N/A- We do not sell fungible goods. We have a software-as-a-Solution (SaaS) product. Approximately 10,000 customers, onboard more than 1,000 per year and our average time to implement is 2 1/2 months and our imp CSAT is 4.95 out of 5.

NEOGOV is well-established in the industry, with a proven track record of delivering complex projects. The company has sufficient financial backing, access to the necessary technology infrastructure, and experienced personnel, including project managers, technical staff, and support teams, to ensure timely and successful project completion. Additionally, NEOGOV maintains the necessary facilities and resources to handle large-scale implementations.

20. Describe supplier's return and restocking policy.

N/A. We have a software-as-a-Solution (SaaS) product, we host and maintain the server environment as part of the base software. Upon termination of a contract, the customer's data will be made available to them, where format varies by product. The customer can retrieve it within the specified timeframe as stated in the contract.

21. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

Please refer to the Service Level Warranties section. NEOGOV will provide all services and warranties expressed in the NEOGOV RFP response, NEOGOV Service Agreement and NEOGOV Service Level Warranty. We do not sell fungible goods.

22. Describe any extended warranty programs or service maintenance programs.

NEOGOV Response June 2025

N/A. Please refer to the Service Level Warranties section. NEOGOV will provide all services and warranties expressed in the NEOGOV RFP response, NEOGOV Service Agreement and NEOGOV Service Level Warranty. We do not sell fungible goods.

23. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

NEOGOV's Customer Success Team can provide any assistance Monday to Friday 6am to 6pm MST. There is no limit to the number of service requests. Please see the NEOGOV Service Level Warranties for additional information.

Average time to answer a customer call or provide a call back is approximately 3 minutes or under. Our average response time to an on-line case is under 2 business hours.

Target Response and Resolution Times		
Severity	Issues/Factors Determining Severity	Initial Acknowledgment¹
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

24. Describe supplier's contract implementation/customer transition plan.

Upon contract signing, a NEOGOV representative will reach out with next steps of scheduling a Kick-Off Call with your agency's project team. During this Kick-Off Call, your designated NEOGOV Implementation Consultant will describe the implementation process and determine projected timelines and deadlines according to the agency's desires. Please see the attached Proposed Implementation documents.

¹During standard business hours.

*NEOGOV Response June 2025**25. Describe the financial condition of supplier*

GovernmentJobs.com DBA NEOGOV is in good financial standing. NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over \$400 billion. As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern. See the attached KPMG Audit report.

26. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

<https://www.neogov.com/>,

<https://www.neoad.com/>,

<https://www.powerdms.com>.

The NEOGOV website is used to access the system and inquire about additional products and services, and pricing.

27. Describe the supplier's safety record.

To date, NEOGOV does not have any reported onsite injuries, fatalities, or related incidents.

28. Describe technology used to support the contract.

NEOGOV uses several key technologies to run its support organization:

- CRM System: Manages customer interactions and support tickets.
- Help Desk Software: Tracks, prioritizes, and resolves support issues.
- Knowledge Base: Provides FAQs and documentation for self-service.
- Collaboration Tools: Enables real-time team communication.
- Remote Support Tools: Allows troubleshooting via screen-sharing.
- Analytics: Tracks performance metrics to optimize support.

These technologies help streamline support processes and enhance service quality.

29. Provide any additional information relevant to this section.

See attached product information sheets for additional information.

Response to Appendix B, Exhibit A:
OMNIA Partners Response for
National Cooperative Contract

3.0 Supplier Response

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

NEOGOV is a privately held California C-Corporation dedicated to the development and delivery of hiring solutions for public sector and education institutions. We began developing our solutions in 1999 and incorporated in early 2000. The company introduced its first hosted solution, Insight, into production in 1999 and has been delivering our fully integrated recruitment, selection, testing, applicant tracking, certification, and hiring solution system designed specifically for public sector and education employers ever since. Our headquarters and support centers are located in El Segundo, CA, and an additional corporate office located in Draper, UT.

— We Serve the People — **WHO SERVE THE PEOPLE**

We do this by providing industry-leading workforce management solutions that support public sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is a leader in government workforce management software.

In 2008, NEOGOV acquired Sigma Data Systems and we continue to operate a Sigma division as part of our normal operations. In 2011, NEOGOV developed Onboard to assist Human Resources teams with onboarding processes. Onboard allows the agency to establish better connections with their new hires and more quickly acclimate them to their new role and team, while also completing all necessary forms and steps to onboard the new employee. In 2012, NEOGOV began offering its Performance Management Software, Perform, to assist organizations in gauging employees' individual strengths and areas of improvement. Overall Perform allows organizations to maintain full transparency of expectations, building better relationships between employees and managers.

In late 2015, NEOGOV also launched a focused department within the organization that specializes in Higher Education Institutions. NEOGOV's objective is to provide the expertise and develop the solutions that provide our 300+ Higher Ed customers the best solution available. Since 2015, NEOGOV has solidified our product capabilities to close the gap with our higher education institutions.

In 2017, NEOGOV acquired FirstNet Learning Systems. We integrated their learning management software with our suite and created additional public sector training content, allowing agencies to seamlessly equip their employees with rich and engaging training content. In 2018, NEOGOV attained High Line Corporation, a provider of a configurable solution that encompasses all aspects of core HR, payroll, and time and attendance.

NEOGOV offers the Recruit, Develop and Manage modules to make Human Resources Talent Management easier for the public sector.

We design products and solutions focused exclusively for public sector and higher education organizations. NEOGOV solutions continue to improve HR productivity by reducing the time and effort required to carry out recruitment, training, performance evaluation and employee information management. We are the leading provider of workforce management solutions, delivering innovative solutions exclusively for government human resources.

B. Total number and location of salespersons employed by Supplier.

We have a sales force of more than 200 professionals across the U.S. divided up amongst industry specialties and geographic areas.

NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, or education. This allows for tailored strategies and localized outreach.

Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery. This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America.

C. Number and location of support centers (if applicable) and location of corporate office.

1. NEOGOV's Corporate HQ Office
2120 Park Place Suite 100,
El Segundo, CA 90245
2. Utah Support Office
13937 Sprague Ln
Draper, UT 84020

D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.

NEOGOV's FEIN is 33-0888748. We included our Dunn & Bradstreet report with this proposal.

Annual Sales for previous 3 fiscal years: Please see our attached Financial Standing Letter.

NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over \$400 billion. As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. At a high level, our revenue is in the hundreds of millions and we are a profitable company.

As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern.

E. Describe any green or environmental initiatives or policies.

Our company is committed to sustainability through various green initiatives that reduce environmental impact both internally and within our customer solutions. By leveraging cloud-based document management, digital workflows, and e-signature technology, we minimize paper usage and promote eco-friendly business practices. Our remote work capabilities and energy-efficient data centers, which comply with certifications such as ENERGY STAR, ISO 14001, and LEED, further reduce carbon emissions and resource consumption. Additionally, our solutions, including digital policy management, cloud-based scheduling, and electronic approvals, help organizations optimize operations while reducing waste. We also follow responsible e-waste recycling policies, ensuring electronic devices are disposed of sustainably. Through these initiatives, we support both our customers and our company in achieving a more environmentally responsible approach to business. NEOGOV does not have formal green or environmental policies at this time.

Our PowerDMS company began when an IT worker saw a shipment of filing cabinets being delivered to store all the paperwork required to achieve accreditation and thought, "there has to be a better way." He started PowerDMS to help utilize technology to reduce the impact of printing, storing, and managing mountains of compliance paperwork. Because of this, we have kept track of the amount of paper saved using PowerDMS. Our customers have collectively saved over 3.2 billion trees. We care so deeply about this, we put a small scoreboard at the bottom of every PowerDMS customer's site so you can track, in real-time, how many trees you have saved using PowerDMS.



F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

We do not have a formal diversity program. We are currently seeking women, minority, veteran and veteran-disabled owned suppliers to partner with. These vendor relationships will not result in any adjustments to pricing for customers.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

NEOGOV does not intend on using any subcontractors to provide services within this RFP.

I. Describe how supplier differentiates itself from its competitors.

As NEOGOV is best identified as a Service Provider, we maintain our sales and customer service teams entirely in-house. All individuals involved in delivering the products and services proposed in this RFP are direct employees of NEOGOV, not those of a third-party. This internal structure ensures that our teams are thoroughly trained and highly knowledgeable in specialized fields related to government, law enforcement, and public sector operations. This approach allows us to offer consistently high standards of service and expert guidance, ensuring that our solutions are implemented efficiently and effectively to meet the specific needs outlined in this RFP.

Also, administrators in the IT Department can be relieved of constantly maintaining systems. Since NEOGOV products are Software as a Service (SaaS) based, there are no upfront hardware or hidden costs. We provide seamless software releases and upgrades reducing ITs workload. NEOGOV adheres to IT Governance and Compliance across all NEOGOV Products and Companywide. All hosting, maintenance and security is maintained by NEOGOV teams according to industry standards.

Governmentjobs.com, Inc's workforce management solutions are tailored specifically for public sector and education organizations. NEOGOV has been in the industry since 1999 and has built a strong customer base. The flexibility and configurability of NEOGOV's system, allowing HR to make adjustments without costly IT intervention, demonstrates the user-friendly nature of the platform. The ability to accommodate various business rules, processes, and workflows, as well as multiple application types, showcases the adaptability of NEOGOV's products to meet diverse agency needs.

It is also notable that NEOGOV has been recognized as one of the top 50 fastest-growing private software companies in the US by Inc. Magazine and included in the Gartner e-Recruitment Software Magic Quadrant. These accolades underscore NEOGOV's commitment to customer service, reliability, and overall company stability. The strong customer network and annual growth rate of nearly 200% highlight the trust and satisfaction agencies have in NEOGOV's solutions.

NEOGOV's focus on the public sector and education market, reinforced by its experience working with numerous agencies nationwide, further solidifies its position as a reliable and knowledgeable partner in workforce management. Overall, NEOGOV's comprehensive solutions, industry recognition, and dedication to customer satisfaction make it a compelling choice for agencies seeking efficient and effective Applicant Tracking and Workforce Management systems.

With more than 13,000 public sector customers, 5,000+ in law enforcement alone, our solutions have a proven track record of operational success. In addition to the proven quality of our products, we have a world-class customer support team which contributes to our industry leading customer retention, satisfaction and net promoter scores. We are backed by reputable investment firms Warburg Pincus and Carlyle Group, ensuring financial stability and continuous investment in product development.

Our product development approach is customer-centric, with an aggressive enhancement release schedule for rolling out new features and capabilities. We provide extensive training and support through the NEOGOV Community, including access to quarterly conference calls, online video tutorials, user groups, and free monthly training webinars.

Our platform is a multi-tenant SaaS solution with robust security measures in place, including continuous vulnerability monitoring and management, intrusion detection, anti-malware, and anti ransomware capabilities. We are SOC2 compliant to include HIPAA and CJIS controls as well as StateRAMP and TxRAMP authorized. As of March 2025, we are "in progress" with FedRAMP and scheduled for FedRAMP authorization in June 2025 with the Department of Veterans Affairs as our FedRAMP sponsor. We believe in the concept of a well integrated and open platform, offering the ability to integrate with third-party vendors, providing flexibility and customization to meet specific customer needs. These attributes make us a unique and reliable partner for participating entities.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

None.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;***
- b. is not owned or operated by anyone who has been convicted of a felony; or***
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.***

NEOGOV is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

None. NEOGOV has not experienced any debarments or suspensions in the past seven years, either for the company itself or for any responsible party included in our proposals. We have maintained full compliance with regulatory standards and obligations, thus ensuring professional integrity and operational excellence throughout our engagements. Should NEOGOV or any associated responsible party enter into a debarment or suspension status during the pendency of this RFP evaluation, we pledge to provide immediate written notice

to OMNIA Partners, Public Sector, Inc. and Region 14 Education Service Center. This commitment to transparency is integral to our company.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

NEOGOV offers a suite of integrated solutions tailored to meet the various operational needs of public sector, education, and public safety and law enforcement agencies. Our products are designed not only to enhance efficiency and compliance but also to cater to the unique challenges faced by each agency, ensuring that each solution can be configured to fit specific operational requirements and procedural nuances. Our platform solutions include the following:

Product Name	Type	Description
Attract	Candidate Management System	Attract is a candidate relationship manager (CRM) providing tools to capture candidate leads, manage relationships, automate communications, and measure recruiting data.
Benefits	Benefits Management	Manage all employee, plan, and enrollment types in one place for increased transparency, across every department of your agency. <i>Note: Must be purchased with Core HR and Payroll product</i>
Core HR	HRIS	Allow HR, managers, and employees to collaborate in one space that services all the workforce's administrative needs, while maintaining strict compliance
eForms	Forms creator and Document Management System	Employee document and workflow management software that helps you easily create online forms, manage documents, and build seamless workflows in minutes.
Governmentjobs.com	GovernmentJobs.com Job Board	The largest public sector job board in the US designed to help you attract quality applicants, hire faster, and save on advertising.
Insight	Employee Recruiting and Applicant Tracking Software	Insight is NEOGOV's applicant tracking solution, designed for public sector agencies to efficiently and equitably attract and hire high-quality candidates.
Learn	Learning Management System	Learn provides a centralized cloud-based employee training solution with a library of courses and the ability to create custom content.
Onboard	Employee Onboarding and Offboarding	Onboard enables new hires to become more productive from their first day on the job by streamlining new hire paperwork, processes, and training.
Payroll	Payroll	Save time with an easy-to-use system that can handle complex public sector payroll requirements. <i>Note: Must be purchased with Core HR and Benefits product</i>
Perform	Performance Evaluation Module	Perform empowers managers to set and track performance goals, conduct employee evaluations, and provide ongoing feedback.

PowerPolicy	Policy and Compliance	A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site.
Time and Attendance	Time and Attendance	Easily manage time & attendance with a solution that addresses specific public sector needs while providing increased visibility. <i>Note: Must be purchased with Core HR product</i>
Vetted	Background Investigation	Vetted is a background check and identity verification service that streamlines and automates pre-employment screening to help public sector agencies hire trusted candidates faster.
Optional Integrations		
Product Name	Type	Description
Single Sign-On (SSO) Integration	Integration	Single Sign-On (SSO) provides the ability to validate usernames and passwords against internal user databases, such as Active Directory, Netware, Azure AD, etc., rather than having separate user passwords managed by NEOGOV.
Position Control Import	Data Transfer	Position Control Import is a Data Transfer from an organization's existing HRIS system to NEOGOV for Position titles and Numbers.
Employee Import	Data Transfer	Employee Import is a Data Transfer from an organization's existing HRIS system to NEOGOV for employee data, including new hires, rehires, and employee updates (e.g., Promotions, Demotions, Transfers, etc.)
Class Spec Import	Data Transfer	Department, Division, Class Spec Import is a Data Transfer from an organization's existing HRIS to NEOGOV for Department, Division, and Class Spec codes and titles.
Testing integration	Data Transfer	NEOGOV partners with Testing vendors to provide organizations with the ability to initiate testing and review results in NEOGOV.
Video interview integration	Data Transfer	NEOGOV partners with a Video Interview Vendor to provide organizations with the ability to request and review candidates submit pre-recorded interviews.
Hire Export	Data Transfer	The Hire export provides a link to export new hire and rehire data from NEOGOV Insight into the organization's existing HRIS system.
Course Management Import	Data Transfer	Import historical training data into NEOGOV for reporting purposes. Track your ongoing online courses from outside Learn.
Course File Integration	Data Transfer	Import existing SCORM data into NEOGOV Learn.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

NEOGOV is a Cloud-based Software as a Service. No hardware is needed to provide our services and we are able to provide services in all 50 states and U.S. Territories.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store

locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

NEOGOV does not have any retail or in-store locations. Please see our marketing plan below to ensure customers are receiving pricing under this Master Agreement. Pricing provided to Participating Agencies will be based on desired products and agency size according to the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

N/A. NEOGOV does not use third-party companies in the provision of its software solutions. All services and products are developed, maintained, and supported in-house by NEOGOV's dedicated team.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

N/A. There are no distribution facilities, warehouses or retail locations. NEOGOV's Software as a Service (SaaS) based solutions are delivered remotely. As such, only a modern web browser (e.g. Internet Explorer, Chrome or Firefox) and internet connection are required to use the core functionality of NEOGOV. Our data centers and hosting facilities are located in the following locations:

- Equinix Datacenters in Los Angeles, CA and Ashburn, VA
- AWS GovCloud West
- AWS US East
- Microsoft Azure East
- Microsoft Azure West US regions

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

There are no portions of the response that should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to I,II:

Ninety-Day Implementation Plan for NEOGOV Master Agreement with OMNIA Partners Executive Leadership Endorsement and Sponsorship (Within First 10 Days)

- **Day 1-3: Official Announcement and Endorsement**
 - Executive leadership to announce the award of the Master Agreement with OMNIA Partners through a company-wide memo.
 - Publish an endorsement letter from NEOGOV's CEO highlighting the significance of this award as one of our primary public sector go-to-market strategies.
 - Announce the partnership on internal communication platforms, such as email newsletters and intranet bulletins.

- **Day 4-10: High-Level Strategic Kickoff**

- Conduct an executive leadership meeting with key NEOGOV and OMNIA Partners stakeholders to discuss strategic vision, goals, and anticipated outcomes.
- Assign an Executive Sponsor to oversee and support the implementation across multiple departments to ensure alignment with strategic goals.
- Ensure executive leadership participation in the launch meeting with OMNIA Partners training to demonstrate top-down commitment.

0-30 Days: Information Gathering and Initial Training

- **Cross-Company Training and Understanding**

- Organize a kickoff meeting with OMNIA Partners to educate public sector and education sales executives on the advantages and details of the Master Agreement.
- Appoint a dedicated NEOGOV representative to manage business development and the creation of ongoing training materials.
- Develop a comprehensive “playbook” containing vital information about the OMNIA Partners contract, and distribute it company-wide
- Incorporate OMNIA Partners training into all future new hire onboarding programs.

- **Establishing Collaborative Foundations**

- Gain an in-depth understanding of the high-level priorities and target markets for both organizations.
- Create a dedicated OMNIA Partners web-based homepage accessible from NEOGOV’s main menu, including:
 - OMNIA Partners standard logo
 - Copy of the original procurement solicitation
 - Copy of the Master Agreement and amendments
 - Summary of products and services pricing

- **Collaborative Marketing Initiatives**

- Begin collaboration with marketing teams to develop a comprehensive marketing campaign promoting the OMNIA agreement.
- Create a dedicated email address for general inquiries related to the OMNIA partnership.

30-60 Days: Getting the Word Out and Integrating Value Propositions

- **Integrating into Sales and Marketing Processes**

- Integrate OMNIA Partners value propositions and differentiators into lead generation and sales processes.
- Develop a cohesive and effective co-selling strategy to be used by both NEOGOV and OMNIA Partners teams.

- **Marketing Campaign and Collateral Development**

- Launch the first phase of the marketing campaign to promote the agreement, including email campaigns and call cadences.
- Incorporate the OMNIA Partners logo and messaging into marketing materials and on the NEOGOV marketplace.
- Update proposal documentation to include OMNIA value propositions.

- **Contracting Support and Education**

- Establish a Contracting Center of Excellence (C.O.E.) to facilitate complex contracting requirements when needed.

60-90 Days: Ongoing Training, Opportunity Identification, and Expansion

- **Continuous Improvement in Sales Processes**

- Refine and develop ongoing talk tracks and best practices to integrate into the selling cycle
- Facilitate a contracting webinar for customers and prospects to enhance knowledge sharing and facilitate smoother transactions.
- **Proactive Opportunity Identification**
 - Identify all expiring contracts where the purchase price exceeds their non-RFP purchasing threshold, promoting the use of the OMNIA Master Agreement to streamline the contracting process and reduce costs/resources.
- **Tracking Progress and Expanding Reach**
 - Implement a system for tracking the effectiveness of the initiative, ensuring alignment with predefined goals and KPIs.
 - Schedule regular check-ins and reviews to ensure continuous improvement and identify new opportunities for expanding the reach and utilization of the Master Agreement.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Ninety-Day Marketing Plan for NEOGOV Master Agreement with OMNIA Partners

0-10 Days: Immediate Actions

1. Creation and Distribution of Co-Branded Press Release to Trade Publications

- **Day 1-3: Draft and Approve Press Release****
 - Collaborate with OMNIA Partners' marketing team to draft a co-branded press release.
 - Obtain necessary approvals from NEOGOV and OMNIA Partners executive teams.
- **Day 4-5: Distribution Planning**
 - Develop a list of key trade publications, industry blogs, and media outlets.
 - Finalize distribution strategy.
- **Day 6-10: Release and Amplification**
 - Distribute the press release.
 - Leverage NEOGOV's social media channels and internal communication platforms to amplify the announcement.

2. Website Announcement and Detailed Information Publication

- **Day 1-10: Webpage Planning and Design**
 - Plan and begin designing a dedicated OMNIA Partners web-based homepage on NEOGOV's main website, ensuring it includes:
 - OMNIA Partners standard logo
 - Copy of original Request for Proposal
 - Copy of Master Agreement and amendments
 - Summary of products and pricing
 - Marketing materials
 - Electronic link to OMNIA Partners' website including the online registration page
 - A dedicated toll-free number and email address for OMNIA Partners inquiries

11-30 Days: Building and Initial Dissemination

1. Website Announcement and Detailed Information Publication (Continued)

- **Day 11-20: Content Development**
 - Finalize content and design elements.
 - Conduct quality and compliance checks.

- **Day 21-30: Webpage Launch**
 - Publish the dedicated webpage.
 - Promote the webpage through internal and external newsletters, email campaigns, and social media.
- **2. Design and Initial Distribution of Co-Branded Marketing Materials**
- **Day 11-20: Design Phase**
 - Collaborate with OMNIA Partners to design co-branded marketing materials, such as brochures, flyers, and email templates.
- **Day 21-30: Production Phase**
 - Finalize and produce the marketing materials. Develop an initial distribution plan targeting current and prospective public agencies.

31-60 Days: Increased Outreach and Marketing Initiatives

1. Design and Initial Distribution of Co-Branded Marketing Materials (Continued)

- **Day 31-45: Distribution Launch**
 - Begin distributing marketing materials through email campaigns, direct mail, and social media channels.

2. Marketing Campaign and Messaging Integration

- **Day 31-50: Integration Phase**
 - Integrate OMNIA Partners' value propositions and differentiators into lead generation and sales processes.
 - Update proposal documentation to reflect OMNIA Master Agreement benefits.
- **Day 51-60: Campaign Launch**
 - Launch the first phase of the marketing campaign to promote the agreement, including email campaigns and call cadences.

61-90 Days: Active Promotion and Event Participation

1. Attendance at Trade Shows and Conferences

- **Planning and Scheduling**
 - Develop a calendar of key national and regional industry events for attendance and participation, in collaboration with OMNIA Partners.
- **Preparation and Participation**
 - Begin preparations for upcoming events, including booking booth space and staffing for the NIGP Annual Forum and other relevant conferences.

2. National and Regional Advertising in Trade Publications

- **Day 61-75: Strategy Development**
 - Develop an advertising strategy targeted at national and regional trade publications.
- **Day 76-90: Ad Design and Rollout**
 - Design and publish initial advertisements, ensuring they are co-branded and promote the Master Agreement benefits.

Ongoing Marketing and Promotion Strategies (Throughout the Term)

1. Content Development and Continuous Outreach

- **Case Studies and Collateral**

- Develop case studies, presentations, and collateral pieces showcasing the success stories and benefits of the Master Agreement.
- **Regular Communication**
 - Maintain ongoing communication with public agencies through newsletters, webinars, email campaigns, and targeted outreach.

2. Dedicated Online Presence (Continued Enhancement)

- **Continuously update and enhance the dedicated OMNIA Partners web-based homepage with fresh content and resources to ensure ongoing relevance and appeal**
 - a. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
 - b. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
 - c. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - d. Design, publication and distribution of co-branded marketing materials within first 90 days
 - e. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
 - g. Dedicated OMNIA Partners page on Supplier's website with:
 - h. OMNIA Partners standard logo;
 - i. Copy of original Request for Proposal;
 - ii. Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - iii. Summary of Products and pricing;
 - iv. Marketing Materials
 - v. Electronic link to OMNIA Partners' website;
 - vi. A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

To seamlessly transition our existing Public Agency customers to the new Master Agreement available nationally through OMNIA Partners, NEOGOV will implement a structured and systematic approach that ensures minimal disruption and maximum benefit. Initially, we will develop a comprehensive communication plan, informing current customers about the new Master Agreement, emphasizing its enhanced benefits and additional opportunities. We will also organize informational webinars and Q&A sessions to clarify the advantages and address any concerns. To further support this transition, we will assign our dedicated support team to assist each agency, conducting one-on-one consultations to understand their unique needs and provide tailored guidance. Comprehensive training sessions will be offered for procurement and administrative staff, supplemented by a resource hub containing detailed guides, FAQs, and best practice documents.

Throughout the transition, we will employ a phased rollout, starting with a pilot program involving a select group of Region 14 ESC agencies to test the process and resolve potential issues before a full-scale implementation. We will continuously monitor the transition, collecting feedback and making necessary adjustments to ensure a smooth experience for all agencies involved. Additionally, we will position the OMNIA Partners Master Agreement strategically among our existing cooperative contracts, such as NYS OGS IT Umbrella, by highlighting the unique benefits and broader national reach of the OMNIA Partners agreement. We will develop integrated marketing materials to compare and contrast these agreements, maintaining consistent messaging across all channels to avoid confusion. Our tailored recommendations will guide agencies to the Master Agreement that best meets their needs, with a particular emphasis on the comprehensive benefits offered by OMNIA Partners. This approach ensures a smooth transition, enhanced customer satisfaction, and long-term success for both NEOGOV and our public sector partners.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Yes, Governmentjobs.com, Inc. acknowledges.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

Yes, Governmentjobs.com, Inc. confirms.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

Yes, Governmentjobs.com, Inc. confirms. Please refer to the 90 day plan for additional information.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

- Lindsey Gerber, Proposal Team Manager.
 - Email - bids@neogov.net
 - Phone - (310)-971-9588

ii. Marketing

- Lindsey Gerber, Proposal Team Manager.
 - Email - marketing-team@neogov.net

- Phone - (310)-971-9588

iii. Sales:

- Lindsey Gerber, Proposal Team Manager.
 - Email - sales@neogov.net
 - Phone - (310)-971-9588

iv. Sales Support

- Lindsey Gerber, Proposal Team Manager.
 - Email - bids@neogov.net
 - Phone - (310)-971-9588

v. Financial Reporting

- Nicholas Kromer, VP of Revenue Operations.
 - Email - bids@neogov.net
 - Phone - (310)-971-9588

vi. Accounts Payable: https:

- Lindsey Gerber, Proposal Team Manager.
 - Email - ap@neogov.net Phone - (310)-971-9588

vii. Contracts

- Joshua Snyder, VP of Strategic Partnerships.
 - Email - bids@neogov.net,
 - Phone - (310)-971-9588

1. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, and education. This allows for tailored strategies and localized outreach.

Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery. This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America.

The executive in charge of our Sales and Marketing team can be reached at bids@neogov.net.

Chief Revenue Officer- Matt Redden

As the CRO, Matt leads the business development, sales, marketing, pricing, training, partner strategy and revenue management for NEOGOV. The job is to test demand generation, selling, growth hacking, etc., to measure success and failure, and know when, where and how to “double-down.”

- Develop growth strategies with the executive team and board of directors Create accountability within the company by developing appropriate metrics and coordinating compensation and promotions with these metrics
- Monitor the revenue pipeline and leads, adjusting as necessary to create sustainable growth
- Establish both short-term results and long-term strategy, including revenue forecasting
- Oversee all Channel/Partner Development -- adding new sales channels and 3rd party resellers and partners

1. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

We believe that OMNIA Partners and Region 14 ESC play a critical role in promoting agreements arising from this RFP by providing a credible platform that streamlines procurement processes. To successfully implement, grow, and service the national program under the Master Agreement with OMNIA Partners, NEOGOV's sales teams will engage in a highly collaborative approach with the OMNIA Partners team.

To effectively integrate the OMNIA Partner's-awarded agreement into NEOGOV's sales process, we will begin by extensively training our sales team to understand and articulate the benefits of the agreement, such as pre-negotiated terms and compliance with procurement regulations. NEOGOV and OMNIA Partners will develop and deliver training programs to ensure the sales force is well-versed in the Master Agreement's benefits and selling points, with ongoing educational efforts to keep teams aligned and informed.

Initially, comprehensive planning and strategy meetings will also be held to establish clear objectives, timelines, and responsibilities for both teams. These meetings will set the foundation for regular coordination sessions to review progress, address issues, and realign strategies as needed. Marketing materials will be updated to highlight the advantages of Region 14 ESC purchasing through OMNIA Partners, ensuring this information is prominently featured in brochures, digital content, and client proposals. We will also enhance our digital presence by adding detailed information about the agreement on our website, including a dedicated landing page- as outlined in this RFP.

Integrated marketing and sales campaigns will be executed to create co-branded marketing materials and align sales efforts with promotional strategies. Joint lead generation and outreach initiatives, including webinars and workshops, will educate prospective clients about the Master Agreement's advantages. Moreover, the teams will engage in co-selling activities, coordinating joint sales calls and presentations to leverage the combined expertise and credibility of NEOGOV and OMNIA Partners.

Account managers will actively inform existing clients about the benefits of renewing or extending services under the agreement during regular consultations and account management sessions. Additionally, we will implement feedback mechanisms to capture client insights on using the OMNIA Partner' agreement, allowing us to continuously refine our integration strategy. Post-sale support and service coordination are crucial elements of this collaborative effort. Both teams will work together to ensure a seamless transition from sales to implementation, with dedicated customer success teams managing onboarding and ongoing service requirements. Regular check-ins with clients will monitor satisfaction and gather feedback, contributing to continuous service improvement. Through this comprehensive and cooperative strategy, NEOGOV and OMNIA Partners will effectively implement, grow, and service the national program, delivering exceptional value and support to public agency customers.

Your vetting and endorsement significantly enhance the trustworthiness and appeal of the agreements, offering participating entities a reliable, pre-negotiated, and compliant purchasing pathway. This not only

aids in reducing the administrative burden associated with soliciting bids but also accelerates the procurement cycle, allowing for quicker deployment of solutions.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

To manage the national program throughout the term of the Master Agreement with OMNIA Partners, NEOGOV will employ a comprehensive strategy encompassing ongoing coordination of marketing and sales efforts, timely setup of new Participating Public Agency accounts, and efficient contract administration.

Our approach begins with integrated marketing campaigns developed in collaboration with OMNIA Partners, including co-branded marketing materials, email campaigns, webinars, social media outreach, and targeted advertising in trade publications. Regular monthly strategy meetings will ensure alignment and allow for real-time adjustments based on campaign performance, sales metrics, and customer feedback. A joint lead generation strategy and outreach initiatives, such as informational webinars and industry events, will drive engagement and educate prospective clients about the Master Agreement's benefits.

For timely account setup, NEOGOV's onboarding team will streamline and standardize processes, employing automated systems where possible and providing personalized support through one-on-one consultations and tailored training sessions. Each new agency will have a dedicated contact to address questions and resolve issues during the setup phase. Our contract administration team will oversee all aspects of the Master Agreement, ensuring compliance, handling amendments, and managing renewals and expirations efficiently. This team will implement a robust monitoring system to track performance and generate regular reports to identify areas for improvement, while proactively resolving potential issues to minimize disruptions.

Ongoing customer support and relationship management will include regular check-ins, feedback sessions, and the assignment of customer success managers to help agencies maximize the benefits of the Master Agreement. We will also develop case studies and testimonials to demonstrate successful implementations and value, sharing these through various marketing channels to attract new agencies. Continuous improvement will be driven by structured feedback loops and staying abreast of industry trends and technological advancements, ensuring our solutions remain cutting-edge and our strategies innovative. This comprehensive approach will ensure the effective management, growth, and service of the national program, delivering sustained success and value for all Participating Public Agencies.

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process. If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear. Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Annual Sales for previous fiscal years: We have provided our letters from our auditors in lieu of our Financial Statements. Please see our attached Financial Standing Letter.

Top 10 Public Agency customers

Account Name	Industry	Purchase Value	Primary Contact	Email	Date Became Customer
1. Los Angeles, County of (CA)	Municipality	\$1,213,372	Lisa Garrett	lgarrett@hr.lacounty.gov	9/12/2014
2. Michigan, State of (MI)	State	\$1,069,067	Sandi Thorne	thornes@michigan.gov	10/28/2008
3. Nevada, State of (NV)	State	\$931,503	Bachera Washington	bWASHINGTON@admin.nv.gov	03/01/2025
4. Department of Veterans Affairs (DC) V.A.	Healthcare	\$714,805	Matthew Newell	matthew.newell@va.gov	06/05/2025
5. Los Angeles, City of (CA)	Municipality	\$661,796	Steve Rivera	steve.rivera@lacity.org	8/14/2008
6. Philadelphia, City of (PA)	Municipality	\$647,639	Janine LaBletta	janine.labletta@phila.gov	6/5/2009
7. King, County of (WA)	Municipality	\$640,761	Jay Osborne	jay.osborne@kingcounty.gov	10/19/2006
8. Dallas, City of (TX)	Municipality	\$567,799	Nina Arias	nina.arias@dallas.gov	10/19/2006
9. Alabama Community College System (AL)	Higher Education	\$545,417	Nikita Payne	nikita.payne@accs.edu	8/11/2021
10. Hawaii Department of Education (HI)	State	\$537,508	Gary Nakamura	10053182@k12.hi.us	10/19/2006

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process. A receipt of payment will be provided via email.

If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear.

Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.

NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with Region 14 ESC participating entities:

- Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms.
- Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all participating entities. Together, these documents form the foundation of our procurement process, ensuring that every transaction is governed by clear, standardized terms that support operational efficiency and compliance.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one

\$ _____ .00 in year two

\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Yes, Governmentjobs.com, Inc. confirms it can respond to different solicitation options:

1. NEOGOV 's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services. We respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
2. If an eligible Public Agency requests to be transitioned to the Master Agreement, NEOGOV shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies and OMNIA Partners.
3. Occasionally OMNIA Partners and NEOGOV may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes NEOGOV 's pricing under the Master Agreement to be higher than an alternative contract held by NEOGOV. NEOGOV would not be required to lower the price for other Public Agencies.
4. If alternative or multiple proposals are permitted, NEOGOV will respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. NEOGOV agrees that when responding to a Third-Party Procurement Solicitation that we will make our commercial best effort to follow the options as recommended by the Master Agreement.

**NEOGOV
Service Level
Agreement**

NEOGOV Service Level Warranties

1. Definitions. For purposes of this Contract, the following definitions shall apply:

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

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

2. Customer Obligations. The Customer’s responsibilities and obligations in support of this SLA include the following:

- a) Providing information and authorizations as required by NEOGOV for performing the Services.
- b) Adhering to policies and processes established by NEOGOV for reporting service failures and incidents and prioritizing service requests.
- c) Paying fees and costs as required by any master agreement or scope of work.
- d) In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

3. NEOGOV Obligations; Service Levels; Service Credits.

- a) Customer Service Response. NEOGOV will provide telephone customer support Monday through Friday excluding NEOGOV holidays. If the NEOGOV support desk is unable to resolve the issue within the time limits specified herein, the case shall be escalated to the appropriate teams.

Target Response and Resolution Times		
Severity	Issues/Factors Determining Severity	Initial Acknowledgment¹
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

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

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

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

¹ During standard business hours.

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

SERVICES AGREEMENT

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You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. **Term and Termination.**
- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. **Maintenance; Modifications; Support Services.**
- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) **Equitable Relief.** The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. **Representations, Warranties, and Disclaimers.**

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Additional Customer Representations and Warranties.** Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

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

Customer	GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name: Signature: _____ Print Name: Date:	Signature: _____ Print Name: Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Financial Standing Letter
and
KPMG Audit

OMNIA Partners

5001 Aspen Grove Drive

Franklin, TN 37067

June 18, 2025

Dear Sir/Madam,

This letter is to inform you of the reasoning we have provided our letters from our auditors in lieu of our Financial Statements. Our Financial Statements are highly confidential and as we are a privately held institution, they are not disclosed publicly. In our auditor's letter, issued by an independent public accountant of recognized national standing, they are required to disclose a risk of going concern if they believed there to be any. Since they did not, with the auditor's letter you can deduce that NEOGOV is solvent and there is no risk at that point in time that the company would cease operations.

As further indication of our financial standing, scale, and stability, NEOGOV has been in business for over 25 years and serves over 10,000 US government agencies. In addition, the Company is majority owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's most preeminent investment firms that together manage over \$400 billion of assets.

By providing the auditor's letter and additional context around our business, we accomplish both the reassurance you need with our financial position as well as the confidentiality we need as a privately held company.

We look forward to our partnership together,



Alex Chun
Chief Financial Officer



KPMG LLP
Suite 1500
550 South Hope Street
Los Angeles, CA 90071-2629

Independent Auditors' Report

The Board of Directors
Lobos Parent, Inc.:

Opinion

We have audited the consolidated financial statements of Lobos Parent, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive loss, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.



In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Los Angeles, California
April 26, 2024

IMPLEMENTATION PLAN

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Proposed HRIS Implementation

To achieve project success and to ensure both effective and timely implementation of your system, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV utilizes a pod implementation approach that effectively manages and streamlines the implementation. For all implementations, NEOGOV is proud to offer implementation experts who will be specifically tasked with working on your project for the duration of your system implementation experience.

HRIS Full Suite Team (3-4 Modules)

- Project Manager
- CoreHR Implementation Consultant
- Benefits Implementation Consultant
- Time & Attendance Implementation Consultant
- Payroll Implementation Consultant
- Data/EDI Specialist

Adhoc Team (1-2 Modules)

- Project Manager
- Implementation Consultant(s)
- Data/EDI Specialist

Kickoff

During the project kickoff you will meet your assigned Project Manager to review roles, responsibilities, and expectations of the project partnership. Your Project Manager will begin to gather some initial information about your organizational priorities, needs and expected outcomes.

Data Consultation/Education

Prior to beginning your implementation it's important to understand the data needs of the HRIS system and the implementation in general. To ensure that you are prepared to make decisions around your data and data gathering a data consultation will take place. During this consultation we will review the organizational model requirements of HRIS and how these data attributes drive in cross-functional modules. If you are already active with a NEOGOV product, we will assess this data to advise on any possible adjustments needed to make your data compatible with HRIS. Key decision makers and internal data representatives should be present for this discussion. At the conclusion of this discussion your internal teams may begin to work through data extraction from legacy systems.

Discovery

The Discovery phase of the project is the most critical phase of the project as it is during this phase that your system requirements are defined. It is important that key stakeholders from your organization are present to ensure that clear and accurate details are captured.

Examples of key stakeholders who should be involved are Human Resources, Payroll, Finance, Benefits Admin and IT. Discovery sessions will take place 2x weekly until all aspects of the purchased products

have been thoroughly vetted.

Data

At the conclusion of the Discovery phase, you will move into the Data phase of the project. During this phase your assigned Data Specialist will begin to work with your organization to collect the initial seed data needed to support your implementation. It is important that clean accurate data is provided as the data sent to your system sets the stage for the subsequent configuration. Active implementation cannot begin until the seed data has been loaded and validated by your organization.

Scope

Now that requirements and data gathering have been completed, your implementation team can define the project scope and finalize the project timeline. Your project scope will outline the configuration plan for each product and the expected timeline to complete the configuration, testing and launch of the system. Upon sign off of the Scope and Timeline you will move into Active Implementation.

Active Implementation

Your implementation team will now be focused on executing your system requirements. Active Implementation is all about system configuration, IC level testing and admin training. During this stage of the implementation, you will continue to meet with your team weekly for status updates, set up review and training to prepare for Testing/Parallels.

Additionally, the remaining required data needed to send the system must be delivered for importing. It is important to note that it is not uncommon that during this phase of the project additional clarification and/or details may be requested.

Testing/Parallels

We have now reached the exciting step of seeing our work come together. It's time for your organization to begin to test the configuration and functionality of the purchased products. During this phase of the project, we will complete parallels against legacy system to ensure that all aspects of the system are calculating and operating as expected. This phase of the project is an extremely hands-on phase for your organization. Key stakeholders for your Human Resources, Payroll, Finance, Benefits and IT should be included in the testing and parallels process. It is at the conclusion of this stage that a Go - No Go Decision is made.

Pre-Launch

If we have made it to Pre-Launch, we have cleared our success criteria and we are ready to deploy your system build to your production environment. It is at this point that you will most likely need to generate and provide refreshed employee-related data files to seed your production system with the most up to date data from your legacy systems. Rapid turnaround of this data will reduce gaps in your data and delays in your launch. Black out for data process will begin and all changes to TMS and/or HRIS will be held for post black out processing. Any final setup refinements may be completed.

Launch

We are now positioned for LAUNCH! Your build will be deployed to your production environment and your refreshed data files will be loaded to your production environment. Your implementation team will complete some final production level setup tasks, production level testing and HRIS/TMS integration. Once complete you will process your held changes, and your internal rollout process may begin. Shortly after launch you will start using NEOGOV to capture Time activity and process your 1st payroll. You will

remain w/your implementation team for appx. 30-days post Go Live.

Customer Support

After your implementation has been completed and you have successfully processed appx 2-3 active payrolls you will now be ready to transition to NEOGOV Customer Support. NEOGOV Support will become your day-to-day contact and aid as needed.

Project Commitment

Implementation of any software is a significant and sensitive commitment for all parties. It's important to ensure that all key stakeholders and subject matter experts can be fully invested during the project. Avoiding competing initiatives, significant absences of key resources and timely delivery of information and decisions will ensure project milestones are met and overall project timeline integrity is maintained. NEOGOV provides you with a dedicated team during your assigned project period and significant delays to the project can affect the availability of these resources outside the planned project period. As illustrated below, NEOGOV resources remain fully dedicated to the project during the project period. Customer engagement during the project period, while constant, is significantly higher during the beginning and end phases.

	Discovery, Data & Scope	Active Implementation	Testing/Parallel	Pre-Launch & Launch
Customer	Significant Engagement	Moderate Engagement	Significant Engagement	
NEOGOV IC(s)	+ Significant Engagement +			
NEOGOV Data & Integrations	Data →	Integrations →		
NEOGOV Payroll Services & Customer Support			Payroll Services (if applicable) →	Customer Support →

Who We Will Bring

Account Executive (AE)

- Ensure alignment with contractual agreements
- Future product and integration contracts
- Ensure overall satisfaction it is met in your product purchase.

Project Manager

- Manage project scope, risks, and timelines
- Schedule and leads project meetings
- Serve as the primary contact throughout implementation

Implementation Consultant(s)

- Data Specialist & Product Subject Matter Expert for each purchased product
- Support working sessions, validates configuration and supports training throughout

implementation

- Provide guidance on HRIS product implementation & best practices for implementing products
- Serve as the secondary contact throughout implementation

Who You Should Bring

Project Sponsor

- Responsible for overall success of the project
- High-level engagement throughout project
- Authority to drive internal prioritization to maintain project timeline integrity
- Internal and external resource for project risks

Project Lead/Owner

- Facilitate internal discussion and fact gathering to support requirements gathering
- Ensure accountability for on-time deliverables for all members of your project team
- Manage deliverables to ensure overall project timeline integrity is being met
- Coordinate project team and ensures tasks are completed on time
- Attend all scheduled meetings

Project Team

- Project Team should include a SME from each area of your operation
- Human Resources/Benefits Administration/Payroll/Finance/IT/Data
- Provide requested details on all operational processes and functional needs of the system
- Participate in all project calls

Proposed TMS Project Implementation

Overview

To achieve a high level of project success, and to ensure both an effective and timely implementation for our agencies, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach has been continually refined and is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV incorporates a staged implementation approach which is designed to effectively manage and streamline the process. This staged implementation approach is in the style of train the trainer. For all implementations, NEOGOV is proud to offer an implementation expert to facilitate the process.

Agency Staffing Requirements

Per implementation, customers are responsible for organizing a team consisting of at least one project manager and one system administrator who will work with agency staff and NEOGOV during the project. The project manager should be familiar with project plans and understand the tasks associated with managing a team, working with a timeline, and interacting with an external vendor. The system administrator is typically a Human Resources staff member who is familiar with internal processes (recruitment, training and development, new hire orientation, etc.).

NEOGOV recommends **1-3** primary system administrators, with **1-2** back-ups in the event of vacation, leave, etc. The system administrator(s) should attend all status check-ins with the NEOGOV implementation consultant. You may include IT in these meetings, but this is optional.

The system administrator(s) should be familiar with using a computer and Google Chrome. Within the team there should be an understanding of the existing processes as the team will be responsible for reviewing and revising, where necessary, the existing processes to incorporate NEOGOV

Before You Begin

Prior to the scheduled project kick-off meeting, the NEOGOV Implementation Consultant will deliver a series of documents to the customer Project Manager, including the Implementation Workbook, access to GuideCX (project management platform) and the Pre- Implementation Questionnaire. These provide a checklist of each of the tasks, responsibilities, and timelines associated with each of the deliverables.

NEOGOV recommends a weekly status check-in between the Implementation Consultant and customer Project Manager and System Administrator(s) to review accomplished activities, completed deliverables, upcoming deliverables, and functionality questions.

At the kick-off meeting, NEOGOV will review the project implementation timeline with the customer and both parties will agree upon a Go-Live date. This meeting is used to clearly define the roles, responsibilities, deliverables, and tasks as laid out in this proposal, in addition to presenting a high-level overview of the system.

Contingency timeframes are always incorporated into the project plan to allow for some project timeline fluctuation. Each of the major deliverables in the timeline incorporates roughly a **10%** contingency estimate added to each activity. Based on the overall timeline requirements and NEOGOV's extensive history working with public sector and education agencies delivering this type of solution, we are confident that the timeline (including safe contingency planning estimates) will be successfully completed on time and within budget.

Depending on the product being implemented, the implementation process can take anywhere from **8-15** weeks, depending on how many varying processes the organization utilizes as well as time commitment from the system administrator(s).

A NEOGOV implementation consultant is assigned to your implementation and will serve as your point of contact to answer any of your questions and provide guidance. Your consultant will serve as your subject matter expert and is available to help and provide best practice advice on system functionality throughout the project.

Internal Process Analysis

Before the project kick-off, it is important to consider your processes. Having your processes defined will help determine how you will configure your system, as well as help your NEOGOV implementation consultant know which features to utilize to achieve your process goals. General questions to consider:

- Are you centralized or decentralized?
- Do managers play any part of the process?
- Are you looking to re-do any or all parts of your processes?
- Do you have buy in from your unions, end-users, executive teams, etc?

- How are you currently processing employees?
- What is your end goal with implementing NEOGOV?
- How are you planning on managing your data?
- Do you have a system or records?

NEOGOV has included the implementation timeline and deliverables in the Sample Implementation timeline below. Please note that the steps may vary per product. This proven installation approach is as follows:

Stage I Project Kick- Off

This stage consists of the project kick-off call that should be attended by the customer project manager, system administrators, and any other stakeholders responsible for configuring the system.

During this stage you will review your findings from the Internal Process Analysis step (see above) as well as system goals with your dedicated NEOGOV Implementation Consultant.

This will assist your NEOGOV implementation consultant to be equipped with details about your process to advise you on the best, most relevant configuration options for your system. In addition, this allows us the opportunity to work with you to identify areas of workflow improvements that we can suggest to ensure you get the most possible out of the project.

Meeting Agenda

- Introductions
- Overview of System
- Discussion of Project Timeline and GuideCX
- Discussion of System Administration Training and Train the Trainer sessions
- Discussion of Project Roles and Assignments
- Discussion of Community (online training center)
- Review Pre-Implementation Questionnaire
- Question and Answer

After the kick-off meeting, your NEOGOV implementation consultant will send you your login credentials.

Data Gathering

To further set your team up for success, NEOGOV recommends a data gathering phase after your kick-off call. Use this time to gather all forms and materials needed for the implementation.

Stage II System Configuration

During this stage the customer system administrators are responsible for dedicating time to learn and configure the product, with the guidance of your NEOGOV Implementation Consultant. With our train the trainer approach, it is vital for the system administrator(s) to commit to learning the system, which will ultimately set your team up for success. With this approach, our customers become Subject Matter Experts themselves and will be self-sufficient after Go-Live.

Self-Paced System Training

In addition to the guidance provided by our in-house Implementation Consultant, NEOGOV also provides online user guides and tutorials to assist you in the set-up of the system and management of the project. Additional training includes:

- Online User Guides – The online user guides cover in-detail the capability, functionality, and linking throughout the system. The user guides are broken down by topic for ease of use. The user guides are available on any NEOGOV screen by clicking the 'Help and Feedback' link. The online user guides function much like standard help guides wherein the help documentation is available online and interactive including text and topic searching, indexes throughout the document.
- Tutorials – NEOGOV offers a series of video tutorials that progress sequentially for an intuitive learning experience. It is recommended to watch all modules to learn the full functionality of the system. Your NEOGOV implementation consultant will direct you to specific tutorials throughout the system configuration phase. Each of these series include multiple modules covering a range of common actions.

Configuration

With the assistance of your NEOGOV Implementation Consultant and using the tutorials and online user guide as a reference, you will configure the system. Depending on which product you are implementing, you will configure various features.

Your NEOGOV implementation consultant will advise you with best practices to create streamlined and automated processes.

Stage III System Validation

Upon completion of configuration, you will begin system validation, during which your system administrator(s) will test all aspects of your system. This stage is vital to the success of your deployment of NEOGOV.

Test System

A thorough system validation ensures that the system is configured and ready to support the needs of your organization. Your Implementation Consultant will review the system validation process with you once you have completed configuration.

We encourage you to be intensely engaged and creative. As you test, consider various scenarios that might arise. Once testing is complete, your Implementation Consultant will review the test results with you and help advise on how to adjust any necessary settings before moving on.

Employee Data Import (Optional)

Part of the system validation stage is the Employee Data Import. This step is to upload your existing employee population into the NEOGOV system. Depending on which product you implement, this is an optional step as it is not required to have all existing employees in the system.

Your NEOGOV implementation consultant will provide you with an Employee Workbook with the following fields:

- Employee Name
- Employee Number
- Email Address

- Start Date
- Department Code and Title
- Division Code and Title
- Class Code and Title
- Position Code and Title
- Direct Manager Employee Number

Once received, your NEOGOV implementation consultant will import your data into NEOGOV.

Stage IV - Deployment

During this stage you will attend the production review call to wrap up the implementation, activate your users, conduct end-user training for managers and HR staff that will be involved in your processes. Please use the Production Review Checklist (found in the Implementation Workbook) to ensure system readiness before moving through the rest of this stage.

Production Review Call

You will attend the production review call once your system is configured, tested, and if you choose, all employee data has been uploaded. The purpose of the production review call is to have your consultant review your set-up to ensure everything is configured to work exactly as you intend for it to work. The first part of the call is to review the Production Review Checklist. The checklist contains the required as well as optional features in the system that will be reviewed with your NEOGOV Implementation consultant. This acts as a final check-through of your system before Go- Live.

The second part of the production review call consists of the Customer-Led demo. The system administrators will conduct a demo to ensure the administrators are comfortable with using the system and know where to navigate to use key features and functions. This is by no means a test.

Upon completion of the production review call, you are marked as **Live**: meaning you have finished the implementation and are ready to use the system.

End-User Training

This step is optional, but NEOGOV highly encourages customer system administrator(s) to conduct end-user training for any employees, managers, department heads, IT, HR staff, or others that will be utilizing the system. NEOGOV recommends that the system administrator(s) customize the NEOGOV employee and manager user guides (found in our online help center) to your specific process.

In addition, NEOGOV recommends the system administrator(s) create PowerPoint presentations and conduct several **2**-hour sessions for end users to learn how to use the system. You have the option of having a NEOGOV trainer create the training PowerPoints as well as lead the session at an additional cost.

Launch NEOGOV (Go-Live)

Once all users are trained, and the production review call is complete, you may begin using NEOGOV. Your NEOGOV implementation consultant will be your main point of contact post- go-live for **30** days to ensure a smooth rollout.

At that point, you will be transferred to our Customer Support Team. NEOGOV has a team of experienced professionals ready to help answer your questions by phone, email, or by logging in a case with our Help Desk. Our live Customer Care Team is available from **6:00 AM to 6:00 PM** (Mountain), Monday through Friday (excluding NEOGOV holidays). During these phone support hours, you have an unlimited number of calls available. If you call outside of these hours, or if all our representatives are busy, simply leave a

message and your call will be returned once a team member is available. You can expect a response in 24 hours or less.

There is no charge for calling into the Customer Support Team for help. Additional fees may apply if you choose to purchase additional onsite training in the future or decide to attend the annual User Conference.

D. Value Added Products/Services (10 points)

- 1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.*

The NEOGOV Community Network

NEOGOV has been building and supporting public sector and education HR Software for the past 20 years. NEOGOV systems are built for public sector and education agencies. Our teams understand specific requirements and best practices to create the most advantageous solutions for our customers. Product Managers take direct customer feedback from the NEOGOV Community's Idea Board when planning and developing future enhancements and updates to our products. The NEOGOV Community provides space for all customers to not only interact with NEOGOV Development teams, but also interact with one another to share tips and best practices.

The NEOGOV Community includes over 2000 customers and provides space for sharing and collaboration amongst users around the country. Users also receive access to additional system resources and training tools in the NEOGOV Community.

NEOGOV also maintains a 95% customer retention rate, demonstrating that agencies who join the NEOGOV network remain strong customers throughout.

In addition to the initial training, NEOGOV also offers the NEOGOV Community, which includes access to quarterly conference calls, online video tutorials, user groups, and more. This is designed to ensure your organization's success goes well beyond the initial go-live date. Furthermore, NEOGOV offers NEOGOV University classes, which are free monthly training webinars that customers can enroll in. All proposed training classes and materials, including videos, tutorials, documentation, etc., are already available and can be accessed by customers online through the NEOGOV community. There is no additional cost for ongoing support for both technical and administrative assistance or maintenance.

All Inclusive Maintenance and Updates

Since NEOGOV products are Software as a Service (SaaS) based, there are no upfront hardware or hidden costs. We provide seamless software releases and upgrades reducing ITs workload. All maintenance and upgrades are delivered and applied to all users once released by Product Managers. There is often little to no downtime for any maintenance and upgrades.

Integrated Solutions

With use of multiple NEOGOV products, data between each of the products can flow seamlessly and is captured throughout the employee lifecycle. Data from an applicant is logged at the beginning of recruitment in Insight. The employee's data can be built upon in our HRIS once the employee is hired and completes employee record information, benefit enrollments, etc. Onboarding processes including onboarding checklists and new hire forms in Onboard. Online workflows and additional employee forms are done in eForms. Completion of training courses can be tracked and managed in Learn. Employee evaluation and rating data is documented in Perform. Various aspects of each of the systems integrate with each other and the data remains in one place.

For clients with other third party systems, NEOGOV can also create integrations for those systems. Our dedicated NEOGOV Connect Team, which manages all NEOGOV integrations will work with the customer to build out any supplemental custom integrations and complete testing to ensure all connections remain in sync. NEOGOV also maintains active partnerships with other vendors for background checks, employment testing and other services. See attached product information sheets.

2. *Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.*

N/A – NEOGOV's solution is SaaS-based, so software, equipment, and service warranties or maintenance plans do not apply.

3. *Describe any equipment reconditioning and recertification offerings.*

N/A.

Product Information
Sheet
NEOGOV

NEOGOV

Transform Your Government HR with One Easy-To-Use Platform

Make work easier by streamlining everyday HR processes in one integrated system. Built based on public sector best practice, NEOGOV's easy-to-use, configurable platform is designed to enhance your operations and improve efficiency. With modern solutions to the most pressing issues you face each day, you can put more focus on the work that matters.

What We Help You With



Recruitment

Get qualified public sector applicants for hard-to-fill positions.



Hiring

Reduce time-to-hire and onboard new employees in less time.



Development

Boost retention and empower employee career growth.



Performance

Give ongoing feedback in one place for easy, fair evaluations.



Documents & Workflows

Eliminate paper and time-consuming routing tasks.



Policies & Compliance

Keep staff up-to-date on critical content like policies and procedures.



Employee Information

Consolidate Core HR, benefits, payroll, and T&A.

"If you haven't tried NEOGOV, you're working too hard. You will realize how easy it is to run your whole staffing process without breaking a sweat."

Andreas Pyper, City of Santa Barbara, CA

Recruit

Reach - Engage - Screen - Hire - Onboard - Measure

AT

Attract | Candidate Relationship Management

- Experience the joy of getting **15% more applicants** without adding to your workload
- Stop wasting time sending emails **one by one** – instead reach hundreds of candidates at once

GJ

GovernmentJobs.com | Public Sector Job Board

- Stop wasting time reaching candidates who **aren't interested** in public sector work
- Feel confident in finding **qualified hires** with 177% more success than Indeed and 67% more success than LinkedIn

IN

Insight | Recruiting & Applicant Tracking

- Be proud of how easy it is for candidates to **apply for your jobs** with a user-friendly process
- Make screening applicants a **breeze** with automation – and fill new positions without breaking a sweat

VI

Vetted | Background Investigation Software

- Manage **public safety hiring in one system** with an integrated background investigation software
- Gain a **competitive edge and hire public safety roles faster** by completing investigations in less time

ON

Onboard | Employee Onboarding

- Have **peace of mind knowing you're always compliant** with public sector new hire requirements
- Give new hires a **great first impression** by making it easy for them to complete new hire paperwork

“We went from 200 days average recruitment to 90 days per recruitment; that includes Public Safety, which tends to have a much longer and detailed exam plan.”

Deborah Erb, HR Business Analyst, San Luis Obispo County

How We Help You at Each Step of the Recruitment Process

AT Attract **IN** Insight **GJ** GovernmentJobs.com **ON** Onboard **V** Vetted

Reach Candidates

- IN** **Create standard and custom** job applications with supplemental questions
- Assign points** to qualifications and questions
- Post job openings** and qualifications online that are mobile-friendly
- Collect exam and application payments** online
- GJ** **Market your jobs to 30M** public sector candidates

Engage Candidates

- AT** **Automatically notify** good-fit candidates of jobs
- Contact past applicants** to apply for new roles
- Tell your story** with custom landing pages for each department or recruitment event
- Collect candidate information** at recruitment events and easily follow up afterwards
- Send automated email campaigns** to candidates in your area

Screen Applicants

- IN** **Auto-score applicants** based on qualifications and application questions
- Screen and/or rank applicants** automatically by residency preference
- Create and export eligible lists**
- Send online canvassing letters** and track their delivery, receipt, and completion
- Let applicants self-schedule** interviews/exams
- Assign stakeholders** to review applicants
- Email and text applicants** with status updates
- V** **Securely manage the background investigation process** for public safety hires

Schedule Appointment

Application Developer

Choose an appointment date/time:

County Administration Building
100 State Street
Grand City, CA 90927

Tuesday, October 24

10:00AM

11:00AM

2:00PM

Canvass Form

Budget Analyst

Respond by March 31

Availability Statement

☒ I am available for the position described above

☐ I am temporarily unavailable

☐ I am not available because:

How We Help You at Each Step of the Recruitment Process

AT Attract **IN** Insight **GJ** GovernmentJobs.com **ON** Onboard  Vetted

Hire Employees

IN Manage background checks

Send digital offer letters to candidates selected for hire

Collect compliant e-signatures on digital offer letters



Onboard Employees

ON **Set up custom onboarding portals** to make new employees feel welcome and showcase your culture

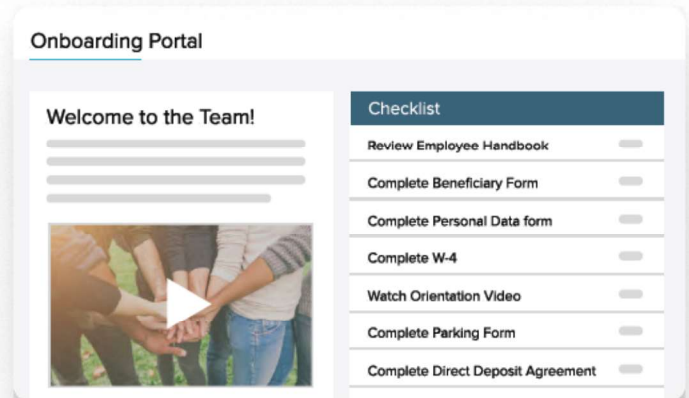
Send digital new hire paperwork to be completed before they start

Auto-populate employee info on new hire forms from their application in Insight

Assign and track new employee tasks and due dates

Pull job descriptions from Insight so new hires know exactly what's expected of them

View individual employee goals from Perform



Checklist	
Review Employee Handbook	☐
Complete Beneficiary Form	☐
Complete Personal Data form	☐
Complete W-4	☐
Watch Orientation Video	☐
Complete Parking Form	☐
Complete Direct Deposit Agreement	☐

Measure Activities

AT **Track recruitment email campaign metrics** like opens, clicks, applications, and qualified candidates

Measure which recruitment efforts result in the most hires

IN **Track time-to-hire** and compare job posting views to applications received

View and export reports on EEO data and see progress on D&I initiatives

ON **Track progress of onboarding activities** by employee and across the organization

Email Campaign Conversion

SENT
590

NOT SENT
13

OPENED
98%

CLICKED
25%

REPLIED
33.33%

FAILED
0%

Develop

Coach - Grow - Manage - Track



Perform | Performance Management

- **Feel confident that your process is fair** with ongoing employee feedback vs. just once a year
- **Cultivate a culture of engagement and growth** rather than just checking a box
- **Stop struggling with tools that don't fit** your unique public sector processes

*"We have seen a transformation with Perform and **no longer have a widespread timeliness issue with the completion of evaluations.**"*

Julie Broome, HR Director, Union County



Learn | Learning & Training Management

- **Eliminate the hassle of managing your employee training** in multiple systems and places
- **Sleep easy knowing employees are up-to-date** on your required compliance training
- **Be confident employees have a clear path to grow** and stay committed to your agency

*"The features and functionality of the LMS software have allowed our organization to **drastically improve our compliance, engagement, and overall employee experience around training.**"*

Makayle L., Capterra Online Review

How We Enable Your Staff to be Successful in Their Role

PE Perform **LE** Learn

Coach

- PE** **Schedule periodic check-ins** to provide feedback and track progress to goals
- Give employees frequent feedback** on their performance throughout the year
- Collect feedback** from employees, managers, and others for a 360-view of performance
- Create Performance Improvement Plans (PIPs)** for employees based on their role
- LE** **Group training courses** together to create clear learning plans for employees

Employee Promotion Survey

SURVEY DETAILS

QUESTION BUILDER

Question 1: Please rate the employee's performance:

Excellent

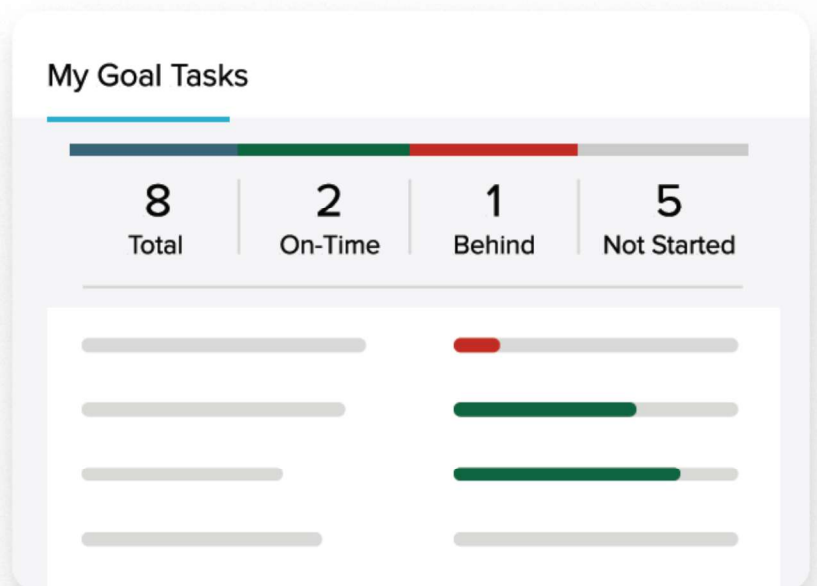
Average

Poor

Question 2: What are the employee's strengths?

Grow

- PE** **Set goals** for individual employees, including milestones and deadlines
- LE** **Connect training to performance plans** to support skill development
- Leverage online and classroom courses** and third-party training
- Create your own courses**, bring in existing ones, or choose from a library of 1,300+
- Attach custom quizzes** to learning materials to verify employee understanding



How We Enable Your Staff to be Successful in Their Role

PE Perform **LE** Learn

Manage

- LE** **Keep employees up-to-date** on required training with automated reminders
- PE** **Assign tasks** to employees and automate notifications to remind them of due dates
- Configure performance review** processes by department or position
- Build evaluation templates and rubrics** to score all employees on the same criteria
- Set custom rating scales** and weighted tasks for performance evaluations
- Use the best practice writing assistant** to avoid poorly worded feedback
- Collect e-signatures and automate routing** of changes, approvals, and reviews
- Allow employees to complete and view** their personal and direct report evaluations

Journal Entries for Casey Akers

Casey is on top of her projects and never misses a deadline. She balances a heavy workload, yet is still willing to help out others in the department when needed.

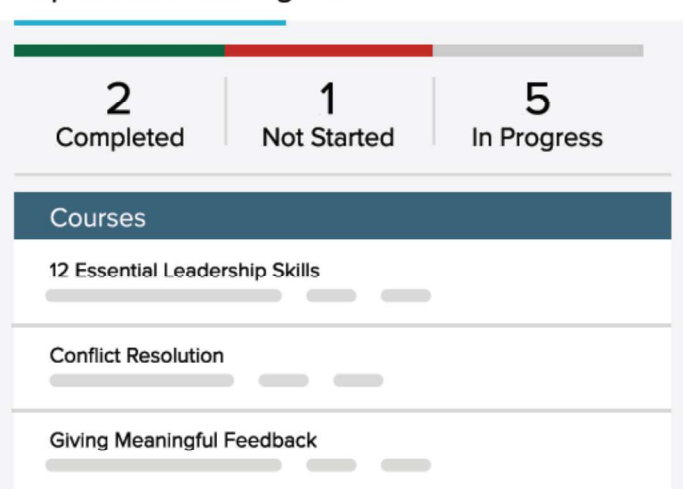
Share with...

- ☒ Employee
- ☒ Manager(s)
- ☐ Direct Manager's Manager

Track

- PE** **Track performance review status** and completion across managers and departments
- See historical information** on goals, journal entries, and evaluations
- Measure what can improve** with goal progress for staff, departments, and the agency
- LE** **Monitor and report on training**, and drill into specific courses, custom fields, and more
- Export reports** on attendance, quiz scores, and completion rates to prove compliance

Supervisor Learning Plan



Manage

Input - Empower - Pay - Measure



HR Core HR | Employee Lifecycle Management

- **Get excited to focus on more strategic work** instead of fulfilling tedious employee requests
- **Feel confident** that all your employee information is up-to-date and accurate
- **Don't waste time** re-entering the same employee data in multiple systems

BE Benefits | Benefit Plan Administration

- **Show your employees you care** with the ability to enroll in benefits with their loved ones at home
- **Free up your mind and your time** by automating the flow of information between Benefits and Payroll
- **Stop worrying** whether plans and offers are accurate for each employee

PR Payroll | Pay & Tax Processing

- **Give employees autonomy** with anytime access to pay stubs when they need it most
- **Stop spending countless hours generating payroll** at the end of the pay period, let Payroll calculate it
- **Gain peace of mind** never having to question if calculations are correct or if you're tax compliant

TA Time & Attendance | Employee Time Tracking

- **Show employees you value their time** by letting them view their PTO and request vacation online
- **Never stress about the nuances** – let the system handle eligibility, entitlement, and FMLA tracking
- **Eliminate the hassle of getting hours to payroll** with time tracking and payroll integration

*"Nobody believes me when I say we found **a solution that actually works**. The agencies near me do 90% of their process manually because of the amount of work keys. **NEOGOV can handle all our needs.**"*

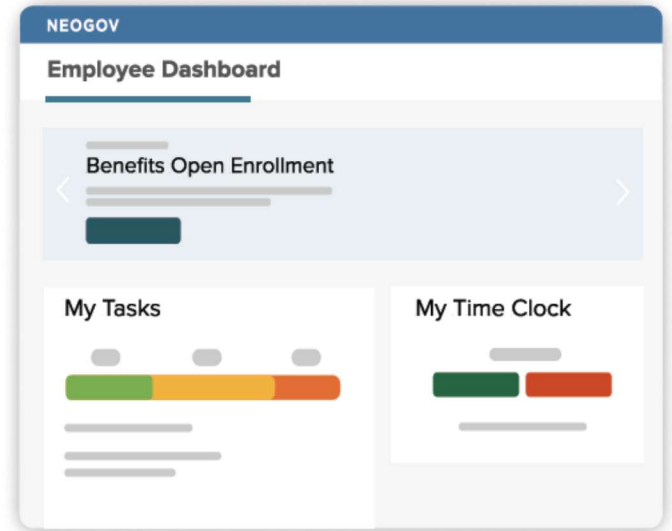
Tracy Knighton, HR Program Manager, Sacramento Housing & Redevelopment Agency, CA

How We Help You Simplify the Management of Employee Data

HR Core HR **BE** Benefits **PR** Payroll **TA** Time & Attendance

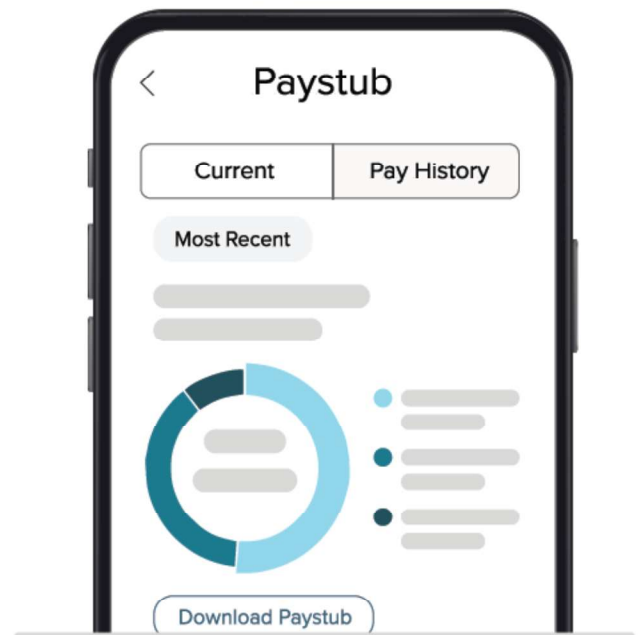
Input

- HR** Enter employee information in one location
- BE** Set up approval workflows for when employees change their information
- PR** Set up pay rates for employees and view pay history
- BE** Insert benefit plans available to employees
- TA** Add schedules and/or automatically collect hours for timesheets



Empower

- HR** Allow employees to enter and update their own information
- BE** Let employees easily enroll in benefits from anywhere
- TA** Give employees freedom to check their bank balances and request time off
- TA** Enable employees to clock in and out from a physical time clock or online
- PR** Allow employees to view pay stubs, update direct deposit info, and download tax forms



How We Help You Simplify the Management of Employee Data

HR Core HR **BE** Benefits **PR** Payroll **TA** Time & Attendance

Pay

TA

Automate the collection of hours for timesheets from time clock punches

Set up approval workflows for timesheets and time-off requests

Define daily, weekly, or other overtime rules to dynamically calculate overtime in payroll

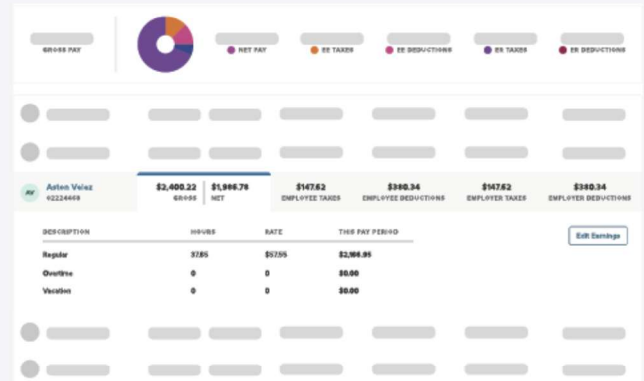
PR

Automatically calculate blended rates, even for mid-pay period changes, overtime, and retro pay per employee

Track taxable wages for benefits that require imputed income

Generate digital copies of W2s, 1095s, and/or 1094s

Payroll Exceptions



Measure

HR

Generate ad hoc and cross-functional reports exportable in Excel or .csv file format

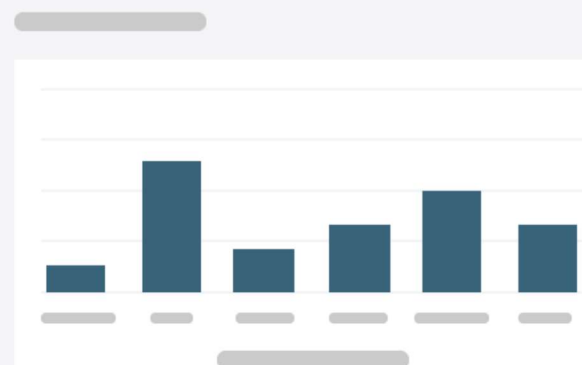
PR

Set schedules for payroll reports to be automatically sent to stakeholders

Run payroll reports for auditing purposes before finalizing payroll

Create charts with ad hoc reporting of cash requirements, for example, and schedule them out

Pay History: Amount





Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Kickoff & Discovery

2 - 4 WEEKS

- Assign project lead and assemble project team
- Analysis of client requirements
- Review scope and responsibilities
- Reoccurring dedicated implementation meetings
- Meeting with implementation team to determine any specific client requirements

System Configuration

6 - 8 WEEKS

- Meetings with implementation consultant & customer
- Customer begins learning HRIS through self-paced training modules & practice environment
- Implementation consultant configures the system to meet customer needs
- Complete self-paced training and workbook exercises
- Establish security and admin settings
- Import employee data

Training & Validation

2 - 4 WEEKS

- Customer works with IC to test and validate everything is working properly
- Final production review
- Customer executes internal roll out plan
- Internal workflow and process training for end users based on configuration and setup
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

*"We had a **really great implementation** team that stuck with us and helped us through all payrolls until we could complete one successfully on our own."*

Jaime Holmes, HR Director Town of Mountain Village, CO

Comply

Manage - Organize - Update - Distribute - Track



eForms | Employee Documents & Forms

- **Reduce stress** by having all your documents organized and easy to find
- **Rest easy** knowing your personnel files and forms are securely stored
- **Give employees comfort** that their requests are moving through the approval process

*“Between all the policy updates, furlough letters, and documents that needed to be signed by employees – **eForms has been our most important tool for tracking changes as they are happening.**”*

Randy Clark, IT Manager, Vernon Hills Park District



Policy | Policy Management & Compliance

- **Feel at ease knowing only one version** of every document exists
- **Don't lie awake at night worrying** if your employees signed off on critical policies and procedures
- **Stop dreading regular policy updates** with tools for easy collaboration

“Our employees are always up-to-date and well-versed in the latest knowledge. Compared to the old-fashioned paper-and-folder technique, this has simplified and streamlined the process considerably. That is priceless to us.”

Jairo R., Human Resources Director, G2 Online Review

How We Help You Manage & Maintain Your Documents

eF eForms

PO Policy

Manage

eF **Convert any existing PDF** into a digital form or create your own from scratch

Set user roles and control permissions to protect sensitive HR data

PO **Import documents** with a simple drag-and-drop interface

Store and manage Microsoft Word, Excel, PowerPoint, PDF, JPEG, HTML, Google Docs, and video files

Control who can view, audit, and edit specific folders, documents, or users

Documents

Casey Akers

Folders > Onboard



I-9



Reverification



W-4



Copy of DL



Copy of SSN



W-2

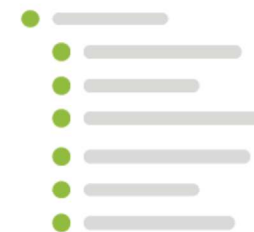
Organize

eF **Store all completed forms** in individual employee personnel files, including new hire paperwork from Onboard

PO **Organize and tag policies** based on your preferred organizational structure

Easily find policies and procedures with full-text search, folder structures, tagging, and bookmarks

Find Anything



Policies

- Organization Policies
- Department One Policies
- Department Two Policies
- Department Three Policies
- Finance Policies
- HR Policies

Update

PO **Edit documents using tools you know** with Microsoft Word, Excel, PowerPoint, OneDrive, and Google Drive integrations

Automatically archive old versions of documents so employees can't view outdated information

Schedule recurring reviews for your policies and get automatic email reminders of your review dates



How We Help You Manage & Maintain Your Documents

eF eForms **PO** Policy

Distribute

- eF** **Allow employees to self-initiate** processes and track status to completion
- Set up custom routing paths** for the review and approval of HR forms
- Automatically send HR forms** to employees for review
- PO** **Route documents** for collaboration, review, or approval
- Automatically notify employees** when a policy is revised and requires their signature
- Compare versions** of a document side-by-side with color-coded highlighting
- Allow employees to search, view, and sign** policies from any device

Self Service Portal

Casey Akers

Life Events Update >

Overnight Parking >

Update Contact Info >

Direct Deposit >

Update Beneficiary >

Emergency Contact >

Update W-4 >

Update I-9 >

Track

- eF** **Automate the submission, tracking, and approval** of HR forms
- Collect e-signatures** on HR forms
- PO** **Collect e-signatures** on critical policies and procedures
- See outstanding items** like missing signatures to keep employees accountable
- View a complete audit trail** of changes throughout a document's lifecycle

Sexual Harassment Policy

Enter your Username and Password to sign this document.

Username

Password

Sign

Cancel

Integrations

Our flexible API makes it **easy to integrate the NEOGOV platform with any software** so you can enhance the capabilities of the NEOGOV platform and boost the productivity of your agency. Below are just a few of the most commonly used integrations available to you.

Document Management

Laserfiche®

MCCI

Consulting

accenture

ERP

CGI

OPENGOV

HRIS

CMITIME
management

UKG

Employment Screening

accurate.

AccuSource

Alliance2020
Vision through Insight

assurehire

Checkr

ChoiceScreening

ESR
EMPLOYMENT SCREENING RESOURCES

FIRSTCHECK
APPLICANT SCREENING

InfoMart

QUICKSEARCH
A WORKFORCE SOLUTIONS COMPANY

ScreeningOne®

Sterling

Universal
BACKGROUND SCREENING

Verified First

Employment Testing

biddle
opportunity. for all

eSkill

SKILLCHECK.
a Spelling Test Solution

.SHL.

Services

OUTSAIL

textio

Don't see what you're looking for?

To see all our integrations, visit neogov.com/marketplace.

Product Implementation Process

Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Pre-Implementation

1 WEEK

- Assign Project Lead and assemble Project Team
- Business process and document review
- Guide CX Access
- Complete pre-kick-off call questionnaire
- Schedule kick-off call

System Configuration

8 - 10 WEEKS

- Self-paced online training and setup
- Hold kickoff call
- Review scope and responsibilities
- User configuration training
- Community overview
- Get training resources and project assignments
- Complete self-paced training and workbook exercises
- System configuration
- Establish security and admin settings
- Build forms, workflows, tables, checklists (specifics vary based on product)

Go Live Preparation

2 - 4 WEEKS

- Train internal users
- System validation
- Import employee data (depending on product)
- Internal workflow and process training for end users based on configuration and setup
- Final production review
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

Why NEOGOV?



Built for the Public Sector

Made for the complexities of the public sector – and trusted for over 20 years.



Easy-to-Use

A modern interface and simple software your employees actually want to – and can – use.



One Login

A single login to access all your products in one integrated system, plus a mobile app.



Analytics and Reporting

View preloaded or custom dashboards and reports with data on your entire employee lifecycle.



Global Resource Library

Share job descriptions, forms, and processes from other government agencies.



Great Customer Service

Guidance and support from implementation and beyond, with 4.4/5 stars on Capterra.

*“We chose NEOGOV because of the customer service and the ease of use. **We don’t have IT do everything – we do it in HR ourselves.** Having a system we can run is very nice.”*

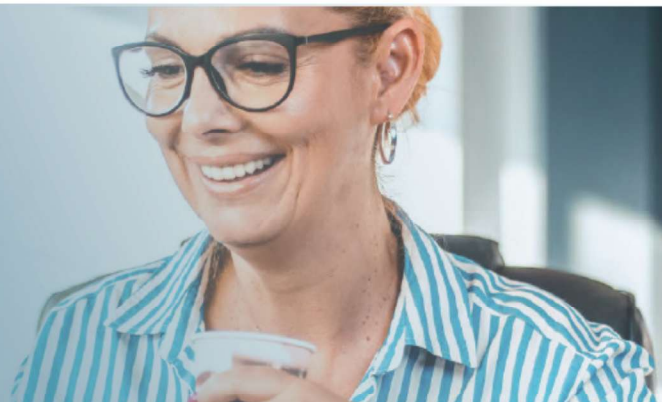
Teedara Garn, Cowlitz Public Utility District, WA

Trusted By



Ready to make processes easier for HR and your employees?

[Book an appointment](#) on our website to see how NEOGOV puts all your HR needs in one place.



**Product Information
Sheet
PowerDMS**

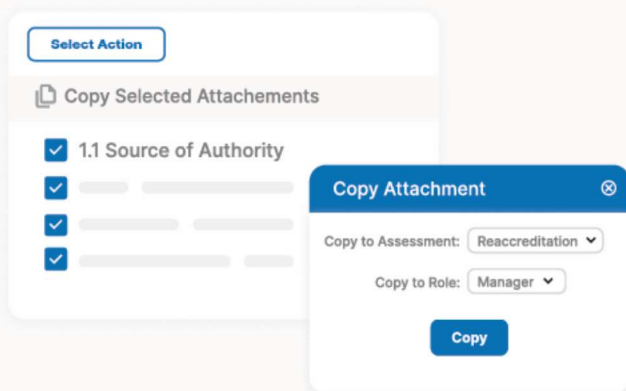
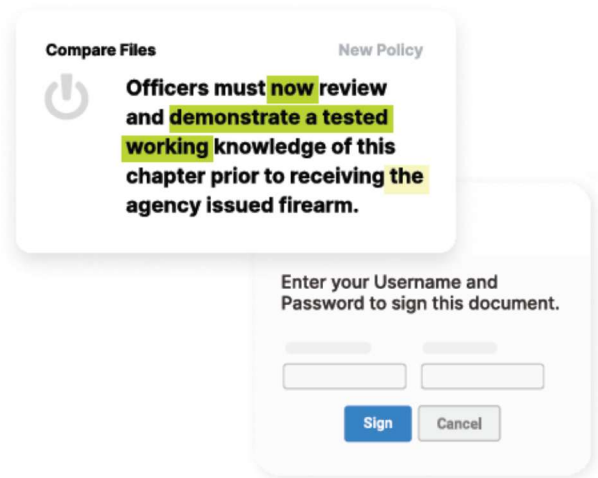
A Public Safety Workforce Management Platform

Easy-to-use products that resolve your agency's most pressing needs.

Policy

Policy and procedure management

- **Access mission-critical documents** from any device
- **Hold staff accountable** to policies with digital signatures and time & date stamps
- **Know how a document has changed**, when, and by whom with the click of a button



Standards

Accreditation management

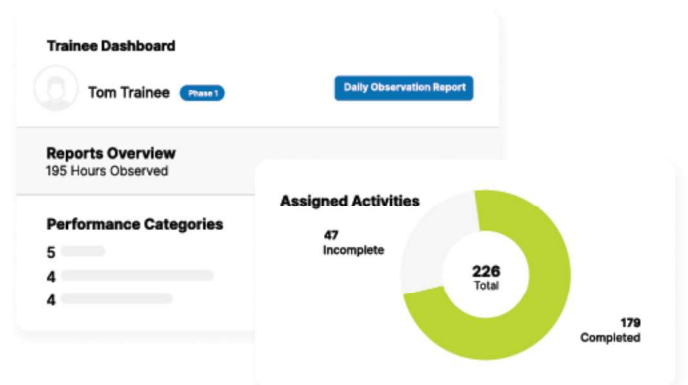
- **Be onsite ready** in half the time when compared to paper
- **Get alerted** if a policy or standard changes
- **Stay on track** with task management, bulk actions, and more

Ready

Formerly PowerFTO

On-the-job training management

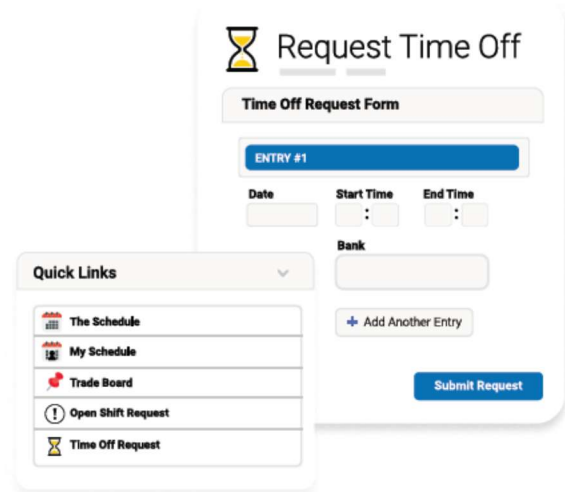
- **Streamline training** with direct integration to PowerPolicy
- **Increase visibility** into your new role training with real-time dashboards
- **Enhance your programs** with robust data and reports on every area of training



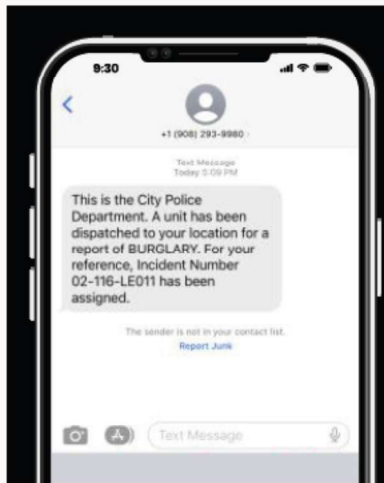
Time

Public safety scheduling

- **Keep responders informed** with automated reminders of schedule changes
- **Reduce scheduling errors** by seeing minimum staffing violations in advance
- **Stop wasting time** on manual scheduling tasks and tracking forms



The interface for the 'Request Time Off' app. It features a header with an hourglass icon and the title 'Request Time Off'. Below this is a 'Time Off Request Form' section with a blue 'ENTRY #1' button. The form includes fields for 'Date', 'Start Time', 'End Time', and 'Bank'. A 'Quick Links' sidebar on the left lists: 'The Schedule', 'My Schedule', 'Trade Board', 'Open Shift Request', and 'Time Off Request'. A 'Submit Request' button is at the bottom right.



Engage

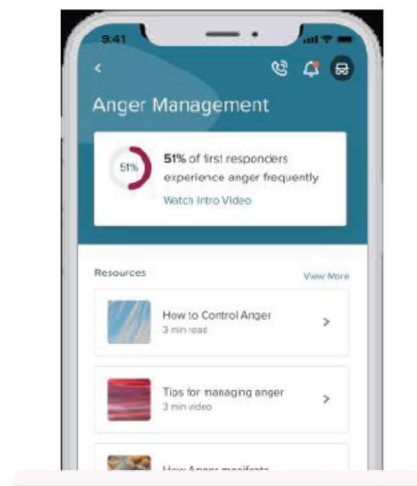
Citizen engagement and feedback

- **Keep citizens informed** with automated text updates
- **Boost staff morale** with positive feedback
- **Measure citizen satisfaction** with objective data

Line

Comprehensive wellness app

- **Improve responder wellbeing** with anonymous support
- **Enhance your wellness program** with resources available anytime, anywhere
- **Empower your department** with anonymized data on the agency's top wellness needs



Action

Streamlined action reporting

- **Streamline the review cycle** with limitless workflows to fit any process
- **Simplify reporting** with user-friendly forms officers can start, save, and edit anywhere
- **Quickly review and manage report progress** from the admin dashboard

Start new report

Use of Force

Document use of force as defined by department policy and law to compel compliance

Foot Pursuit

Document when/why an officer used pursuit tactics on foot to apprehend a subject

K9 Deployment

Document when/why a K9 was deployed

Record actions in sequence

Force applied by

Caleb Smith

Action

Elbow Strike

Edge weapon

Elbow strike

Save

PowerIA

+ Start new case

4	1	2
Needs attention	Under investigation	Submitted

Item Type	Date	Employee Name	Due Date	Priority	Status
Public Complaint	12/20 19:08	Roy Brown	1/10	High	Needs Approval
Show of Force		Tish Loh			
Internal Complaint		Brandon Smith		High	

IA

Secure IA case management

- **Simplify case management** with software that configures to the way you work
- **Ensure total case security** by easily managing permissions in the system
- **Guarantee accountability** with detailed audit trails for every login, access, and edit attempt

Vitals

Wellness-forward early intervention

- **Recognize officer stress early** with system-calculated Pulse Scores that quantify wellness
- **Equip frontline supervisors** with indicator tracking, timely alerts, and assist plans for officers
- **Track robust indicators** across agency-defined groups in the user-friendly dashboard

Good afternoon, Sergeant Anderson

Add Peer Comment Dashboard

Current Year Sort By: Pulse

High Priority Alert

Caleb Smith - P8088

Use of Force 2 Vehicular Pursuit 1

85% Above average pulse View Profile

Tish Loh - P6055

82% Above average pulse View Profile

4	4	2
Alerts	Pulse Score Increase	Check-ins in progress

Pulse	Status	Personnel	Indicator	Due Date
85%	New Alert	Caleb Smith	Use of Force	1/10
	New Alert	Tish Loh	Vehicular Crash	

**Product Information
Sheet
NEOED**

NEOED

Transform Your Education HR with One Easy-To-Use Platform

Make work easier by streamlining everyday HR processes in one integrated system.

Built based on education best practice, NEOED's easy-to-use, configurable platform is designed to enhance your operations and improve efficiency. With modern solutions to the most pressing issues you face each day, you can put more focus on the work that matters.

What We Help You With



Recruitment

Get qualified education applicants for hard-to-fill jobs.



Hiring

Reduce time-to-hire and onboard new employees in less time.



Performance

Give ongoing feedback in one place for easy, fair evaluations.



Employee Development

Boost retention and empower employee career growth.



Documents & Workflows

Eliminate paper and automate contract signatures and delivery.

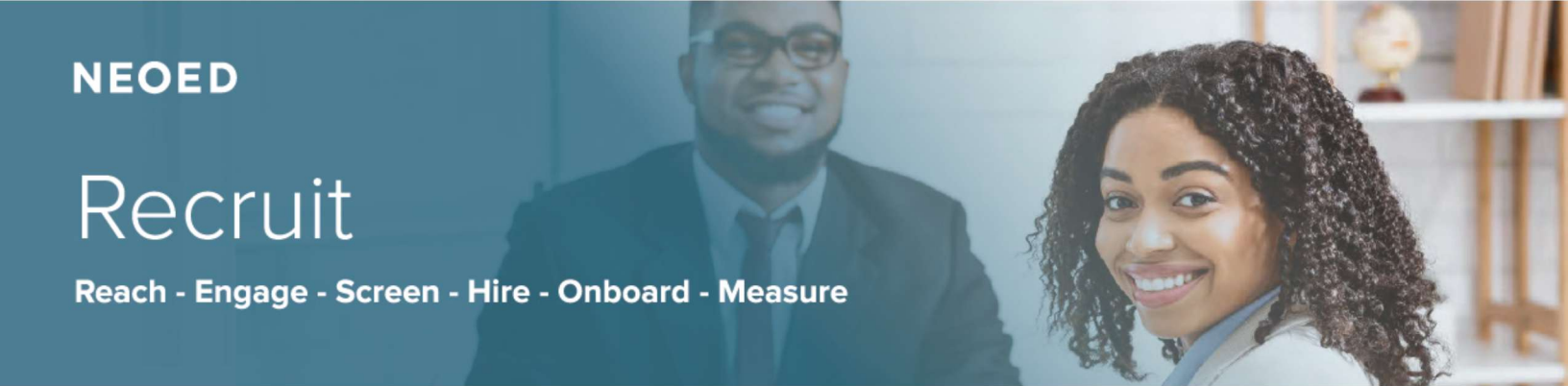


Policies & Compliance

Keep staff up-to-date on critical content like policies and procedures.

*"Before NEOED, we were using spreadsheets and manual processes to handle most of our HR processes. **Now, we have everything in one system.** It's made us a far more effective HR department."*

Vicki Hedges, HR Director, Clackamas Community College



NEOED

Recruit

Reach - Engage - Screen - Hire - Onboard - Measure

AT

Attract | Candidate Relationship Management

- Experience the joy of getting **15% more applicants** without adding to your workload
- Stop wasting time sending emails **one by one** – instead reach hundreds of candidates at once

SJ

SchoolJobs.com | Education Job Board

- Stop wasting time reaching candidates who **aren't interested** in education work
- Feel confident in finding **qualified hires** with access to hundreds of thousands of education candidates

IN

Insight | Recruiting & Applicant Tracking

- Be proud of how easy it is for candidates to **apply for your jobs** with a user-friendly process
- Make screening applicants a **breeze** with automation – and fill new positions without breaking a sweat

👤

Vetted | Background Investigation Software

- Manage **public safety hiring in one system** with an integrated background investigation software
- Gain a **competitive edge and hire public safety roles faster** by completing investigations in less time

ON

Onboard | Employee Onboarding

- Have peace of mind knowing you're **always compliant** with education new hire requirements
- Give new hires a **great first impression** by making it easy for them to complete new hire paperwork

"NEOED is a great higher education tool that I use daily to hire the best possible faculty and staff for my institution."

Education Management Customer, G2 Online Review

How We Help You at Each Step of the Recruitment Process

AT Attract

IN Insight

SJ SchoolJobs.com

ON Onboard

V Vetted

Reach Candidates

- IN** Create standard and custom job applications with supplemental questions
- Post job openings** and qualifications online that are mobile-friendly
- SJ** Put your job openings in front of hundreds of thousands of education job seekers

Engage Candidates

- AT** Automatically notify good-fit candidates of new job postings
- Contact past applicants** to apply for new roles
- Tell your story** with custom landing pages for each department or recruitment event
- Collect candidate information** at recruitment events and easily follow up afterwards
- Get the attention of candidates** in your area with automated email campaigns

Screen Applicants

- IN** Assign points to qualifications and supplemental questions
- Set rating criteria** with numeric scale score calculations to easily score applications
- Enable applicants to self-schedule** interviews and assessments
- Assign your hiring committee** to review applicants and add notes at each stage
- Email and text applicants** with application status updates
- V** Securely manage the background investigation process for public safety hires

Schedule Appointment

Application Developer

Choose an appointment date/time:

Grand City Community College
100 State Street
Grand City, CA 90927

Tuesday, October 24

10:00AM

11:00AM

2:00PM

Committee Review

Casey Akers



Jane Harrison
05/20/2023

4.25 ★★★★★

This candidate's research experience would add a lot of value to the department. Their recent publication is in alignment with our areas of focus. Scheduling an interview as the next step would be my recommendation.



Henry Jackson
05/20/2023

4.5 ★★★★★

Strong candidate, proceed to interview.



4.0

Casey is a good fit for agency.

How We Help You at Each Step of the Recruitment Process

AT Attract

IN Insight

GJ SchoolJobs.com

ON Onboard

V Vetted

Hire Employees

IN Manage background checks

Send digital offer letters to candidates selected for hire

Collect compliant e-signatures on digital offer letters

Signature *

Please sign your name below. Clear



Casey Akers

Cancel Save

Onboard Employees

ON **Set up custom onboarding portals** to make new employees feel welcome and showcase your culture

Send new hire paperwork to be completed before they start

Auto-populate employee info on new hire forms from their application in Insight

Assign and track new employee tasks and due dates

Pull job descriptions from Insight so new hires know exactly what's expected of them

View individual employee goals from Perform

Onboarding Portal

Welcome to the Team!



Checklist	
Review Employee Handbook	☐
Complete Beneficiary Form	☐
Complete Personal Data form	☐
Complete W-4	☐
Watch Orientation Video	☐
Complete Parking Form	☐
Complete Direct Deposit Agreement	☐

Measure Activities

AT **Track recruitment email campaign metrics** like opens, clicks, applications, and qualified candidates

Measure which recruitment efforts result in the most hires

IN **Track time-to-hire** and compare job posting views to applications received

View and export reports on EEO data and see progress on D&I initiatives

ON **Track progress of onboarding activities** by employee and across the organization

Email Campaign Conversion

SENT
590

NOT SENT
13

OPENED
98%

CLICKED
25%

REPLIED
33.33%

FAILED
0%

Develop

Coach - Grow - Manage - Track

PE

Perform | Performance Management

- **Feel confident that your process is fair** with ongoing employee feedback vs. just once a year
- **Cultivate a culture of engagement and growth** rather than just checking a box
- **Stop struggling with tools that don't fit** your school's unique evaluation processes

"[NEOED] is easy for sharing performance reviews. The system allows for creating goals, outcomes, and for multiple managers/supervisors to access the system and make comments."

Higher Education Adjunct Professor,
Gartner Online Review

LE

Learn | Learning & Training Management

- **Eliminate the hassle of managing your employee training** in multiple systems and places
- **Sleep easy knowing employees are up-to-date** on required compliance training
- **Be confident employees have a clear path to grow** and stay committed to your institution

"The features and functionality of the LMS software have allowed our organization to drastically improve our compliance, engagement, and overall employee experience around training."

Makayle L., Capterra Online Review

How We Enable Your Staff to be Successful in Their Role

PE Perform **LE** Learn

Coach Employees

- PE** **Schedule periodic check-ins** to provide timely feedback and track goal progress
- Give employees frequent feedback** on their performance throughout the year
- Collect feedback** from employees, managers, and others for a 360-view of performance
- Create Performance Improvement Plans (PIPs)** for employees based on their role
- LE** **Group training courses** together to create clear learning plans for employees

Faculty Promotion Survey

SURVEY DETAILS

QUESTION BUILDER

Question 1: Please rate the faculty member's teaching performance:



Excellent



Average



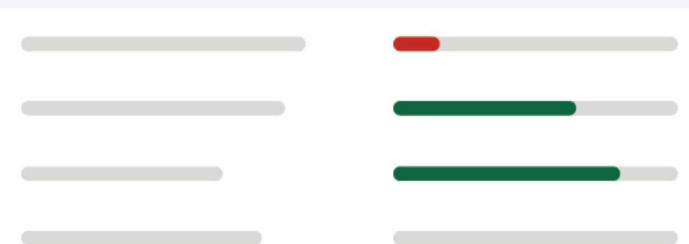
Poor

Question 2: What are the faculty member's strengths?

Grow Employees

- PE** **Set goals** for individual employees, including milestones and deadlines
- LE** **Connect training to performance plans** to support skill development
- Leverage online and classroom courses** and third-party training
- Create your own courses**, bring in existing ones, or choose from a library of 1,300+
- Attach custom quizzes** to learning materials to verify employee understanding

My Goal Tasks



How We Enable Your Staff to be Successful in Their Role

PE Perform

LE Learn

Manage Processes

- LE** **Keep employees up-to-date** on required training with automated reminders
- PE** **Assign tasks** to employees and automate notifications to remind them of due dates
- Configure performance review** processes by department or position
- Build evaluation templates and rubrics** to score all employees on the same criteria
- Set custom rating scales** and weighted tasks for performance evaluations
- Use the best practice writing assistant** to avoid poorly worded feedback
- Collect e-signatures and automate routing** of changes, approvals, and reviews
- Allow employees to complete and view** their personal and direct report evaluations

Journal Entries for Casey Akers

Casey is on top of her projects and never misses a deadline. She balances a heavy workload, yet is still willing to help out others in the department when needed.

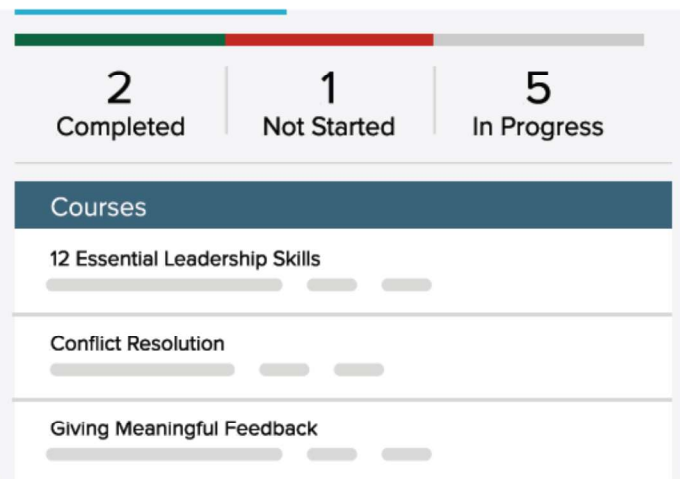
Share with...

- ☒ Employee
- ☒ Manager(s)
- ☐ Direct Manager's Manager

Track Information

- PE** **Track performance review status** and completion across managers and departments
- See historical information** on goals, journal entries, and evaluations
- Measure what can improve** with goal progress for staff, departments, and the institution
- LE** **Monitor and report on training** and drill into specific courses, custom fields, and more
- Export reports** on attendance, quiz scores, and completion rates to prove compliance

Supervisor Learning Plan



Comply

Manage - Organize - Update - Distribute - Track



eForms | Employee Documents & Forms

- **Reduce stress** by having all your documents organized and easy to find
- **Rest easy** knowing your personnel files and forms are securely stored
- **Give employees comfort** that their requests are moving through the approval process

*"From filling out the form, to redaction, to routing, as well as varied workflows depending on the type of employee – **eForms enabled us to do everything online.**"*

Travis Rosenberg, Executive Director of HR,
Utah Tech University



Policy | Policy Management & Compliance

- **Feel at ease knowing only one version** of every document exists
- **Don't lie awake at night worrying** if your employees signed off on critical policies and procedures
- **Stop dreading regular policy updates** with tools for easy collaboration

*"[Policy] helps our **employees feel confident in what they're doing day-to-day**, and it helps management feel confident that everything is being done consistently."*

Jessica Erickson, Campus Safety, Milton Hershey School

How We Help You Manage & Maintain Your Documents

eF eForms **PO** Policy

Manage Documents

eF **Convert any existing PDF** into a digital form or create your own from scratch

Set user roles and control permissions to protect sensitive HR data

PO **Import documents** with a simple drag-and-drop interface

Store and manage Microsoft Word, Excel, PowerPoint, PDF, JPEG, HTML, Google Docs, and video files

Control who can view, audit, and edit specific folders, documents, or users

Documents

Casey Akers

Folders > Onboard



I-9



Reverification



W-4



Copy of DL



Copy of SSN



W-2

Organize Documents

eF **Store all completed forms** in individual employee personnel files, including new hire paperwork from Onboard

PO **Organize and tag policies** based on your preferred organizational structure

Easily find policies and procedures with full-text search, folder structures, tagging, and bookmarks

Update Documents

eF **Automate forms and approval processes** for faculty contract renewals

PO **Edit documents using tools you know** with Microsoft Word, Excel, PowerPoint, OneDrive, and Google Drive integrations

Automatically archive old versions of documents so employees can't view outdated information

Schedule recurring reviews for policies and get automatic email reminders of review dates

Find Anything

● _____

● _____

● _____

● _____

● _____

● _____

● _____

● Policies

● Organization Policies

● Department One Policies

● Department Two Policies

● Department Three Policies

● Finance Policies

● HR Policies

● _____

● _____

● _____

● _____

● _____

How We Help You Manage & Maintain Your Documents

eF eForms

PO Policy

Distribute Documents

eF **Allow employees to self-initiate** processes and track status to completion

Set up custom routing paths for the review and approval of HR forms

Automatically send HR forms to employees for review

Issue faculty contracts ad-hoc or in bulk

PO **Route documents** for collaboration, review, or approval

Automatically notify employees when a policy is revised and requires their signature

Compare versions of a document side-by-side with color-coded highlighting

Allow employees to search, view, and sign policies from any device

Self Service Portal

Casey Akers

Life Events Update >

Overnight Parking >

Update Contact Info >

Direct Deposit >

Update Beneficiary >

Emergency Contact >

Update W-4 >

Update I-9 >

Track Activities

eF **Automate the submission, tracking, and approval** of HR forms

Collect e-signatures on HR forms

PO **Collect e-signatures** on critical policies and procedures

See outstanding items like missing signatures to keep employees accountable

View a complete audit trail of changes throughout a document's lifecycle

Sexual Harassment Policy

Enter your Username and Password to sign this document.

Username

Password

Sign

Cancel

Integrations

Our flexible API makes it **easy to integrate the NEOED platform with any software** so you can enhance the capabilities of the NEOED platform and boost the productivity of your institution. Below are just a few of the most commonly used integrations available to you.

Document Management

Laserfiche®

MCCI

Consulting

accenture

Deloitte.

ERP

CGI

ellucian.

OPENGOV

HRIS

CVTIME
management

KRONOS

Employment Screening

accurate.

AccuSource

Alliance 2020
Vision through insight

assurehire

Checkr

ChoiceScreening

ESR
EMPLOYMENT SCREENING RESOURCES

FIRSTCHECK
APPLICANT SCREENING

InfoMart.

OPEN
background

QUICKSEARCH
A WORKFORCE SOLUTION

ScreeningOne®

Sterling

Universal
BACKGROUND SCREENING

Verified First

Employment Testing

biddle
opportunity for all

eSkill

SKILLCHECK
a Signify System

TestGenius

Services

CyberSource®
A Visa Solution

OUTSAIL

shi

SPARK HIRE

textio

*Don't see what you're looking for?
To see all our integrations, visit neogov.com/marketplace.*

Product Implementation Process

Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Pre-Implementation

1 WEEK

- Assign Project Lead and assemble Project Team
- Business process and document review
- Guide CX Access
- Complete pre-kick-off call questionnaire
- Schedule kick-off call

System Configuration

8 - 10 WEEKS

- Self-paced online training and setup
- Hold kickoff call
- Review scope and responsibilities
- User configuration training
- Community overview
- Get training resources and project assignments
- Complete self-paced training and workbook exercises
- System configuration
- Establish security and admin settings
- Build forms, workflows, tables, checklists (specifics vary based on product)

Go Live Preparation

2 - 4 WEEKS

- Train internal users
- System validation
- Import employee data (depending on product)
- Internal workflow and process training for end users based on configuration and setup
- Final production review
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

Why NEOED?



Built for Education

Made for the complexities of the education sector – and trusted for over 20 years.



Easy-to-Use

A modern interface and simple software your employees actually want to – and can – use.



One Login

A single login to access all your products in one integrated system, plus a mobile app.



Analytics and Reporting

View preloaded or custom dashboards and reports with data on your entire employee lifecycle.



Global Resource Library

Share job descriptions, forms, and processes from other education institutions.



Great Customer Service

Guidance and support from implementation and beyond, with 4.3/5 stars on Capterra.

“Being able to integrate other divisions (IT, payroll, facilities, executives, etc.) who also need access to some of our processes has been critical. [NEOED] has made it possible for our HR team to be successful.”

Samatha G., Higher Education HR Professional, Capterra Online Review

Trusted By



Ready to make processes easier for HR and your employees?

[Book an appointment](#) on our website to see how NEOED puts all your HR needs in one place.



- 1. Customer Support**
- 2. Professional Services**
- 3. Let's Get Technical**



NEOGOV

CUSTOMER SUPPORT & RESOURCES

CUSTOMER SUPPORT CONTACT INFORMATION:

Phone Number:
877-204-4442

Hours:
M - F, 6 AM - 6 PM Pacific Time

NEOGOV CUSTOMER SUPPORT INCLUDES:

- Unlimited Help Desk support
- Unlimited online case support
- Free attendance to quarterly 'NEOGOV Community Live' conference calls
- Free unlimited access to online user discussion forums
- Access to the online NEOGOV Community site for user documentation, training guides, announcements, and networking with other NEOGOV customers

NEOGOV COMMUNITY:

In order to access the Community, make sure you're logged into your NEOGOV product. Once you're logged in, hover over your name in the top right corner and click on either 'Help' or 'Help & Training' to enter the Community.

Through the Community, you have access to:

- Training tools and product reference materials
- A community forum to discuss best practices with your peers
- The Idea Lab to suggest or vote for potential product enhancements
- Release Notes on product enhancements
- Free online training through NEOGOV University
- Information about NEOGOV Connect, our annual user conference
- Quarterly community calls with NEOGOV product managers and other customers



NEOGOV

PROFESSIONAL SERVICES

*Optimize your organization's use of NEOGOV
with our various service packages*

Whether you need to get familiar with NEOGOV's products, polish your skills, or train a whole team, NEOGOV offers a range of options to ensure success. Learn to fully utilize our tools for truly **Intelligent HR**.

TRAINING OPTIONS

FREE

Training Materials and User Guides

One-on-One Spot Assistance
with Customer Success

NEOGOV University

Step Up Series Events

PAID

Custom Online Training

Online Insight Consulting

NEOGOV CONNECT Conference

NEOGOV Pre-Conference Training

Our Professional Services offer customers the opportunity to seek support with a senior Customer Success Specialist or Trainer for a more tailored approach. These services, such as customized training, ensure you understand how to use our products and how to align your processes with the full spectrum of available functionality. Our Professional Services allow customers to maintain a high degree of understanding of NEOGOV products at all times.

FREE TRAINING OPTIONS

NEOGOV provides several free training options to assist our customers in becoming product experts. You can find all options in our Community Training page [linked here](#). Please note that you must be logged into your NEOGOV account to access the Community.

Training Materials and User Guides

- Available 24/7 in the NEOGOV Community: community.neogov.com/training
- Gain product knowledge with our e-learning materials, training videos, user guides and webinar sessions
- All user guides are available for download

One-on-One Spot Assistance with Customer Success

- 30-minute appointments available for booking with a Product Specialist
- Get individual assistance about one specific feature or function

NEOGOV University

- Remote learning platform for new and long-time customers to deepen product knowledge
- The self-paced courses are designed to supplement implementation training to get the most out of your product after it is live
- Please note that not all belts are available for all products

Step Up Series

- A series of instructor-led, virtual product training sessions hosted each week
- Each event will cover anything from best practices, new features, functionality, and more!

PAID TRAINING OPTIONS

To further your team's product knowledge, we offer paid customized training. For more information on paid training, please reach out to proserv@neogov.net.

Custom Online Training

- Webinar-style training designed specifically for your organization
- Content and duration are determined based on a consultation
- Training can be one-on-one or one-on-many

Cost: \$650 for two hours. \$325 for each additional hour.

Online Insight Consulting

- Customer completes a Business Process Review and Checklist to identify new features that interest them
- Based on an assessment, a consultant recommends best practices/opportunities for improvement
- The consultant identifies enhancements or add-on products that will assist the organization based on the process recommendations

Combining with online training is recommended.

Cost: \$2,600

NEOGOV CONNECT User Conference

- 2-day conference with multiple different in-depth session tracks to enhance your product understanding
- Hear from inspirational keynote speakers and industry experts
- Opportunities to network and share knowledge with over 500 public sector agencies

Cost: Visit neogov.com/connect for pricing and more information.

Pre-Conference Training

- Instructor-led, demonstration-style training offered before the NEOGOV CONNECT conference, where you will be provided with supported documentation
- Various levels of training for the different modules within the NEOGOV suite will be offered

Cost: Visit neogov.com/connect for pricing and more information.

Let's Get Technical!

SUPPORT SERVICE LEVELS

We take all of your support requests very seriously. In order to ensure all your phone and online bug reports are appropriately addressed, we confirm all requests through case receipts. These case receipts are promptly shared with you. A NEOGOV employee will discuss and review the ticket with you to assess priority. After internal investigation, we'll update you with a resolution timeline.

HOSTING & SECURITY

NEOGOV places a priority on data security and implements industry-leading protection and resilience measures including, but not limited to:

INFRASTRUCTURE	SECURITY
Tier 3 fully redundant Data Centers located in different geographic zones	Best in class Endpoint Protection Platform (EPP)
No single point of failure	IDS/IPS
Multiple biometrics required for physical access	Automated and manual penetration testing
SOC1 type 2 certified Data Centers	Bug bounty program
Portable IP block accessible across multiple locations	Automatic DoS and DDoS preventative measures
Resilient routing using BGP across multiple ISPs	Application aware firewall filtering and AV scans
Latest Cisco UCS and EMC hardware	Only TLS1.2 ciphers allowed
COMPLIANCE	Inbound packet inspection
SOC2 type 2 certified	Multi-vendor firewalls
NIST 800.53 aligned	Data encryption in transit
PCI-DSS self-certified	Data encryption at rest using AES256

C. References and Experience (20 points)

1. *Provide a brief history of the supplier, including year it was established and corporate office location.*

NEOGOV is a privately held California C-Corporation and headquartered in El Segundo, CA. There is a second office in Draper, UT. Our mission is simple:

**— We Serve the People —
WHO SERVE THE PEOPLE**

We do this by providing industry-leading workforce management solutions that support public sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is the leader in government workforce management software.

A Legacy of Innovation and Strategic Growth

NEOGOV was founded in 1999 as Governmentjobs.com with a vision to transform public sector human resources and workforce management. As government agencies faced increasing challenges in recruitment, training, and operational efficiency, we recognized the need for a unified, technology-driven approach to support their evolving needs. To expand our capabilities, NEOGOV embarked on a strategic acquisition path, integrating specialized solutions that addressed key aspects of public sector operations.

In 2017, NEOGOV acquired FirstNet Learning Systems, a company specializing in training and compliance tracking. This acquisition allowed agencies to monitor professional development and ensure that personnel maintained essential certifications. In 2018, NEOGOV further strengthened its offerings by acquiring High Line Corporation, a leader in payroll and human resources information systems (HRIS). This expansion provided agencies with a seamless workforce management platform, allowing them to handle payroll, benefits, and scheduling more efficiently.

In 2020, NEOGOV took another significant step forward by acquiring PowerDMS a company founded in 2001 with a platform dedicated to policy management, accreditation, and compliance for public safety agencies. Since PowerDMS was acquired, NEOGOV has strengthened its commitment to the needs of public safety agencies by buying and building more than 10 additional products designed to assist with their unique workforce management challenges.

After more than 25 years in business, NEOGOV now offers more than 20 core products, and operates under the brands NEOGOV, NEOED, PowerDMS by NEOGOV, and Governmentjobs.com. The company's legal name is Governmentjobs.com, d/b/a NEOGOV. You will find all of the brands mentioned at times throughout this proposal and used throughout our publicly visible marketing and communications.

They are often also used interchangeably by our 13,000 customers. For the avoidance of doubt, NEOGOV is a single company wholly owned by LOBOS Parent, Inc. which is a holding company that exists solely for the purpose of organizing the financial interests of Warburg Pincus and the Carlyle

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Group, two of the largest and most prestigious private equity firms in the world with more than \$400 billion in assets under management. LOBOS also includes the ownership of the other minority shareholders. NEOGOV is the only asset of LOBOS Parent, Inc. For compliance with generally acceptable accounting principles, LOBOS Parent, Inc. is how NEOGOV is referred to in the audit letter from KPMG provided in this RFP response.

2. Describe supplier's reputation in the marketplace.

Over the past five years, NEOGOV has garnered numerous industry awards that highlight our leadership and innovation in public sector technology. We've consistently earned a spot on the prestigious GovTech 100 list for nine consecutive years, and our accolades include the Brandon Hall Group Gold Award for Best Customer Training Program in 2023, recognition as one of the fastest-growing private companies by SO500 in 2019, and several awards for our products and workplace, such as the PowerDMS Named a Best Companies to Work For in 2021. Also named one of the 100 Fastest Growing Private Companies in Los Angeles by the Los Angeles Business Journal, named number 12 of the Top 50 Local Government Companies by the ELGL Choice Awards and was featured on Deloitte's Technology Fast 500TM. These recognitions reflect our sustained commitment to excellence and innovation in serving government agencies NEOGOV is affiliated with the associations below:

1. NASPE (National Association of State Personnel Executives)
2. NASCA (National Association of State Chief Admins)
3. IPMA-HR (International Public Management Association for HR) Including southern, midwest, eastern, and western region chapters
4. ICMA (International City/County Manager Association)
5. NNAHRA (National Native American HR Association)
6. CUPA-HR (College & University Professional Association for HR)

We also sponsor conferences put on by these groups:

1. NPELRA (National Public Employer Labor Relations Association) Including the CA Chapter (CALPELRA)
2. SHRM (Society of Human Resources Management)
3. PRIMA (Public Risk Management Association)
4. APA (American Payroll Association)

NEOGOV IGNITE USER CONFERENCE

NEOGOV's IGNITE Conference and Pre-Conference Training are annual, live, in-person events. Our Ignite conference brings together dedicated NEOGOV customers in the public sector, NEOED customers in education, and loyal PowerDMS customers in public safety, for a 3-day conference of learning and networking. Last year, Ignite attracted 1,400+ attendees across public service industries including government, public safety, education, and more.

3. Describe supplier's reputation of products and services in the marketplace.

We are the people, who serve the people, who serve the people. At NEOGOV, our teams are devoted to serving customer agencies in order for them to better serve the people in their communities.

NEOGOV has been serving the public sector for over 20 years and continues to provide solutions only to public agencies that are tailored to the needs of the industry. Our teams constantly request feedback from users and use it to build out new features in our products. Each quarter Product Managers develop their Product Roadmaps according to the feedback and requests left directly from customers.

NEOGOV has ranked 4.5 of 5 stars on Gartner's Peer Insights and continues to be recommended by customers throughout the country. Based on the Gartner Peer Insights's reviews, customers have lauded NEOGOV's service and support.

4. Describe the experience and qualification of key employees.

Resumes are included. Each NEOGOV Implementation Consultant has extensive product knowledge and experience in implementing NEOGOV software for agencies to Go Live by their desired deadlines. Specific consultants are strategically paired with agencies to successfully implement the desired product. Please see the attached NEOGOV Key Personnel document for information about our consultants. Once a consultant is assigned, they will be the primary point of contact during the implementation of each specific product.

Executive Management

NEOGOV CEO

Shane Evangelist

Since 2017, Shane has served as NEOGOV's Chief Executive Officer, overseeing the creation and execution of long-term product strategy. Under his leadership, NEOGOV has seen expansive growth in public sector and higher education clients, increases in customer satisfaction, and a more contemporary start-up environment. His responsibilities include:

- Oversees creation and execution of long-term product strategy
- Responsible for executive leadership and management of the company

Chief Revenue Officer

Matt Redden

As the CRO, Matt leads the business development, sales, marketing, pricing, training, partner strategy and revenue management for NEOGOV. The job is to test demand generation, selling, growth hacking, etc., to measure success and failure, and know when, where and how to "double-down."

- Develop growth strategies with the executive team and board of directors
- Create accountability within the company by developing appropriate metrics and coordinating compensation and promotions with these metrics
- Monitor the revenue pipeline and leads, adjusting as necessary to create sustainable growth
- Establish both short-term results and long-term strategy, including revenue forecasting
- Oversee all Channel/Partner Development -- adding new sales channels and 3rd party resellers and partners

Chief Technology Officer

Durga Palamakula

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Durga in his role as CTO leads the technology and product vision for our SaaS based human resources and management platform. He is passionate about building efficient and innovative software products for Public Sector while making sure our platform meets the industry standards for reliability, performance, and security. His core responsibilities include:

- Define product direction and strategy that serves the overall company vision, while delivering best possible value for customers
- Build a world class team; foster and support a culture of innovation and excellence in product, engineering, and IT teams
- Work closely with executive team to define project priorities and milestones. While collaborating with product management, engineers, architects, and operation teams on product delivery that meet customer requirements and quality standards.

Chief Information Security Officer*Anurag Ojha*

As our CISO, Anurag is responsible for establishing and maintaining the enterprise information security vision, strategy, and program at NEOGOV. He works closely with our executive team, product management, engineers, architects, and operation teams to ensure information assets and technologies are adequately protected.

Chief Financial Officer*Alex Chun*

As CFO, Alex leads the accounting and financial planning functions of the company, including the development of annual budgets and long-term plans, management of financial risks, tracking of operational and financial KPIs, record-keeping, and financial reporting. In addition to his finance functions, Alex is also responsible for:

- Evaluating potential strategic acquisitions, mergers, and partnerships
- Communicating financial and operating results to the Board of Directors and key investors

President, High Line Software (a NEOGOV Company)*Tracey Virtue*

As one of our key Executives, Tracey's specialty is leading cross-functional initiatives that bring together personnel from different departments and divisions to achieve NEOGOV's strategic objectives. With over 15 years of strategic management experience, Tracey has spent the past four years ensuring that NEOGOV continually improves and succeeds. Some of her responsibilities include:

- Key member of the Executive Committee providing leadership and direction for the Company
- Develop and execute the company's strategic plan for long term growth and profitability

Chief Operations Officer*Aaron Coleman*

As the COO, Aaron Coleman leads our implementation and customer success teams to ensure a seamless process for all our customers and partners. He operates across our departments to bring together all our company resources in order to better serve our customers. Some of his responsibilities:

- Executive oversight of NEOGOV Customer Support and Professional Services
- Identify opportunities for product growth, improvement, and efficiency

Chief Product Officer

Denise Hemke

As the Chief Product Officer, Denise Hemke leads our Product development teams to ensure updated and consistent products. She operates across our departments to bring together all our company resources in order to better serve our customers. Some of her responsibilities:

- Executive oversight of NEOGOV Product development
- Identify opportunities for product growth, improvement, and efficiency

Director of Product - Insight**Michelle Cline**

As a former Customer Success Manager and current Product Manager for NEOGOV's flagship product - Insight, Michelle has over 12 years of experience in ensuring customer satisfaction with NEOGOV's products. She currently is responsible for the following:

- Lead initiatives for new product features to our flagship product used by over 1,600 customers.
- Analyze and design new features, develop functional requirements. Coordinate with development and QA teams.
- Develop and distribute enhancement release notes.
- Conduct monthly user calls with customers on a variety of human resource and system-related topics.
- Conduct customer product demos.
- Liaison to customer support and sales team on issues as well as product roadmap.

Director of Product Onboard, eForms, Learn, Perform**Pamela Kubiak**

With over eight years of experience in HR software and processes in both private and public sector, Pamela's areas of expertise ranged from evaluations, new hire onboarding, HRIS and reporting, social engagement, peer-to-peer recognition, and employment lifecycle changes. As of late, her primary focus has been on onboarding, offboarding and employment lifecycle changes. She is currently responsible for the following:

- Oversees all initiatives involved with NEOGOV's Onboard and eForms Product, from writing specifications for future enhancements to managing product roadmaps
- Works extensively with public sector HR professionals and product engineers to prioritize the HR technology features you need
- Conduct User Testing calls for new product as well as new features within existing products
- Conduct informational as well as training calls for users to stay engaged with the everchanging landscape

Director of Product, HRIS**Todd Hutchings**

Todd has specialized in human resources, payroll services, benefit administration, & payroll tax services for over 13 years. His extensive knowledge and background of automating human resources processes has allowed numerous agencies to maximize their efforts and efficiency. His responsibilities include:

- Executing deployments and best practice coaching for customers
- Managing the development of Core HR, Time and Attendance and Payroll software, as well as implementation
- Tracking and ensuring support SLAs are being achieved and exceeded
- Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics

- Conducting quality & product usage checks to ensure customer & product satisfaction expectations are being satisfied for customers and that a high level of service is being delivered
- Developing and maintaining project plans, issues logs, status reports, and time/ budget reports
- Collect, understand, and articulate basic to complex customer requirements and understand how to translate business requirements into configuration options and business process changes

Implementation

**Implementation Consultants are assigned based on the product being implemented. Specific consultants are strategically paired with agencies to successfully implement the desired product.*

Director of Implementations, TMS

Krystyna Mishler

One of the most important team members to customer success is Krystyna Mishler, Director of Implementations. Krystyna works diligently to manage our software implementation consultant team. She is responsible for ensuring your NEOGOV product implementations are on time and either meet or exceed your expectations. Her responsibilities include:

- Oversee all professional services, including implementations, consulting, and training (including NEOGOV University).

Director of Implementations, HRIS

Joanne Chan

Joanne is our Director of Implementations for HRIS with experience overseeing Project Management, Integrations and Software Implementations. She currently works with managing our Implementation Team, coaching for best practices and ensuring customer success.

Integration Implementation Manager

Kasey Pearce

Kasey manages the integrations team for all of our TMS integration implementations. She currently works with our clients on integration implementations, consulting for best practices, and ensuring overall customer satisfaction.

Customer Success

Director of Customer Success

Miya Jin

Miya currently leads the Customer Success at NEOGOV. She has an extensive background in delivering optimal service to all customers whenever help is needed. Her responsibilities include:

- Managing NEOGOV's Customer Success Team
 - Develop online user tutorials, guides, and forums to allow customers to have a better understanding of product best practices
 - Consult with customers to evaluate core HR processes and provide knowledge into immediate applications of NEOGOV products
 - Troubleshoot customer needs over the lifetime of product use
-

The implementation consultants' responsibilities include:

- Executing deployments and best practice coaching for customers
- Executing daily operations for assigned customers and implementations, including schedules, time tracking, health check delivery, etc.
- Tracking support level and customer satisfaction metrics; Ensure the support SLA's are being achieved and exceeded - Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics
- Conducting quality & product usage checks to ensure customer & product satisfaction expectations are being satisfied for customers and that a high level of service is being delivered
- Developing and maintain project plans, issues logs, status reports, and time/ budget reports
- Troubleshooting by replicating reported issues in a test environment and summarize issues accurately and succinctly in QA steps; develop and execute robust and creative test case scenarios
- Collect, understand, and articulate basic to complex customer requirements and understand how to translate business requirements into configuration options and business process changes

5. Describe supplier's experience working with the government sector.

87% of NEOGOV sales in the past 3 years have been to the Government sector. Since entering the marketplace, NEOGOV has prided itself on creating its products specifically for the government sector. Starting in 2000, NEOGOV has been delivering specialized human resources management solutions to public sector and education organizations. With over 6,000 customers across the nation and a user base that continues to grow each year. NEOGOV excels as a market leader in human resources management software for government agencies.

Our scope includes organizations as small as 10 employees all the way up through 100,000+ employees. This includes cities, counties, state governments, special districts, higher education, and K-12. A large difference that NEOGOV leverages amongst our customer-base is the aspect of community in the public-sector. Our customers learn from each others business processes and challenges to better service their citizens in real life, and we incorporate the same methodology into our platforms and the way we do business. In being part of the NEOGOV Community, customers share information with one another and NEOGOV itself. This enables us to drive our platforms forward with a strong footprint from our organizations, ultimately corresponding in solutions truly created for government entities.

6. Describe any social diversity initiatives.

We do not have a formal diversity program, however we are currently seeking women, minority, veteran and veteran-disabled owned suppliers to partner with. These vendor relationships will not result in any adjustments to pricing for customers.

NEOGOV works with agencies across the country and has partnerships with various MSWBE organizations in states including Illinois, Maryland, Texas, Tennessee. A copy of the organization's certifications can be provided upon Award of Contract.

7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

None.

8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Organization Name 1	Alabama Community College System
Scope of Services/contract description	Currently has Insight, Onboard, Perform, Learn, and eForms. They have been a customer since 8/11/2021
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jinny Kim – Project Manager Catherine Yoshimoto – Implementation Consultant
Contact Name and Title:	Shain Wilson, Senior Information Analyst HR & Payroll
Phone Number:	(205) 299-6700
Email Address:	shain.wilson@accs.edu

Length of relationship:	Since 8/11/2021
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Organization Name 2	Sacramento Housing and Redevelopment Agency
Scope of Services/contract description	Current products – Insight, Onboard, Attract, Perform, Learn, eForms, Core HR, Time & Attendance, Benefits, Payroll, PowerPolicy
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Erika Simpson – Project Manager David Sonny – Implementation Consultant
Contact Name and Title:	Tracy Knighton, HR Manager
Phone Number:	916-440-1359
Email Address:	tknighton@shra.org
Length of relationship:	Since 10/5/2007

Organization Name 3	County of San Diego (CA)
Scope of Services/contract description	Insight, Onboard, Attract
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Alexis Scruggs – Project Manager Savanna Minor – Implementation Consultant
Contact Name and Title:	Jessica Carlson, SR HR Analyst
Phone Number:	858-505-6576
Email Address:	jessica.carlson@sdcounty.ca.gov
Length of relationship:	Since 10/16/2007

Organization Name 4	City of Annapolis (MD)
Scope of Services/contract description	Insight, Onboard, Perform, eForms, Learn, Attract, Core HR, Benefits, Time & Attendance, Payroll, GovernmentJobs.com
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jessica Robertson – Project Manager Sherry Padron – Implementation Consultant
Contact Name and Title:	Carrie Kramer, MIT Analyst
Phone Number:	(410) 263-7529

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Email Address:	ckramer@annapolis.gov
Length of relationship:	Since 2/23/2023

Organization Name 5	Town of Mountain Village (CO)
Scope of Services/contract description	Insight, Onboard, Perform, eForms, Learn, Attract, Core HR, Benefits, Time & Attendance, Payroll, GovernmentJobs.com
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jamie Ketterer – Project Manager Sherry Padron – Implementation Consultant
Contact Name and Title:	Lindsay Niehaus, HR Coordinator
Phone Number:	(970) 369-6409
Email Address:	lniehaus@mtnvillage.org
Length of relationship:	Since 9/27/2022

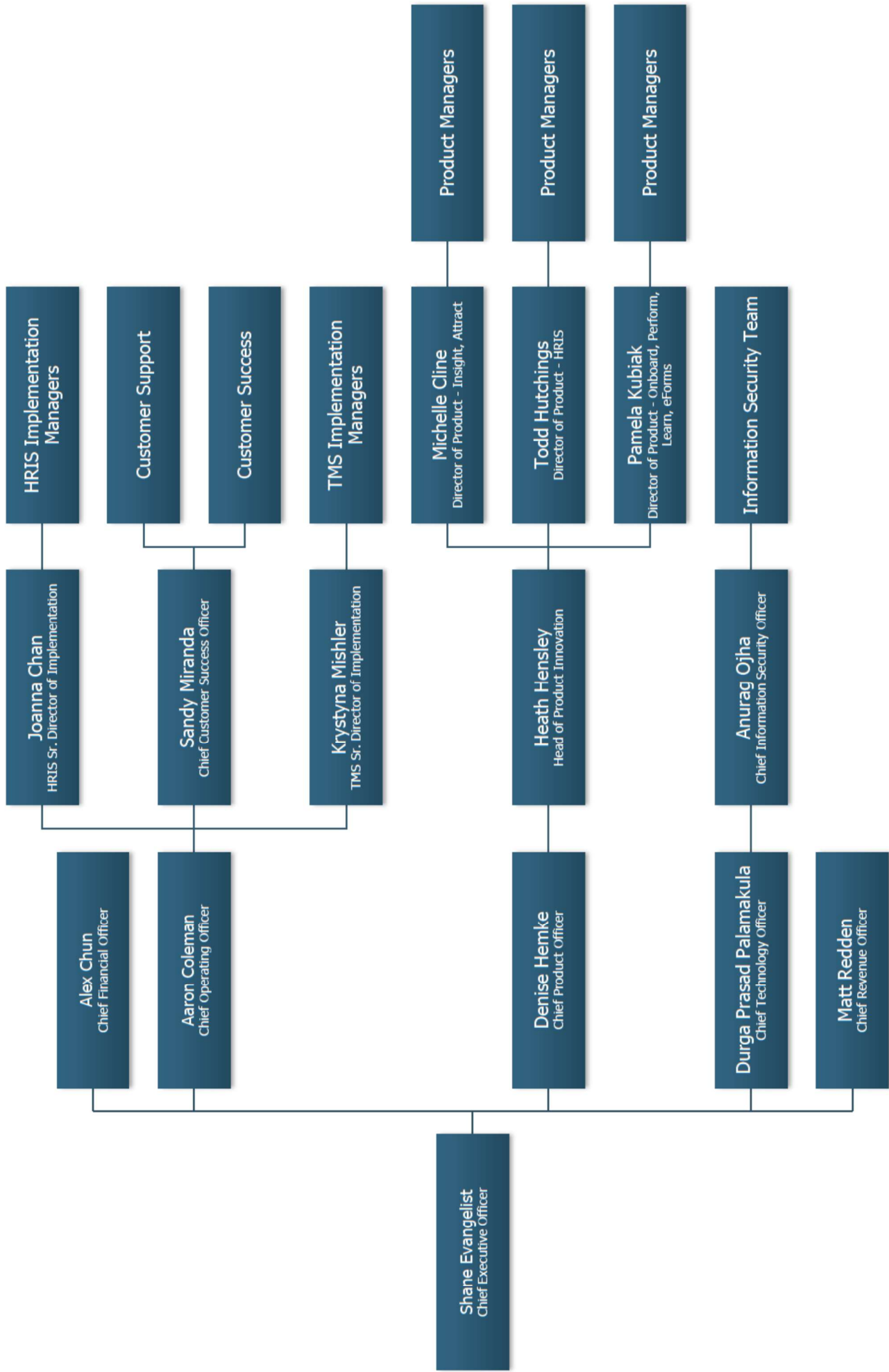
9. *Region 14 ESC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any submitting a proposal.*

Yes, Governmentjobs.com, Inc. acknowledges.

10. *Provide any additional information relevant to this section.*

See attached product information sheets for additional information.

Org Chart + Resumes



CONTACT

<https://www.linkedin.com/in/shane-evangelista72354/?jobid=1234/>

EDUCATION

Southern Methodist University – Cox School of Business
MBA, Finance
1999 - 2000

UNM Anderson School of Management
BBA, Marketing
1992 - 1997

Shane Evangelist

CEO at NEOGOV
Los Angeles, CA

EXPERIENCE

NEOGOV | El Segundo, CA
CEO
April 2017 - Present

US Water Filters | Minneapolis, MI
Board of Directors
April 2012 – Present

Tourneau | New York, New York
Advisory Board Member
September 2016 – February 2018

US Auto Parts | Carson, CA
CEO
October 2007 – March 2017

Board of Directors
October 2007 – March 2017

PS I Love You | Los Angeles, CA
Board Member
February 2011 – June 2015

Blockbuster | Dallas, TX
SVP & GM, Blockbuster Online
January 2004 – October 2007

Vice President of Strategic Planning
April 2000 – January 2004

IBM | New York, NY
Business Unit Executive
1997 – 2001

CONTACT

kmishler@neogov.net

<https://www.linkedin.com/in/krystyna-faillace-bb488935/?jobid=1234>

EDUCATION

University of Southern California
Bachelor of Arts, Communication

Universitat Autònoma de
Barcelona

Krystyna Mishler

Director of Professional Services at NEOGOV
Atlanta, GA

EXPERIENCE

NEOGOV | El Segundo, CA
Director of Professional Services
March 2020 - Present

Director of Customer Engagement
February 2019 – March 2020

Implementation Consultant Manager
March 2018 – January 2019

Customer Success Manager / Implementation Consultant / Solutions Engineer
September 2015 – March 2018

Customer Support Lead / Applicant Support Manager
March 2013 – September 2015

Recruiter
May 2012 – March 2013

Prime Public Relations | Culver City, CA
Administrative Assistant
May 2011 - February 2012

AssetSmart | Westlake Village, CA
Marketing/Advertising Intern
May 2009 - August 2009

Prototypes | Los Angeles, CA
Intern
December 2007 - January 2008

Cielo Unlimited
Administrative Assistant
June 2006 - August 2006

CONTACT

mjin@neogov.net

<https://www.linkedin.com/in/miyajin/>

EDUCATION

Loyola Marymount University, College
of Business Administration

Bachelor, Finance

2010 – 2014

Miya Jin

Director of Professional Services at NEOGOV
Los Angeles, CA

EXPERIENCE

NEOGOV | Los Angeles, CA
Director, Professional Services
July 2021 – Present

Manager, Implementations
April 2020 – June 2021

Implementation Supervisor
June 2019 – April 2020

Senior Implementation Consultant
January 2017 – April 2020

Implementation Consultant
September 2016 – January 2017

Peter Lehmann Wines | Tanunda South Australia
Cellar Hand
January 2016 – April 2016

HR Cloud | El Segundo, CA
Customer Success Representative
June 2014 – August 2015

The Coca-Cola Company | Loyola Marymount University
Brand Manager
January 2013 – May 2013

CONTACT

dhemke@neogov.net
<https://www.linkedin.com/in/denisehemke/>

EDUCATION

University of South Florida
BS, Marketing and MIS
1996-2001

Denise Hemke

Chief Product Officer at NEOGOV
Novato, CA

EXPERIENCE

NEOGOV

Chief Product Officer
01/2024 - Present

Leads the NEOGOV product strategy across all markets, driving innovation, customer satisfaction, and excellence.

Checkr | San Francisco, CA

Chief Product Officer
01/2022 - 10/2023

Workday | Pleasanton, CA

General Manager, Analytics
01/2021 - 01/2022

Workday | Pleasanton, CA

Vice President, Analytics Product Management & Strategy
05/2019 - 01/2021

Workday | Pleasanton, CA

Senior Director of Product Management, Analytics
06/2017 – 05/2019

Workday | Pleasanton, CA

Director of Product Management, Analytics
08/2016 – 06/2017

Platfora (acquired by Workday) | San Mateo, CA

Director of Engineering & Director of Product Management
01/2013 – 08/2016

Salesforce.com | San Francisco, CA

Senior Manager & Director of Engineering
03/2008 – 01/2013

HSBC | Tampa, FL

Technical Project Management & SRE
06/2006 – 03/2008

AT&T | Tampa, FL

Web Applications & ETL Developer
2001 - 2006

CONTACT

<https://www.linkedin.com/in/sandymiranda/>

EDUCATION

University of Phoenix
BA, Management

Liberty University
MA, Mental Health
Counseling/Counselor

Sandy Miranda

Chief Customer Success Officer at NEOGOV
Orlando, FL

EXPERIENCE

NEOGOV
Chief Customer Success Officer
April 2017 - Present

PowerDMS | Orlando, FL
VP of Customer Success
July 2015 – April 2017

PowerDMS | Orlando, FL
Director of Customer Success
March 2012 – July 2015

PowerDMS | Orlando, FL
Customer Care Manager
June 2011 – March 2012

The Revere Group | Orlando, FL
Service Delivery Manager
May 2007 – June 2011

Hughes Supply | Orlando, FL
System Support
1999 - 2007

CONTACT

hhensley@neogov.net
linkedin.com/in/heathhensley/

CERTIFICATIONS

Scrum Master Certification
3Back Scrum Pathways
Issued Mar 2009

EDUCATION

University of Central Florida
BS in Computer Engineering
2004 - 2009

Heath Hensley

Head of Product Innovation at NEOGOV
Winter Park, FL

EXPERIENCE

NEOGOV | El Segundo, CA
Head of Product Innovation at NEOGOV
Jan 2021 - Present
Helping NEOGOV build and buy new products for our portfolio and assisting with innovation throughout the portfolio of existing products.

PowerDMS | Orlando, FL
Co-founder and Chief Technology Officer
September 2004 - January 2021

University of Central Florida | Orlando, FL Adjunct Professor -
Technology Entrepreneurship August 2017 - May 2018

PowerDetails | Orlando, FL
Co-founder and Director
Sep 2004 - Present

CONTACT

jpirraglia@neogov.net

www.linkedin.com/in/jim-pirraglia-42193a4

CERTIFICATIONS

Product Strategy -Discovering,
Developing, Managing and Marketing
Products as a Business

Northwestern University – School of
Management

November 2019

Agile Product Management Excellence
280 Group
July 2010

EDUCATION

Adelphi University

BA, Communications

Jim Pirraglia

VP, Product, HRIS at NEOGOV

New York

EXPERIENCE

NEOGOV

VP, Product, HRIS

9/21 - <Present>

Lead HRIS Product group including growing/scaling team, defining product strategy and enabling team to execute on roadmap to drive customer adoption and market value.

Smartlinx Solutions | <Iselin, NJ>

VP, Product & Strategy

6/19-8-21

As a senior member of the Executive team and shareholder, my focus was on delivering innovative products and strategy scaled for growth. Led the Product and Design team, building platform HCM solutions in the long term/post-acute health market.

Trackforce Valiant | <Iselin, NJ>

VP, Product Management

12/02- 6/19

Senior member of Executive team and shareholder, responsible for product strategy for the HCM platform in the Contract Security and Hospitality markets. Introduced and implemented a formal Product Management team including implementing Agile best practices.

CONTACT

kpearce@neogov.net

[LinkedIn profile](#)

EDUCATION

Colorado State University
Computer Information Systems
1998-2001

Kasey Pearce

Integration Implementation Manager at NEOGOV

EXPERIENCE

NEOGOV

Integration Implementation Manager at NEOGOV
10/2021 – present
Manage integrations team for all TMS integration implementations.

Neon One | Remote

Director of Technical Implementation
10/2020 – 06/2021

Neon One | Remote

VP of Operations
12/2019 – 10/2020

CiviCore (acquired by Neon One) | Denver, Colorado

VP of Operations / Senior Software Engineer / Web Application Developer
10/2001 – 12/2019

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

GovernmentJobs.com, Inc. dba NEOGOV

Contact

Address

2120 Park Place, Ste 100

El Segundo, CA

90245

Phone

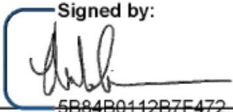
310-971-9588

Fax

310-426-6305

**Official
Authorizing
Proposal**

Signed by:


5B84B0112B7F472...

Signature

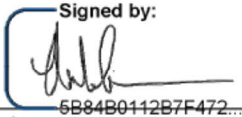
Nicholas Kromer

Printed Name

Vice President of Revenue Operations

Position with Company

Signed by:


5B84B0112B7F472...

Signature

Nicholas Kromer

Printed Name

Vice President of Revenue Operations

Position with Company

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

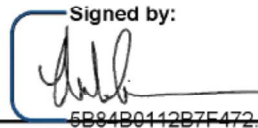
I, Nicholas Kromer, as an authorized representative of
Governmentjobs.com, Inc. dba NEOGOV, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signed by:

5B84B0112B7F472...

Signature of Named Authorized Company Representative

6/17/2025

Date

ATTACHMENT A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Version April 2, 2025

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____  Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____



Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____



Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES ☐

Version April 2, 2025

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES  Initials of Authorized Representative of offeror

Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV

Address, City, State, and Zip Code: 2120 Park Place, Ste 100 El Segundo, CA 90245

Phone Number: 310-971-9588

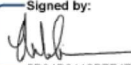
Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations

Email Address: bids@neogov.net

Signature of Authorized Representative: _____

Date: 6/17/2025

Signed by: 
5B84B0112B7F472...

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES  Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

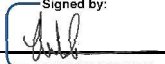
Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV

Address, City, State, and Zip Code: 2120 Park Place, Ste 100, El Segundo, CA 90245

Phone Number: 310-971-9588 Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations

Email Address: bids@neogov.net

Signature of Authorized Representative:  Date: 6/17/2025

Signed by: 5B84B0112B7F472...

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200. Appendix II. Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

Appendix II(G).

- b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:

5B84B0112B7E472...

Signature of Contractor's Authorized Official

Nicholas Kromer

Name and Title of Contractor's Authorized Official

6/17/2025

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV

Address, City, State, and Zip Code: 2120 Park Place, Ste 100 El Segundo, CA 90245

Phone Number: 310-971-9588 Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations

Email Address: bids@neogov.net

Signature of Authorized Representative: 

Date: 6/17/2025

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2** (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Governmentjobs.com, Inc. dba NEOGOV

Organization Address: 2120 Park Place, Ste 100 El Segundo, CA 90245

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Warburg Pincus (through affiliated entities)	450 Lexington Ave New York, NY 10017
The Carlyle Group (through its affiliated entities)	10100 Santa Monica Blvd #600, Los Angeles, CA 90025
Frontier Capital (through its affiliated entities)	525 N Tryon St, Suite 1900 Charlotte, NC 28202

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

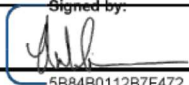
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Nicholas Kromer	Title:	Vice President of Revenue Operations
Signature:	 5B84B0112B7F472...	Date:	6/17/2025

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Governmentjobs.com, Inc. dba NEOGOV

Street: 2120 Park Place, Ste 100

City, State, Zip Code: El Segundo, CA 90245

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

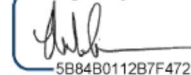
B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/17/2025

Date

Signed by:



Vice President of
Revenue Operations

Authorized Signature and Title

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 33-0888748	2. TYPE OF BUSINESS ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 807
4. COMPANY NAME NEOED		
5. STREET 2120 Park Place, Suite 100	CITY El Segundo	COUNTY LA
	STATE CA	ZIP CODE 90245
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) GovernmentJobs.com		CITY El Segundo
	STATE CA	ZIP CODE 90245
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 807		
10. PUBLIC AGENCY AWARDED CONTRACT HUDSON COUNTY CC		CITY Jersey City
	COUNTY Hudson	STATE NJ
		ZIP CODE 07306
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	97	61	36	3	2		13	27		2		6	14
Professionals	171	78	93	3	7		14	28	7	4		12	38
Technicians													
Sales Workers	105	66	39	1	3		2	33	2	1			17
Office & Clerical	116	44	72	2	3		4	13	6	4		4	17
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	489	249	240	9	15		33	101	15	11		22	86
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR _____
13. DATES OF PAYROLL PERIOD USED From: 8/1/22 To: 8/29/22		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Nicholas Kromer	SIGNATURE 	TITLE Vice President of Revenue	DATE MO DAY YEAR 04 08 2025
17. ADDRESS NO. & STREET 2120 Park Place, Suite 100	CITY El Segundo	COUNTY LA	STATE CA
		ZIP CODE 90245	PHONE (AREA CODE, NO., EXTENSION) 310 - 426 - 6304

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

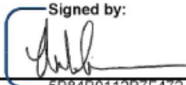
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signed by:



Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

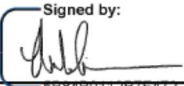
This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Governmentjobs.com, Inc. dba NEOGOV		
Address:	2120 Park Place, Ste 100		
City:	El Segundo	State: CA	Zip: 90245

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signed by:



Signature

Nicholas Kromer

Printed Name

Vice President of Revenue Operations

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: N/A

State: Governor, and Legislative Leadership Committees

Legislative District #s: N/A

State Senator and two members of the General Assembly per district.

County: N/A

N/A

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

N/A

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership

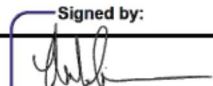
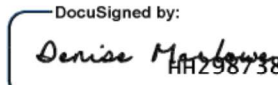


Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Warburg Pincus (through affiliated entities)	Name:
Home Address:	Home Address:
450 Lexington Ave New York, NY 10017	
Name: The Carlyle Group (through its affiliated entities)	Name:
Home Address:	Home Address:
10100 Santa Monica Blvd #600, Los Angeles, CA 90025	
Name: Frontier Capital (through its affiliated entities)	Name:
Home Address:	Home Address:
525 N Tryon St, Suite 1900 Charlotte, NC 28202	

June 18 Subscribed and sworn before me this ____ day of _____, 2 <u>2025</u> (Notary Public) My Commission expires: 09/18/2026	Signed by:  (Affiant) Nicholas Kromer- Vice President of Revenue Operations (Print name & title of affiant)
DocuSigned by:  HH298738 039F89A19D6545C...	DENISE MARLOWE (Corporate Seal) NOTARY PUBLIC STATE OF FLORIDA Commission #HH298738 My Commission Expires 9/18/2026 ONLINE NOTARY

Denise Marlowe

DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Region 14 ESC Software and SaaS Solutions RFP 25-S940

VENDOR NAME: Governmentjobs.com, Inc. dba NEOGOV

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities

Relationship to Vendor/ Bidder

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Attach Additional Sheets If Necessary.*CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signed by:

Signature

5B84B0112B7F472...

6/17/2025

Date

Nicholas Kromer- Vice President of Revenue Operations

Print Name and Title

DOC #7



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☒ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

Signed by:

5B84B0412B7F472

Signature of Vendor's Authorized Representative

Nicholas Kromer- Vice President of Revenue Operations

Print Name and Title of Vendor's Authorized Representative

Governmentjobs.com, Inc. dba NEOGOV

Vendor's Name

2120 Park Place, Ste 100

Vendor's Address (Street Address)

El Segundo, CA 90245

Vendor's Address (City/State/Zip Code)

(Attach Additional Sheets If Necessary.)

6/17/2025

Date

33-0888748

Vendor's FEIN

310-971-9588

Vendor's Phone Number

310-426-6305

Vendor's Fax Number

bids@neogov.net

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOVERNMENTJOBS.COM, INC.

Trade Name: NEOGOV

Address: 222 N SEPULVEDA BLVD
EL SEGUNDO, CA 90245-5648

Certificate Number: 1479748

Effective Date: April 16, 2009

Date of Issuance: December 05, 2022

For Office Use Only:

20221205151219050

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

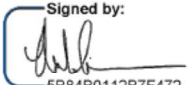
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Nicholas Kromer Title: Vice President of Revenue Operations

Signature:  Signed by: 5B84B0112B7F472... Date: 6/17/2025

DOC #10

**MACBRIDE-PRINCIPLES**

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Region 14 ESC Software and SaaS Solutions RFP 25-S940

VENDOR NAME: Governmentjobs.com, Inc. dba NEOGOV

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signed by:

5B84B0112B7F472...

Signature

6/17/2025

Date

Nicholas Kromer- Vice President of Revenue Operations

Print Name and Title



NOTICE TO OFFEROR

Questions & Answers

RFP # 25-S940

Competitive Solicitation by Region 14 Education Service Center

for

Software and SaaS Solutions

See Question & Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to this Software and SaaS Solutions RFP.

The Answers to Questions received are issued as follows:

1. Question: The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?
Yes
2. The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?
Yes
3. This RFP refers specifically to Software and Software as a Service as the scope, however on Appendix B it is stated "A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier." Would the government please clarify if the catalog provided should include all our product/service offerings or should it be limited to Software?
Supplier should provide product/services as outlined in the scope; anything additional may be included as "value added products/services"
4. Some information requested is not pertinent to the Software and SaaS contract, for example: equipment reconditioning, trade-ins, etc. Most of the shipping/delivery questions are also not relevant since most software is delivered electronically. Would the government please let us know how we should address these questions?

If the Supplier's position is the question is "not relevant" mark as N/A

5. The RFP requests that a price list be included. Is it sufficient to list all of the SKUs along with the % off of List Price OR do we need to include the actual dollar amount for every SKU? On our existing OMNIA contract, we are required only for % off of List.

As stated in the RFP "Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both"

6. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

Please refer to Scope for a list of suggested categories, but not limited to

7. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

Refer to question # 6

8. Does this include software for teacher and student learning?

Refer to question # 6

9. Would this RFP include software for a communication platform for schools to use to communicate with parents?

Refer to question # 6

10. We understand that the RFP seeks software and SaaS solutions, but our approach is to develop these solutions as custom-built products tailored to client needs, which we can deliver as SaaS offerings. Would you be open to proposals based on this model, and how would such proposals be evaluated compared to those offering pre-built, off-the-shelf solutions?

All proposals submitted will be reviewed and evaluated

11. Do we need an active New Jersey Business Compliance to bid for this RFP

No, but if awarded, the contract will not be extended to NJ

12. Does your RFP include software services other than finance or instructional?

Refer to question # 6

13. Is the RFP process the same for current OMNIA members, as well as new?

Not sure of the question being asked. However, this RFP is issued by Region 14 ESC and any resultant contract(s) will be made available to all OMNIA Partners members.

14. As a current OMNIA member, may we use the Excel pricing document that we currently have in place with OMNIA for our pricing response?

Current pricing may be submitting in excel format

15. During the life of the contract, can additional SaaS products be added to the Master Agreement subsequent to award?

Refer to Section IV Terms & Conditions; "Products and Services Additions"

16. Are five references required for each product? Or five total for the submitting vendor?

Total

17. We understand that proposals will be evaluated based on a total of 100 points for Availability of Products and Pricing, Ability to Perform, References and Experience, and Value-Added Products/Services. Is there a minimum score established to make the competitive range or shortlist?

No

18. How will Region 14 ESC validate a vendor's "Ability to Perform" in areas such as national scalability, service delivery, and warranty response, especially for smaller or emerging suppliers?

Proposals will be evaluated based on the criteria set in the RFP which include a combination of methods, i.e. experience, national scalability, financial stability, etc. For smaller or emerging suppliers, a more thorough review of capabilities and potential for growth and scalability.

19. Could you please clarify how pricing should be submitted for the services we propose to offer?

Refer to INSTRUCTIONS TO SUPPLIERS , section 2

20. Could you please confirm whether a pricing template will be provided?

No, refer question

to # 19

21. Would Omnia Partners consider extending the bid submission deadline by at least one week?

RFP was release on May 6th and due to set timeline, the deadline cannot be extended

22. We kindly request clarification on how vendors should indicate which categories they are bidding for.

It is up to the Offeror how they choose to identify the categories

23. On page 13, under the section "Evaluation Criteria", where sub-section "References and Experience (20 points)" states "Describe supplier's reputation in the marketplace.". Could you please elaborate on what a vendor's answer should detail?

Statement is self-explanatory. It is up to the Offeror to provide their best response possible.

24. Regarding the requested price lists (Section V.A., page 11), is it acceptable to provide our standard revenue share percentages in a tiered format correlating to the agency's revenue amount?

This section is not asking for a revenue amount; Offeror should provide their pricing based on discount off from a manufacturer's price list or catalog, or fixed price, or combination of both.

25. Would Region 14 ESC please consider extending the RFP deadline by 1-2 weeks to allow sufficient time to thoroughly address each component of the proposal requirements?

Please refer to question # 21

26. Is there a pricing sheet or format you would like vendors to use? - Additionally, pricing will depend on the scope of work and therefore pricing for each customer will vary. What would you like us to submit for pricing? Just the discount rate we will offer?

Refer to underlined response in question # 24

27. Can OMNIA please clarify whether all documents listed in Exhibit G must be submitted with the proposal, or only if the awarded contractor intends to do business in New Jersey?

If Offeror has no plans to extend their offering to New Jersey, simply indicate on the Exhibit G cover page.

28. Ability to Perform refers to "Appendix B, Exhibit A," but this appears to correspond instead to "Attachment A, Exhibit A."

Attachment A is the complete OMNIA Partners national cooperative response. Refer to page 21

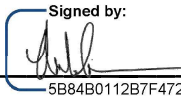
29. How many users/employees are in the organization? "Integration with existing technology environments" - Please provide existing software Would we require MSRP document submitted with our proposal?

This is a national cooperative solicitation as well as a national cooperative contract(s) and will be based on the individual Public Procurement Agency needs and requirements. Refer to underlined response in question # 24

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Governmentjobs.com, Inc. dba NEOGOV

Contact Person Nicholas Kromer

Signature  Signed by: 5B84B0112B7F472...

Date 6/17/2025

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-611619	Order #:	Q-510690
Customer:	Palm Coast, City of (FL)	Valid Until:	9/9/2026
Effective Employee Count:	625		
Sales Rep:	Mitch Boland		

Customer Contact		Shipping Contact	
Billing Contact:	Palm Coast, City of (FL) Palm Coast AP	Shipping Contact :	Palm Coast, City of (FL) Craig Ledbetter
Billing Address:	160 Cypress Point Pkwy Ste B106 Palm Coast, FL 32164	Shipping Address:	160 Cypress Point Pkwy Ste B106 Palm Coast, FL 32164
Billing Contact Email:	ap@palmcoastgov.com	Shipping Contact Email:	clledbetter@palmcoastgov.com
Billing Phone:	3869863700	Shipping Phone:	386-986-3759

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Prorated Period

70% discount on the Learn setup fee.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	9/1/2026	9/30/2026	Employee Based	\$2,982.50
Learn Setup	Services			Employee Based	\$2,569.50
Prorated Period TOTAL:					\$5,552.00

Year 1

55% discount on both subscription fees.
70% discount on the Perform setup fee.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	\$16,105.50
Perform Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	\$12,714.75
Perform Setup	Services			Employee Based	\$2,569.50
Year 1 TOTAL:					\$31,389.75

Year 2

10% discount on both subscription fees.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	10/1/2027	9/30/2028	Employee Based	\$32,211.00
Perform Subscription	Recurring	10/1/2027	9/30/2028	Employee Based	\$25,429.50
Year 2 TOTAL:					\$57,640.50

Year 3

List Prices.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	10/1/2028	9/30/2029	Employee Based	\$37,579.50
Perform Subscription	Recurring	10/1/2028	9/30/2029	Employee Based	\$29,667.75
Year 3 TOTAL:					\$67,247.25

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to GovernmentJobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. This Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in NEOGOV's bid for North Carolina Sheriffs' Association Solicitation Number 27-06-0212 and the most recently published version of the NEOGOV Services Agreement available at <https://www.neogov.com/service-specifications> ("NCSA Agreement"). By signing below, Customer confirms it has the authority to use the NCSA Agreement for this purchase and that the use of the NCSA Agreement for this purchase is not prohibited by law or procurement regulations or standards applicable to Customer. For purposes of the Agreement, "receipt" of the Services will be deemed to occur on the date the Services are provisioned and made available for Customer's access and use (including by providing login credentials or enabling system access), regardless of whether Customer has accessed or begun using the Services.

The Effective Date (as defined in the NEOGOV Services Agreement) shall be the date set forth below. For purposes of the Agreement, "receipt" of the Services will be deemed to occur on the date the Services are provisioned and made available for Customer's access and use (including by providing login credentials or enabling system access), regardless of whether Customer has accessed or begun using the Services.

Find a copy of our [W-9 here](#).

Special Condition:

- I. Customer may terminate for convenience the services within this Order by providing written notice to NEOGOV of its intent to terminate on or before October 9, 2026. ("Termination for Convenience"). Termination for Convenience shall be effective upon NEOGOV receipt of Customer's written notice to terminate for convenience. Notwithstanding the foregoing, Customer is committed to payment of the Pro-Rated Period which is non-cancellable or refundable and not effected by the Termination for Convenience.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV

may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Palm Coast, City of (FL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.