

## **AGREEMENT FOR SOLE SOURCE PURCHASE**

**THIS CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF HUMAN RESOURCES**, herein referred to as "**METRO GOVERNMENT**", and **GOVERNMENTJOBS.COM, INC.**, with offices located at 300 Continental Boulevard, Suite 565, El Segundo, California 90245, herein referred to as "**CONTRACTOR**",

### **WITNESSETH:**

**WHEREAS**, the Metro Government wishes to purchase proprietary Applicant Tracking System software developed by Contractor; and

**WHEREAS**, the Contractor has been determined by the Metro Government to be a sole source to provide these services,

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF SERVICES**

**A.** Contractor shall, at the request of the Metro Government, provide services under the terms of this Agreement. The Contractor's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

**B.** If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Contractor shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

**C.** The services of Contractor shall include but not be limited to the following:  
The provision by Contractor of an Applicant Tracking System (ATS) used to post jobs with

Metro online, submit electronic job requisitions, seek approval for requisitions, review and track the status of job applicants, communicate with applicants through email, maintain records of communications, construct lists of eligible candidates, refer qualified job candidates to hiring managers, schedule interviews, document new hires, and run reports on hiring cycle time, workload, and recruitment issues. The ATS shall be an online system capable of maintaining all of Metro's data related to the hiring process. In addition, Metro users and job applicants alike need to be able to contact the company for assistance on the use of the system when necessary. The use of the ATS allows the Metro Government to accomplish all of the functions listed above more efficiently and at less cost that would be possible by hand. In addition, the online postings enabled by the ATS reach a much wider applicant pool than would otherwise be possible.

Contractor has the only known Applicant Tracking System specifically designed for government, in particular for handling a hiring system governed by Police Merit Board and Civil Service/Merit Board Rules. The Louisville Metro Police Department, the Fire Department, EMA/Metrosafe, and Family Health Centers are covered by such rules per the statute. The ATS shall allow for the creation and maintenance of ranked eligibility lists of candidates for positions covered by the statutes. The ATS is also designed to automatically carry out the statistical procedures necessary to create such lists, and has a provision within the software whereby Metro HR can refer candidates to hiring managers according to a Rule of 3 (Civil Service) or a rule of 5 (Police Merit Board), which is also required by state statute. These required procedures were formerly carried out by hand. The ATS shall also provide for job candidates to self-schedule for the various phases of the recruitment process, which increases candidate turnout and greatly aids in the recruiting efforts of our public safety agencies.

**II. FEES AND COMPENSATION**

**A.** Metro Government shall pay Contractor for services rendered pursuant to and as described in Attachment A attached hereto and fully incorporated herein. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **THIRTY SIX THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS (\$36,383.00)**.

**B.** Payment shall be made as agreed to between the parties.

**C.** The Metro Government shall not reimburse out of pocket expenses under this Agreement.

**III. DURATION**

**A.** This Agreement shall begin August 24, 2017 and shall continue through and including August 23, 2018.

**B.** This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**C.** In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

**IV. RECORDS-AUDIT**

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to

inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

**V. INSURANCE REQUIREMENTS**

Contractor shall comply with the insurance requirements attached hereto and fully incorporated herein as Attachment B.

**VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

Contractor agrees to indemnify and hold the Louisville/Jefferson County Metro Government harmless including its elected officials, officers, agents and employees, from and against all claims, liabilities, or damages caused by a defect or malfunction in the functionality of the licensed software to the extent the defect or malfunction is caused by the licensed software. In addition, in the event a defect or malfunction occurs in the licensed software, the Metro Government acknowledges that it has been provided with manual cardsets, which contain the MPDS protocols and should be used as backup in the event of a defect or malfunction.

**VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number

(TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**IX. AUTHORITY**

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

**X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of

his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

**XIII. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XIV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XV. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVI. CALCULATION OF TIME**

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of

doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVII. CAPTIONS**

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.



WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND  
LEGALITY CONTINGENT  
UPON APPROVAL OF  
OF THE APPROPRIATION FOR  
THIS CONTRACT BY THE  
METRO COUNCIL

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

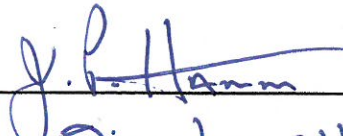
  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

Date: 6/5/17

  
JOEL NEAVEILL, DIRECTOR, PURCHASING  
DEPARTMENT

Date: 6/2/17

DEPARTMENT OF HUMAN RESOURCES

By:   
Title: Director - HR

Date: 6/20/17

GOVERNMENTJOBS.COM, INC.

By:   
Title: Finance

Date: 6/12/2017

  
Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_

ATTACHMENT A

**Wilkins, Steve**

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**From:** Logan McDaniel <lmcdaniel@neogov.net>  
**Sent:** Wednesday, April 12, 2017 1:01 PM  
**To:** Wilkins, Steve  
**Subject:** Re: NEOGOV - City of Louisville Upcoming Renewal  
**Attachments:** salesord129929.pdf

Hi Steve,

Thank you for providing this information. With an employee count of 5,981, your agency falls into our pricing tier of 5,000 to 5,999 employees. NEOGOV's Standard pricing for agencies this size is \$36,383.00.

Please review the attached quote and let me know if you have questions or concerns. Please note that this is a quote and not an invoice. You can expect an invoice approximately 30 days prior to your renewal dates which is 8/24/2017.

Feel free to reach out to me directly if you have questions or concerns.

Thank you,

Logan McDaniel  
Finance  
NEOGO, HR Cloud, [GovernmentJobs.com](http://GovernmentJobs.com)  
222 N. Sepulveda Blvd - Suite 2000  
El Segundo, CA 90245

Tel: (310) 658-5710  
Email: [lmcdaniel@neogov.com](mailto:lmcdaniel@neogov.com)  
[neogov.com](http://neogov.com) | [hrcloud.com](http://hrcloud.com) | [GovernmentJobs.com](http://GovernmentJobs.com)

On Fri, Apr 7, 2017 at 4:53 AM, Wilkins, Steve <[Steve.Wilkins@louisvilleky.gov](mailto:Steve.Wilkins@louisvilleky.gov)> wrote:

Logan,

We currently have 5981 employees. Thanks,

# NEOGOV™

Governmentjobs.com, Inc.  
300 Continental Blvd  
Suite 565  
El Segundo CA 90245

**Bill To**

Steve Wilkins  
Louisville, City of (KY)  
611 West Jefferson Street  
Mezzanine Level  
Louisville KY 40202  
United States

## Sales Order

**Date** 7/24/2017  
**Number** SO5778  
**Due Date**  
**Terms** Net 30  
**P.O. No.**

Item	Description	Period Covered	Amount
IE - Renewal	Insight Enterprise Software License	8/24/2017 - 8/23/2018	36,383.00
		<b>Total</b>	<b>\$36,383.00</b>

## ATTACHMENT B

### INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The following clause shall be added to Contractor's (and approved subcontractors) Commercial General Liability Policies:
  1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**
  
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
  1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non-contributory, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
    - a. Premises - Operations Coverage
    - b. Products and Completed Operations
    - c. Contractual Liability

- d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury
2. **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, and **\$2,000,000 aggregate limit**. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
3. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

#### **MISCELLANEOUS**

A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division

611 West Jefferson Street  
Louisville, Kentucky 40202

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Contractor.