

ORDER FORM**Customer & Customer Address:****Bill To (if different than Customer Address):**

City of Rialto (CA) 150 S. Palm Avenue Rialto, CA 92336	
Quote Date: 2/1/19	Initial Term: <u>7/1/19 – 6/30/20</u>
Quote Valid To: 7/31/19	Billing Frequency: Annual

Annual Recurring Fees – Note: Discounts below are included if all modules are purchased together by 7/31/19.

Line	Description ¹	Initial Annual Recurring Fee ²
1.	Perform (PE) Subscription for 392 employees	\$14,175.00
2.	Onboard (ON)/E-Forms (EF) Bundled Subscription	\$16,868.00
Sub Total:		\$31,043.00

Non-Recurring Fees – Note: Discounts below are included if all modules are purchased together by 7/31/19.

Line	Description ¹	Non-Recurring Fees
NEOGOV Services		
3.	Perform (PE)	
	Setup and Implementation	\$2,000.00
	Training	\$2,000.00
4.	Onboard (ON)/E-Forms (EF)	
	Setup and Implementation	\$2,000.00
	Training	\$2,000.00
	Onboard/E-Forms form building as Professional Service	NA
Sub Total:		\$8,000.00
Order Total:		\$39,043.00

¹Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

² The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

(a) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications

- Automatic Evaluation Creation
 - Ability to perform actions in bulk for Employees & Evaluations
- (b) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:
- Electronic Employee File of Onboard forms
 - Federal I9 and W4 forms
 - Checklists of tasks to create specific Onboard process by position, department, division or class spec
 - Configurable new hire portal
 - Ability to promote, rehire and offboard employees (task assignment based on new position)
 - Global form bank
 - Configurable Email Notifications
 - Automation of Onboard process
 - Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
 - Background forms \$295 per form
 - Dynamic Forms \$195 per form
 - Updates to existing forms \$200 an hour
- (c) E-Forms (EF). E-Forms is designed to provide customers the means to complete all employee paperwork online. Features include automated approval and signature routing, electronic personnel files, conversion of PDF files to online forms, E-signature, and automated notifications.
- (d) NEOGOV Training.
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
 - NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.
- (e) NEOGOV Implementation. The following activities will be conducted as a part of the Services:
- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
 - NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
 - NEOGOV will establish Customer's production environment.
 - All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
 - Following NEOGOV product rollout, NEOGOV and Customer will confirm the rollout was completed successfully and that any production questions are addressed promptly.

2. Order Form Terms.

- (a) Payment Terms. Customer will pay all Fees set forth in the Order Form or SOW in accordance with the following: (i) NEOGOV Fees are invoiced annually in advance and NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period; (ii) invoices shall be delivered to the stated "Bill To" party on the Order Form (iii) Customer shall pay NEOGOV the applicable fees (collectively, the "**Fees**") within the applicable time periods as follows:
- (A) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form;
- (B) Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
- (C) Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;

- (D) any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer’s receipt of NEOGOV’s invoice therefor;
- (E) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer’s receipt of NEOGOV’s invoice therefor.

NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least sixty (60) days prior to the commencement of such Renewal Term. Upon execution by Customer and NEOGOV, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for NEOGOV subscriptions is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule.

- (b) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the “Agreement”) by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. **THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.**
- (c) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.
- (d) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.
- (e) Contractor further represents and warrants that it has inspected the City’s current infrastructure, equipment, computer system and software and that the system provided by Contractor under this Agreement is compatible and shall be fully functional with such infrastructure, equipment, computer system and software of the City. Contractor acknowledges that the City is relying on the representation by Contractor as MATERIAL consideration in entering into this Agreement.

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

<u>Customer:</u>	<u>NEOGOV: GovernmentJobs.com, Inc.</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____