



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	governmentjobs.com
3. Cooperative Agency Agreement Name and Agreement Number:	NEOGOV, NEOED, and PowerDMS Workforce management software for government Master Agreement#030425-PDMS
4. Cooperative Agency Initial Agreement Term:	Start Date: July 18, 2025 End Date: July 17, 2029
5. Cooperative Agency's Agreement-Options to extend:	Three (3) one-year extensions, however the Agreement including any extensions shall not go beyond seven (7) years as a total term.
6. Cooperative Agency Amended Term:	Not Applicable
7. Cooperative Agency Remaining Options to Renew:	Three (3) one-year renewal option remaining.
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon Contract Execution End Date: July 17, 2029
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$____606,442.00____ for the term of the Agreement. (This amount may include a contingency amount; however, the amount shall be the aggregate amount of spend that is anticipated for the entire initial term of the Agreement.)

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Master Agreement#030425-PDMS ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through July 17, 2029 unless terminated earlier by the City.

If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for an applicant tracking system for full recruitment process to fill vacancies for the City. available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed (Agreement Summary box #9) for the purchase of applicant tracking system for full recruitment process to fill vacancies for the City. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON**GOVERNMENTJOBS.COM**

Johnny Ford, City Manager

By: _____
Signature

Date: _____

Print name

ATTEST:

Title: _____

Katherine Roland, CMC, CPMC, City Clerk

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

APPROVED AS TO FORM:

By: _____
Signature

Marci A. Arredondo, City Attorney

Print name

Title: _____

EXHIBIT A

MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Governmentjobs.com Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Government jobs.com Inc., 2120 Park Place, Suite 100, El Segunda, CA 90245 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:
- a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
- i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
 - ii) Mapping (vertical location, indoor, outdoor);
 - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
 - iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
 - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
 - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.
- b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
- i) Pre-incident planning software, such as:
 - (1) Fire prevention related inspections and enforcement;
 - (2) Operational management (scheduling, training, compliance, etc.); and
 - (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
 - ii) Incident/post-incident software, such as:
 - (1) CAD, RMS for law enforcement, fire, and EMS;
 - (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
 - (3) Digital and physical evidence management;
 - (4) E-citation systems; and
 - (5) Law enforcement case management
- c) Category 3. Comprehensive Solutions

- i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 7)a) – c) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warranties.** Supplier warranties are set forth in Supplier's then-current Services Agreement which will be made available to Participating Entities at <https://www.neogov.com/service-specifications>.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any

Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **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 C.F.R. § 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 C.F.R. § 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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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 C.F.R. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:

- Identify the applicable Sourcewell Agreement number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;

- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Sourcewell shall use commercially reasonable effort to provide Supplier with notice of audit 30 days in advance. Such audits shall occur in a manner that does not unreasonably interfere with Supplier's business operations.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited

assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion. For purposes of clarity, any merger, consolidation, or reorganization involving Supplier (regardless of whether Supplier is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and Supplier will not be obligated to obtain consent from Sourcewell; however, Supplier shall provide reasonable notice to Sourcewell after said transfer.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any breach of this Agreement or willful misconduct in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or real, tangible property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Limitation of Liability.** Except for damages arising out of liability which cannot be lawfully excluded or limited, Supplier's liability shall not exceed the amount of all payments actually paid by the Participating Entity to Supplier related to the event giving rise to such liability in the 12 month period preceding the date of the first event giving rise to such liability. Neither party will be liable for any special, punitive, indirect, or consequential damages including but not limited to loss or damage to data, or loss of anticipated revenue or profits, whether or not foreseeable and whether or not the party has been advised of the possibility of damages.
- 19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 20) **Grant of License.**

- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do

business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the General Liability and Worker's Compensation policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

- 25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other Party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching Party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

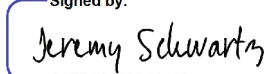
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined

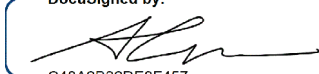
by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Governmentjobs.com Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/6/2025 | 11:25 AM CDT

DocuSigned by:

C48A2B32DE9F457...
By: _____
Alex Chun
Title: Chief Financial Officer
Date: 8/6/2025 | 9:03 AM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: PowerDMS, Inc.

Does your company conduct business under any other name? If yes, please state: Governmentjobs.com, Inc. dba NEOGOV, NEOED

Address: 2120 Park Place Suite 100
El Segundo, CA 90245

Contact: Lindsey Gerber

Email: bids@neogov.net

Phone: 310-971-9588

Fax: 310-971-9588

HST#: 330888748

Submission Details

Created On: Tuesday January 21, 2025 10:57:03

Submitted On: Tuesday March 04, 2025 16:09:56

Submitted By: Lindsey Gerber

Email: bids@neogov.net

Transaction #: d1617e11-63f1-4762-a44f-6c0fed715683

Submitter's IP Address: 147.243.131.109

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Governmentjobs.com, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The company's legal name is Governmentjobs.com, Inc.. Portfolio brands include NEOGOV, PowerDMS, NEOED, GovernmentJobs.com, SchoolJobs.com, CueHit, Agency360, PlanIt Schedule, and Highline Software.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	54HK9	*
5	Provide your NAICS code applicable to Solutions proposed.	541542	
6	Proposer Physical Address:	2120 Park Place Suite 100, El Segundo California 90245 USA	*
7	Proposer website address (or addresses):	https://www.neogov.com/ , https://www.powerdms.com , https://www.neoed.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	NEOGOV's Authorized Representative is Joshua Snyder, VP of Strategic Partnerships. His contact details are as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245, Email - bids@neogov.net, Phone - (310)426-6304 ext 420.	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	The primary contact for this proposal is Lindsey Gerber, Proposal Team Manager. Her contact details are as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245, Email - lgerber@neogov.net, Phone - (310)-971-9588	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	The primary contact for this proposal is Nicholas Kromer, Director of Revenue Operations. His contact information is as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245; Email - nkromer@neogov.net; Phone - 310-971-9588	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	NEOGOV's 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 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. Our first application for a Sourcwell contract was submitted in 2021 under PowerDMS Inc. as our entity name before the PowerDMS Inc. had fully been absorbed by Governmentjobs.com dba NEOGOV. Upon award of a Sourcwell contract we would like update our Legal Company name in the Sourcwell vendor information to Governmentjobs.com dba NEOGOV or just NEOGOV. If that is not possible, PowerDMS Inc. is a wholly owned subsidiary of Governmentjobs.com and we can still operate and enter into a contract under PowerDMS Inc. if that is our only option.
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ATTACHMENT A

12	What are your company's expectations in the event of an award?	NEOGOV, anticipating an award, expects to greatly assist hundreds if not thousands of public safety agencies in their procurement of our products by leveraging the already very popular Sourcewell contract to streamline their ability to purchase and renew NEOGOV products. Currently leveraged by over 5,000 public safety agencies, our advanced software applications address critical operational needs in incident tracking, response and reporting, unit assignments and staffing, and comprehensive law enforcement case management among several other critical application. An award would enable NEOGOV to get these critical tools into the hands of additional agencies faster and with less overhead while also minimizing their cost by taking advantage of the built in discount available through the Sourcewell contract. Our commitment extends beyond just delivering software solutions; it is about creating significant impacts—allowing governmental agencies to use their resources more judiciously while facing budget constraints heightened by systemic pressures such as those seen during the COVID-19 pandemic. Through an award and potential partnership with Sourcewell, NEOGOV is poised to help these agencies not only preserve but improve upon critical public services, contributing to a more secure, efficient, and effective administration.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	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.	*
14	What is your US market share for the Solutions that you are proposing?	NEOGOV is a key player in the specialized market for law enforcement software solutions across U.S. governmental agencies. Our significant market penetration underlines our leadership role in administrative and operational software. In our Human Capital Management (HCM) product line, which focuses on operational excellence, we serve 20% of government agencies, demonstrating robust trust in our solutions to manage and optimize workforce needs effectively. In our Power product line, an impressive 45% of Law Enforcement agencies utilize NEOGOV solutions to enhance their operations.	*
15	What is your Canadian market share for the Solutions that you are proposing?	NEOGOV is gradually expanding its footprint in the Canadian market, currently engaging less than 10% of governmental and law enforcement agencies. With our market share still in its initial growth phase, we are ready to significantly enhance our presence.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	NEOGOV has never been involved in any bankruptcy proceedings since its founding 25 years ago. We pledge to provide immediate written notice to Sourcewell if we enter into a bankruptcy proceeding during this RFP evaluation process. This commitment to transparency is integral to our company values and our ongoing relationship with Sourcewell and other partners.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	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.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	NEOGOV maintains industry-recognized certifications to ensure compliance with security, privacy, and regulatory requirements. These certifications validate the organization's commitment to security, risk management, and data protection. Certifications Held by PowerDMS by NEOGOV: SOC 2 Type II – Ensures adherence to security, availability, and confidentiality controls. FedRAMP (Moderate)(InProgress) – Compliance with NIST SP 800-53 security controls for cloud service providers handling federal data. StateRamp and TexRamp Third Parties & Subcontractors: NEOGOV partners with cloud service providers (e.g., AWS GovCloud, Microsoft Azure US, Equinix) that maintain FedRAMP, SOC 2 to ensure data security and compliance.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	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 Sourcwell. This commitment to transparency is integral to our company values and our ongoing relationship with Sourcwell and other partners.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	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. These recognitions reflect our sustained commitment to excellence and innovation in serving government agencies	*
21	What percentage of your sales are to the governmental sector in the past three years?	87% of NEOGOV sales in the past 3 years have been to the Government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	10% of sales in the past three years have been to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	More than 10% of NEOGOV's 13,000+ customers procure our products and services through state contracts or cooperative purchasing contracts. Many of them leverage the OMNIA and NASPO contracts held by our partners at Carahsoft and SHI and as such we do not have direct visibility to the sales volume through these vehicles, however more than \$10,000,000 in purchases are made annually by our customers through Carahsoft and SHI combined and it can be assumed that the vast majority of these transactions are through a cooperative purchasing contract held by either SHI or Carahsoft. Additionally, in 2023, NEOGOV was awarded a technology procurement contract with NCSA. Today, more than \$350,000 are transacted annually through the NCSA contract. NEOGOV has also been awarded a contract with NYS OGS and is in negotiations for a contract with TX DIR.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NEOGOV currently does not have and GSA (General Services Administration) contracts or SOSA agreements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Seminole County Sheriff's Office (FL)	Tonya Green	(407) 665-6600	*
Las Vegas Metro Police Department (NV)	Ryan Hunt	(702) 287-1499	*
Honolulu Police Department (HI)	Brennan Baysa	(808) 723-7732	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	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
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	NEOGOV's approach to distribution includes partnerships with resellers such as SHI and Carahsoft, whose primary role is to streamline the procurement process through their existing governmental contracts like Omnia and NASPO. These resellers do not deliver our products or services directly nor do they handle implementation; instead, they provide an essential conduit by which customers can easily access and procure our solutions. Additionally, we collaborate with technology partners like Oracle NetSuite, Edmunds Gov Tech, Aclarian, Ellucian and CentralSquare who integrate their finance-based systems with our platform through APIs to enhance functionality. This setup ensures that while our resellers help expand our reach via contract leverage, the actual delivery and integration of our solutions are managed directly by NEOGOV and our tech partners.
28	Service force.	NEOGOV's Service Force is meticulously organized and specialized, dedicated to ensuring an exemplary customer experience from the initial implementation to ongoing success. This force consists of three pivotal pillars: Implementation, Customer Support, and Customer Success Management, each playing an essential role in providing top-tier service and support. The Implementation Team, under the guidance of the Director of Implementation, spearheads the onboarding and deployment process. This team comprises seven Implementation Managers, each leading a group that includes at least eight Implementation Consultants and Senior Consultants. They are instrumental in guiding NEOGOV's customers through the setup process, optimizing system configurations to meet business objectives, and fostering user adoption with their expertise and best practice insights. Following implementation, the focus shifts to sustained support and relationship management via NEOGOV's Customer Support and Customer Success Management teams. These groups are structured under the Chief Customer Officer, with strategic oversight from the Director of Customer Operations and the Director of Customer Success. Each director manages a team of four, focusing on long-term customer engagement, maximizing satisfaction, and the overall value derived from NEOGOV's services. For further specialized training and advanced feature utilization, NEOGOV's Professional Services Team, led by the Vice President of Professional Services and supported by five direct reports, offers deep-dive learning opportunities and enhanced product training. Additionally, NEOGOV's Customer Support Team, directed by the Director of Customer Support and assisted by four Customer Support Managers, oversees 29 dedicated Customer Support Representatives. They ensure swift and effective resolution of customer inquiries, maintaining smooth operational continuity for NEOGOV's clients. Collectively, these teams comprise NEOGOV's comprehensive Service Force, equipped to support every aspect of the customer journey—from initial integration to ongoing engagement—guaranteeing that every client benefits from expert advice, tailored support, and prompt service responses at each step. This strategic organization ensures that NEOGOV's customers have all the necessary tools and support to succeed with our solutions.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	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.
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	NEOGOV's product implementation strategy is designed to ensure the most efficient and effective deployment, maximizing user adoption and long-term project success. We utilize a staged implementation approach that effectively manages and streamlines the process, led by a dedicated team of implementation consultants who serve as subject matter experts throughout the entire implementation experience. We do not utilize third-party installation partners; instead, our implementation consultants provide hands-on guidance, system configuration support, and post-implementation assistance. The process begins with a project scope review, where we define how each module will be configured to align with your organization's needs. All relevant subject matter experts from your organization should participate in these discussions to ensure accurate business process definitions. The configurations and criteria established during this phase will determine the scope and tasks for the remainder of the implementation. Following the scope review, the implementation process moves through Discovery, Configuration, and System Validation, ensuring that all requirements are met before transitioning to Go-Live. Discovery focuses on defining project goals and assessing internal processes, while Configuration involves system setup, user role assignments, authentication configurations, and data imports. System Validation ensures functionality through admin training, quality assurance testing, and workflow validation. Once the system is officially deployed, we monitor engagement and performance before transitioning support to a Customer Success Manager (CSM), who provides continued guidance beyond implementation. Implementation timelines vary by product, typically ranging from 45 to 120 days, ensuring a structured and well-supported rollout that prioritizes data integrity, user training, and system validation. Our approach guarantees a seamless transition, enabling organizations to fully leverage the system's capabilities while maintaining alignment with business objectives.

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	NEOGOV's customer service program is engineered to deliver reliable, responsive support to our clients, underscored by our commitment to accountability and excellence. We offer direct phone support from Monday through Friday, 6 AM to 6 PM MST, excluding NEOGOV holidays, ensuring clients have access to timely help during working hours. Additionally, our 24/7 online request system acknowledges inquiries promptly and addresses issues within clearly defined timeframes based on their complexity and urgency. We prioritize critical issues with an aim to resolve them within 24 hours, while handling less urgent queries within a standard resolution timeframe. Our approach extends beyond reactive support; it includes proactive system monitoring, systematic upgrades, and maintenance to continuously enhance product performance. Every quarter, NEOGOV conducts enhancement calls to announce, discuss upcoming updates, and provide training sessions to accompany these enhancements. This ensures that our clients are well-equipped to leverage new features and functionalities, enhancing their operational efficiency. For self-learners, the NEOGOV Community offers additional support. This self-service portal allows customers to search FAQs, find specific trainings and functionality guides, and interact with the customer feedback board. Here, users can exchange best practices and offer input on their specific use cases, fostering a collaborative learning environment. All of our implementation specialists, customer support personnel, and trainers are housed in-house, promoting a unified team ethic driven by a passion for excellence and client satisfaction. This internal motivation, devoid of external incentives, spurs our team to deliver superior service continuously. Our comprehensive training programs ensure our staff remains sharp on industry guidelines and adept in facilitating both effective support and strategic advice. By retaining control over all operational aspects, NEOGOV guarantees that our service quality is uncompromised and consistently meets our high standards. Each client interaction offers an opportunity to resolve concerns, strengthen trust, refine our offerings, and ensure users can effectively navigate and utilize our solutions.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	NEOGOV cloud based SaaS is available to all US participating Sourcewell entities.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NEOGOV will make our cloud based SaaS available to all Canadian providences that are open to US hosting, not requiring Canadian hosting.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Sourcewell members in all geographic areas will be fully served by NEOGOV on this contract.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. All Sourcewell member sectors will be fully served by NEOGOV on this contract.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any specific requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii and Alaska and in US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, NEOGOV will work with nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NEOGOV and PowerDMS by NEOGOV have a comprehensive and strategic marketing approach to promote the Sourcewell partnership and leverage this opportunity effectively. Our strategy unfolds in timed phases, ensuring systematic engagement and widespread visibility across multiple platforms and stages. Initial 30 Days – Foundation and Visibility: We commence with a 30-day period focused on internal alignment and public announcements: Cross-company training sessions to align product offering knowledge and understanding of the Sourcewell partnership's benefits will be conducted. A dedicated NEOGOV representative will manage business development and ongoing training material creation. Critical information about the Sourcewell contract will be accessible through a comprehensive "playbook" and integrated into all new hire training programs. We will announce the partnership prominently on our login page and create a dedicated Sourcewell Partners advertisement on our website. This page will feature the Sourcewell logo, procurement solicitations, the Master Agreement, and product and services pricing summaries. The marketing teams will collaborate to launch an initial campaign aimed at promoting the usage of the Sourcewell agreement. 60 Days – Enhanced Communication and Engagement: Integration of the Sourcewell value propositions into our lead generation and sales processes to underline the unique benefits of this partnership. Establishment of a Contracting Center of Excellence (C.O.E.) to handle complex contracting requirements and co-selling processes. Roll-out of Phase 1 of our marketing campaign, including strategic placements of the Sourcewell logo on relevant marketing materials, and leveraging email campaigns to promote the agreement. 90 Days – Review and Expansion: We will review the effectiveness of our strategies and make necessary adjustments to enhance messaging and contracting practices. Collaborative development of webinars for knowledge sharing on contracting best practices under Sourcewell. Proactively identify upcoming expiring contracts to promote the renewal through Sourcewell, highlighting the time and cost savings. Beyond 90 Days – Continuous Promotion and Success Sharing: Our marketing team, leveraging every functional area from digital advertising to customer engagement, will continue to promote the PowerDMS by NEOGOV brand alongside the Sourcewell partnership. This includes: Immediate inclusion of Sourcewell on our marketplace webpage visible to all site visitors. Development of a specialized landing page detailing the benefits of our partnership, supported by ongoing promotions through newsletters, social media, and press channels. Distribution of printed materials at trade shows, and the creation of case studies showcasing the successful use of Sourcewell by our customers. This structured and multi-faceted marketing strategy ensures that every phase of the partnership lifecycle is optimized for visibility, engagement, and customer success, firmly establishing NEOGOV and PowerDMS by NEOGOV as leaders in leveraging cooperative contracts for enhanced service delivery in public safety and workforce management.
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing team uses a comprehensive and enterprise-level technology stack to ensure our marketing campaigns are both targeted and effective. Some examples of the technology we leverage include: HubSpot, Oracle (Eloqua), Google Analytics, BrightEdge, SEMrush, Sprout Social, Salesforce, and more. In 2025, our key marketing objectives center around Brand (market presence, total impressions, reach, etc.), Data (integrating our technology to effectively and efficiently run campaigns, ultimately yielding a higher ROI on our marketing efforts), and ABM (account-based marketing to segment and send hyper-relevant messages and information to our prospects and customer base). We are heavily focused on lead quality in our continued efforts to measure and improve all marketing campaigns we execute. Our team of growth marketing specialists, content creators, product marketing managers, creative directors -- and more -- spend their hours invested in optimizing our marketing campaigns to generate maximum exposure and positive results. Across all of our branded LinkedIn accounts, we have over 60,000 captive followers interested in our products, thought leadership, event presence, and more. Through targeted outreach to these industry leaders, we regularly share our latest information - awarded contracts, included. This channel (and others) provide a direct outlet to engaging with and sharing our latest information with public safety agencies nationwide.

40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We believe that Sourcewell plays a critical role in promoting agreements arising from this RFP by providing a credible platform that streamlines procurement processes for government, education, and non-profit agencies. Sourcewell's 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. To effectively integrate the Sourcewell-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. Marketing materials will be updated to highlight the advantages of purchasing through Sourcewell, 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 Sourcewell agreement on our website, including a dedicated landing page. 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 Sourcewell agreement, allowing us to continuously refine our integration strategy. This comprehensive approach ensures that the Sourcewell agreement is seamlessly woven into NEOGOV's sales processes, providing clear benefits to clients and driving effective service adoption.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NEOGOV offers a variety of training programs to Sourcewell participating entities. During the initial implementation, NEOGOV provides online training for 'core' staffing personnel users. This is a approach, meaning that we train a select group of users who then train the rest of the community on organization-specific practices. This approach is standard and leads to a lower price of training while delivering an equivalent result. If your organization would like to have NEOGOV train users outside of the community, we can certainly add those sessions for an additional charge. 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.	*

43	Describe any technological advances that your proposed solutions offer.	NEOGOV's proposed solutions consistently integrate the latest technological advances to enhance functionality and user experience. Key features include: Cloud-Based Platforms: Ensuring accessibility and security, our solutions are hosted on highly secure, accessible cloud platforms. Automated Workflows: Utilizing automation to streamline processes, increase efficiency, and reduce human error. Mobile Functionality: Extensive mobile support allows users to manage tasks and access information on-the-go. Advanced Security Measures: Including data encryption, role-based access controls, and regular security audits to protect sensitive information. Real-Time Analytics: Offering sophisticated analytics tools that provide actionable insights, helping organizations make data-driven decisions. E-Signature and Compliance Tracking: Integrated electronic signature capabilities streamline approvals while compliance tracking features ensure regulatory adherence. Integration Capabilities: Seamless integration with existing systems to enhance data consistency and workflow efficiency. Continuously innovating, NEOGOV is committed to integrating and creating new advancements, ensuring that our technology not only meets current client needs but also anticipates future demands. This commitment to innovation ensures our solutions are at the cutting edge of technological development.
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	NEOGOV's solution is designed with a strong emphasis on data privacy, integrity, storage, and protection. The organization has a data privacy policy in place, which can be accessed at https://www.neogov.com/privacy-policy. In terms of data integrity and storage, NEOGOV employs robust encryption measures. All data is encrypted at rest using AES 256 bit encryption. The databases employ both and to secure data, utilizing FIPS-140-2 validated encryption modules. Additional encryption at the field level is applied to particularly sensitive PII, providing another layer of security to protect against unauthorized access. NEOGOV also implements detailed Role-Based Access Control (RBAC), allowing granular control over user access based on their roles within the organization. A Super Administrator Role permits designated users to customize permissions as needed, ensuring that access levels are carefully managed and aligned with organizational security policies. Multifactor Authentication (MFA) is compulsory for all privileged access to systems, applications, and sensitive data, adding an extra layer of security by requiring multiple forms of verification. In terms of adherence to industry standards, NEOGOV is SOC2 Type II, All 5 principles and NIST 800.53 Moderate certified with control mappings to HIPAA and CJIS. The NEOGOV Cloud is flexible and allows for a wide range of data to be uploaded, including PHI data for certain modules like Benefits or e-Forms. NEOGOV's data backup and retention policies and practices meet HIPAA requirements. However, it's important to note that NEOGOV is currently HIPAA security compliant but not privacy compliant. NEOGOV's systems can be compliant with NIST SP 800-171 and/or CMMC Level 2 standards. However, NEOGOV is currently not compliant with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH) and has no plans to do a HITECH audit at this time. In conclusion, NEOGOV's solution is designed with a strong focus on data privacy, integrity, storage, and protection, and adheres to a number of industry standards, including HIPAA and CJIS.

45	Describe your data backup and recovery solutions.	NEOGOV employs robust data backup and recovery solutions. Full backups of certain application and database components are performed on a weekly basis and incremental backups are performed daily. Database transaction logs are backed up every three minutes. In the event of a disaster, NEOGOV has the flexibility to resume operations in a cloud and/or a new data center as needed. NEOGOV's target is to limit data loss to no more than 30 minutes, with backups stored offsite and processes in place to minimize customer data loss. All customer data is stored on disk storage that is mirrored across different storage cabinets and controllers. All customer data, up to the last committed transaction, is automatically backed up on a nightly basis. Additionally, data is continuously backed up online in real-time to the secondary data center. In case of primary data center outage, operations can be switched to a geographically remote secondary data center within minutes, allowing for DNS failover. In the event that both geographically separated data centers which house NEOGOV production equipment are destroyed, procedures are in place to reconstruct all necessary data center infrastructure to run NEOGOV applications. Those procedures include detailed plans of rebuilding the infrastructure and restoring live offsite backups at an alternate location. The entire plan is reviewed and updated regularly, and full disaster recovery testing is performed on a bi-annual basis.
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	NEOGOV's solutions are designed to be highly interoperable and integrate seamlessly with other software systems. Our system allows for data import and export in standard file formats, including .html and .txt, and we can create an interface file to load into your financial software. These interfaces are vendor agnostic and specified to your needs. We also offer APIs and SFTPs for interfacing and integrating with other systems. Our system is also capable of integrating with applicant tracking systems, video interviewing software, and third-party testing vendors. Furthermore, our system is designed to flow all changes made throughout all proposed system modules without the need for duplicate data entry. We also support integration with other authentication and authorization systems, specifically SAML 2.0 compliant Identity providers. Lastly, our system is designed to be scalable, allowing for the accommodation of new modules, applications, or third-party systems as the customer's needs evolve.
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	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.
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NEOGOV has not received any third-party issued eco-labels, ratings, or certifications specifically related to energy efficiency, life-cycle design (cradle-to-cradle), or other green/sustainability factors for the solutions included in this proposal. Our commitment to sustainability is primarily demonstrated through internal operations and features of our solutions that promote reduced resource usage, such as cloud-based systems that minimize the need for physical infrastructure and digital workflows that reduce paper consumption. While we continually strive to enhance our sustainability initiatives, obtaining specific eco-labels or certifications remains an area for future development. We are actively exploring opportunities to align our solutions with recognized environmental standards and certifications to not only improve our impact but also to better serve our clients in their sustainability goals.
49	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	NEOGOV offers the most comprehensive suite of products and services tailored specifically for the workforce management needs of public safety entities. 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 Sourcwell participating entities.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	n/a	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	n/a	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	n/a	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	n/a	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	n/a	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	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.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	No, NEOGOV does not offer leasing or financing options for educational or governmental entities.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with Sourcewell 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 Sourcewell 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 Sourcewell participating entities. Together, these documents form the foundation of our procurement process, ensuring that every Sourcewell transaction is governed by clear, standardized terms that support operational efficiency and compliance. Both documents are attached as part of our submission for Sourcewell's review and approval.	*
62	Explain your licensing process and the service agreements required of end users.	NEOGOV's licensing process and service agreements for end users are structured to ensure compliance, clarity, and consistency across all engagements. Licensing Process: NEOGOV provides its Software-as-a-Service (SaaS) applications through a subscription-based licensing model. Customers purchase access to NEOGOV's platforms via an Order Form, Service Order, or Statement of Work (SOW), detailing the specific services, pricing, and subscription term. The SaaS subscription grants a limited, non-exclusive, non-transferable right to use the software for internal, non-commercial purposes. This access is granted only to Authorized Users, defined as employees, agents, contractors, or consultants of the customer for whom access has been purchased. Unless specified otherwise, subscriptions commence on the Effective Date (either the date of the signed Order Form or the first use of the services) and remain active for twelve (12) months, renewing automatically unless canceled with at least 30 days' notice. Service Agreements for End Users The NEOGOV Services Agreement outlines the terms of use, obligations, and responsibilities of customers and their authorized users. Key elements include: Customer Responsibilities – Customers must manage their Authorized Users, ensure compliance with applicable laws, and prevent unauthorized access to the system. They are responsible for any data uploaded into the platform and must adhere to security and privacy regulations. Restrictions on Use – Users may not sell, resell, sublicense, or distribute the services, attempt to reverse engineer the software, or use the system for unauthorized purposes such as storing or transmitting malicious content. Subscription Fees and Payment Terms – Customers are required to pay annual fees in advance, with late payments subject to penalties. Any increase in user count may result in additional subscription fees. Data Processing and Security – NEOGOV maintains commercially reasonable security safeguards for customer data. Customers retain ownership of their data but grant NEOGOV the right to process and store it for service functionality. Support and Maintenance – NEOGOV provides customer support via phone and online request submissions, as well as updates and upgrades to improve service functionality. Termination and Compliance Audits – NEOGOV reserves the right to suspend services if the agreement terms are violated or payments are overdue. Compliance audits may be conducted to verify adherence to contractual obligations. These agreements ensure that all users operate within clearly defined parameters, allowing for secure, effective, and compliant use of NEOGOV's services.	*

ATTACHMENT A

63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we do accept P-cards and no, there is not an additional fee for Sourcwell participating entities to use this process.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Methodology: NEOGOV employs a tiered pricing model based on the Full-Time Employee (FTE) count of an organization. This structure ensures scalability and cost-effectiveness for public safety agencies of all sizes. Calculating FTE for Pricing: FTE count for the purposes of pricing NEOGOV products is calculated as 1 FTE for every FTE, 1/2 FTE for every part time employee, and 1/3 FTE for every seasonal employee. Other Pricing Methodologies: There are a few exceptions to the tiered-pricing methodology as noted in the provided price book for Sourcwell where the unit that is used for pricing purposes is different than the employee count of the organization. For example, Engage for 911 call centers is priced based on the estimated number of CAD dispatches per year, not the number of employees. An effort to made to make these distinctions obvious in the price book when looking at the product descriptions on a line item basis. Line-Item Pricing: Each product and pricing tier in the provided price book for Sourcwell has a specific SKU, description, and MSRP (Manufacturer's Suggested Retail Price) based on the number of FTEs in an organization. Tiered Discounts: The per-FTE cost decreases as agency size increases, making solutions more affordable on a per-employee basis for larger organizations. Discounted Pricing: Discounted pricing is available for Sourcwell participating entities, ensuring competitive rates compared to standard list pricing. Setup Costs: All software license purchases require a corresponding one-time setup/onboarding purchase.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The submitted pricing proposal lists the MSRP for the NEOGOV solutions. As a Sourcwell 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.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	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.	*

ATTACHMENT A

67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NEOGOV is committed to providing transparent and flexible pricing for "sourced" products and related services that fall outside the standard Sourcwell contract. These non-contracted ("open market") items may include custom integrations, additional implementation services, specialized training, extended support packages, or third-party software add-ons. To ensure fair and competitive pricing, NEOGOV offers the following structured approach: Quote-Based Pricing Model – NEOGOV will provide a formal quote for all non-contracted items based on the specific needs of the participating entity. This quote will include a detailed cost breakdown, scope of work, and estimated timeline, ensuring full transparency before approval. Custom Pricing for Specialized Services – NEOGOV offers custom professional services such as: Advanced API integrations with third-party systems. Tailored implementation support beyond standard onboarding. Custom workflow configurations to meet agency-specific needs. On-site training programs for large-scale deployments. These services are priced separately and will be quoted on a per-project basis, ensuring alignment with agency requirements. Pre-Approved Service Tiers for Efficiency – To streamline procurement, NEOGOV can provide pre-approved service packages for additional training, consulting, or system configuration, allowing agencies to quickly obtain supplemental services without a lengthy procurement process. Compliance with Sourcwell Procurement Standards – NEOGOV will work closely with Sourcwell participating entities to ensure all purchases align with procurement policies, providing clear documentation and justifications for any non-contracted items. This approach ensures that agencies can access additional services and enhancements as needed, while maintaining compliance, cost transparency, and procurement efficiency.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All licenses, setup, training, and optional services have been included in our pricing submission. Our proposal provides complete pricing for all NEOGOV and PowerDMS 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 Sourcwell participating entities.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	NEOGOV's is a cloud based software system, no freight or shipping of physical equipment is required.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	NEOGOV's is a cloud based software system, no freight or shipping of physical equipment is required.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	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 Sourcwell participating entities.	*

ATTACHMENT A

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NEOGOV employs a comprehensive self-audit process to ensure full compliance with our proposed agreement with Sourcewell, including proper pricing for all Sourcewell participating entities. A dedicated procurement team manages all procurement vehicles, including Sourcewell, 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 Sourcewell's pricing structure. 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. This rigorous, multi-level oversight guarantees that all pricing and contractual terms remain accurate, transparent, and compliant. Our internal controls ensure that Sourcewell 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 Sourcewell-related transactions. This process reflects our commitment to delivering transparent, reliable, and compliant procurement solutions.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	NEOGOV utilizes key internal metrics to measure the success of our agreements, ensuring efficiency, cost savings, and value for Sourcewell participating entities. We track the number of deals processed through purchasing vehicles to assess adoption and utilization rates, providing insight into how effectively agencies leverage the agreement. Additionally, we monitor the total dollars saved by eliminating the need for third-party intermediaries, demonstrating the direct financial benefits of using the Sourcewell contract. By analyzing these cost savings, we ensure that agencies receive the most competitive pricing while streamlining procurement processes. Our team also evaluates overall contract performance by assessing customer engagement, deal velocity, and renewal rates to maintain continuous improvement. These metrics allow us to refine our approach, enhance customer experience, and ensure alignment with Sourcewell's goals. Through data-driven decision-making and ongoing performance tracking, NEOGOV remains committed to maximizing the success of this agreement for all participating entities.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	NEOGOV proposes a 2% administration fee for all sales made under the Sourcewell agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The submitted pricing proposal lists the MSRP for the NEOGOV/PowerDMS solutions. As a Sourcewell 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.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *
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76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	NEOGOV offers a suite of integrated solutions tailored to meet the various operational needs of 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: Policy: A secure, cloud-based repository to manage policies and procedures across their entire lifecycle. Develop, review, approve, distribute, and track every policy with confidence, knowing that only one published version exists Training: Create, distribute, and track electronic training courses to reduce the cost and complexity of in-person training. Recall: Designed to reinforce employees' knowledge and recall of policy content, using AI-generated digital flashcards, created from your own job-critical documents in PowerPolicy. . Standards: Accreditation software that streamlines the management of policies and compliance documentation. Action: Facilitates documentation, management, and review of on-duty actions like pursuits and use-of-force through customizable forms and streamlined workflows2. IA: Track, manage, and report on internal investigations and complaints with secure, end-to-end case management software that integrates directly to PowerPolicy. Vitals: Document multiple indicators, quantify officer stress, and equip supervisors with customizable plans to support regular check-ins and healthy conversations with officers in need of assistance. Line: A public safety employee wellness and wellbeing mobile application designed to allow for fully anonymous engagement with curated content and a nationwide network of peer support volunteers. Ready: Assists agencies in managing, tracking, and measuring training for employees entering new career phases with real-time data and pre-built programs. Time: A workforce management platform that covers scheduling, timekeeping, training, and shift bidding tailored for the specific needs of public safety. Schedule: A next generation workforce management platform designed to meet the nuanced scheduling needs of larger agencies across multiple jurisdictions. Engage: A citizen engagement and feedback software solution for public safety agencies designed to keep citizens informed, measure citizen satisfaction and boost employee morale. Vetted: A background investigation software solution available fully integrated into NEOGOV Insight's applicant tracking system to manage the vetting process of candidates for public safety employment. Attract: A candidate relationship management tool fully integrated into NEOGOV Insight's applying tracking system that helps agencies source qualified public safety applicants faster. Insight: An applicant tracking system that eliminates the burden of manual processes for both your HR team and candidates streamlining complex public safety hiring. Onboard: Software that improves new hire onboarding with digital paperwork for new employees, more visibility, and agency-wide efficiency. Learn: Configurable learning management software that allows you to offer more training, reduce barriers to learning, and accommodate numerous learning styles. Perform: Performance management software that automates annual and probationary employee evaluations, allowing your HR team and department heads to identify skills gaps and areas of improvement in their employees. Eforms: A platform for storing and centralizing electronic employee files, creating electronic forms, converting existing forms, and building routing and approval workflows in a secure repository. CoreHR: A central hub for all employee data. Manage details like job titles, contact information, position(s), work rules, employee status, and much more.
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		Time and Attendance: An employee time tracking tool that helps you manage worked hours, overtime, and time off. Payroll: Software to automate payroll processes while adhering to regulatory, union, and budgetary requirements. Payroll Services: Services provided by NEOGOV to handle ACH processing with direct deposit, child support and vendor payments. NEOGOV Payroll Services also include tax filings and payments as well as year-end paperwork like W2, 1095 reporting, printing and mailing. Benefits: Software to streamline the management of employee benefits programs including health insurance, retirement plans, like 457(b) and pensions, and a wide range of other perks. Integrations and Add-on: NEOGOV offers a variety of 3rd party integrations and 3rd party integrated products that enhance the value of NEOGOV products, specifically related to agency recruitment and products that are enhanced by access to read-only CAD/RMS data.	
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Here are the subcategories that best describe our products: -Incident tracking response and reporting, unit assignments and staffing, training activities, etc. -Operational management (scheduling, training, compliance, etc.) -Law enforcement case management	*

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☒ We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	☐ Yes ☐ No		*
79	Mapping	Vertical location, indoor, outdoor	☐ Yes ☐ No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	☐ Yes ☐ No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	☐ Yes ☐ No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	☐ Yes ☐ No		*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	☐ Yes ☐ No		*

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☒ We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	☐ Yes ☐ No		*
85		Operational management (scheduling, training, compliance, etc.)	☐ Yes ☐ No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	☐ Yes ☐ No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	☐ Yes ☐ No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	☐ Yes ☐ No		*
89		Digital and physical evidence management	☐ Yes ☐ No		*
90		E-citation systems	☐ Yes ☐ No		*
91		Law enforcement case management	☐ Yes ☐ No		*

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		☐ Yes ☒ No	n/a	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	☒ Yes ☐ No	The NEOGOV products associated with this category/subcategory are: Action, Ready, Learn, Policy, Training as add on to Policy, Attract, Insight, and Onboard.	*
94	Mapping	Vertical location, indoor, outdoor	☐ Yes ☒ No	n/a	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	☐ Yes ☒ No	n/a	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	☐ Yes ☒ No	n/a	*

97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	☐ Yes ☒ No	n/a	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	☐ Yes ☒ No	n/a	*
99	Category 2 - Public Safety Response Agency Operations		☐ Yes ☒ No	n/a	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	☐ Yes ☒ No	n/a	*
101		Operational management (scheduling, training, compliance, etc.)	☒ Yes ☐ No	The NEOGOV products associated with this category/subcategory are: CoreHR, Benefits, Time and Attendance, Payroll, Payroll Services, Perform, Learn, Eforms, Onboard, Insight, Attract, Integrations, Policy, Ready, Time, Schedule, Vetted, Standards, Engage, Line, IA, Vitals, Action, and Recall.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	☐ Yes ☒ No	n/a	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	☐ Yes ☒ No	n/a	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	☐ Yes ☒ No	n/a	*
105		Digital and physical evidence management	☐ Yes ☒ No	n/a	*
106		E-citation systems	☐ Yes ☒ No	n/a	*
107		Law enforcement case management	☒ Yes ☐ No	The NEOGOV product associated with this category/subcategory is: IA	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - *Sourcewell NEOGOV Pricebook_3 4 25.xlsx - Tuesday March 04, 2025 14:39:41
- [Financial Strength and Stability](#) - KPMG audit letter.pdf - Tuesday March 04, 2025 05:35:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Sourcewell Exceptions (1) (1).pdf - Tuesday March 04, 2025 05:37:45
- [Upload Additional Document](#) - RFP_030425_Public_Safety_Software_Master_Agreement NEOGOV redlines rmm 2.7.2025 (2) (1).docx - Tuesday March 04, 2025 13:08:44

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joshua Snyder, Vice President of Strategic Partnerships, Governmentjobs.com Inc., dba NEOGOV

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	☒	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	☒	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	☒	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	☒	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	☒	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	☒	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	☒	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	☒	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	☒	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	☒	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	☒	1
Addendum_1_Public Safety_Software_030425 Fri January 17 2025 10:38 AM	☒	1



PowerDMS/NEOGOV #030425-PDMS

Pricing for contract #030425-PDMS offers Sourcewell participating agencies the following discounts:

- 5% discount off the listed MSRP for Sourcewell Members

Exhibit B:
Insurance Requirements
(Services)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “**occurrence**” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be

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provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the City of Stockton, but this provision applies regardless of whether or not an endorsement has been issued.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not an endorsement has been issued.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Does Not Apply to Commercial General Liability)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
501 W Weber Avenue
Building 1, 4th Floor
Stockton, CA 95203



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-640974	Order #:	Q-493120
Customer:	Stockton, City of (CA)	Valid Until:	6/30/2026
Effective Employee Count:	1,749		
Sales Rep:	Jonny Carver		
Customer Contact			
Billing Contact:	Stockton, City of (CA) IT Invoices - Stockton	Shipping Contact :	Stockton, City of (CA) Andrelyn Petate
Billing Address:	501 W. Weber Avenue, Building 2 Stockton, CA 95202	Shipping Address:	501 W. Weber Avenue, Building 2 Stockton, CA 95202
Billing Contact Email:	itinvoices@stocktonca.gov	Shipping Contact Email:	andrelyn.petate@stocktonca.gov
Billing Phone:	(209)937-8233	Shipping Phone:	(209)937-7570
Payment Terms			
Payment Term:	Net 60	Notes:	All existing products synced to same date
PO Number:			Adding Biddle Criticall and TestGenius Proctoring
Subscription Service			

August 2026 (with proration to cotermin
Insight)

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Position Import Subscription	Recurring	8/24/2026	8/23/2027	1,749	Employee Based	\$3,699.26
Learn Subscription	Recurring	8/24/2026	8/23/2027	1,749	Employee Based	\$57,225.50
Candidate Text Messaging Subscription	Recurring	8/24/2026	8/23/2027	1,749	Employee Based	\$2,981.30
Biddle Online TestGenius Subscription	Recurring	8/24/2026	8/23/2027	1	Employee Based	\$9,579.66
Onboard Subscription	Recurring	8/24/2026	8/23/2027	1,749	Employee Based	\$26,355.21
Attract Subscription	Recurring	8/24/2026	8/23/2027	1,749	Employee Based	\$29,839.17
Insight Subscription	Recurring	9/21/2026	8/23/2027	1,749	Employee Based	\$27,520.12
Biddle Online CritiCall Subscription	Recurring	8/24/2026	8/23/2027	48	Usage Based	\$16,000.00
Biddle Online CritiCall Setup	Services			48	Usage Based	\$0.00
Biddle TestGenius Proctoring	Recurring	8/24/2026	8/23/2027	3,000	Quantity Based	\$18,000.00
August 2026 (with proration to cotermin Insight) TOTAL:						\$191,200.22



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



August 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Position Import Subscription	Recurring	8/24/2027	8/23/2028	1,749	Employee Based	\$3,921.22
Learn Subscription	Recurring	8/24/2027	8/23/2028	1,749	Employee Based	\$61,231.29
Candidate Text Messaging Subscription	Recurring	8/24/2027	8/23/2028	1,749	Employee Based	\$3,160.18
Biddle Online TestGenius Subscription	Recurring	8/24/2027	8/23/2028	1	Employee Based	\$10,154.44
Onboard Subscription	Recurring	8/24/2027	8/23/2028	1,749	Employee Based	\$28,200.07
Attract Subscription	Recurring	8/24/2027	8/23/2028	1,749	Employee Based	\$31,629.52
Insight Subscription	Recurring	8/24/2027	8/23/2028	1,749	Employee Based	\$29,617.39
Biddle Online CritiCall Subscription	Recurring	8/24/2027	8/23/2028	48	Usage Based	\$16,000.00
Biddle TestGenius Proctoring	Recurring	8/24/2027	8/23/2028	3,000	Quantity Based	\$18,000.00
August 2027 TOTAL:						\$201,914.11

August 2028

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Position Import Subscription	Recurring	8/24/2028	8/23/2029	1,749	Employee Based	\$4,156.49
Learn Subscription	Recurring	8/24/2028	8/23/2029	1,749	Employee Based	\$65,517.48
Candidate Text Messaging Subscription	Recurring	8/24/2028	8/23/2029	1,749	Employee Based	\$3,349.79
Biddle Online TestGenius Subscription	Recurring	8/24/2028	8/23/2029	1	Employee Based	\$10,763.71
Onboard Subscription	Recurring	8/24/2028	8/23/2029	1,749	Employee Based	\$30,174.07
Attract Subscription	Recurring	8/24/2028	8/23/2029	1,749	Employee Based	\$33,527.29
Insight Subscription	Recurring	8/24/2028	8/23/2029	1,749	Employee Based	\$31,838.69
Biddle Online CritiCall Subscription	Recurring	8/24/2028	8/23/2029	48	Usage Based	\$16,000.00
Biddle TestGenius Proctoring	Recurring	8/24/2028	8/23/2029	3,000	Quantity Based	\$18,000.00
August 2028 TOTAL:						\$213,327.52



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NEOGOV

Total: | \$606,441.85

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. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions located at <https://www.neogov.com/service-specifications> (the "NEOGOV Site"), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference. Find a copy of our [W-9 here](#).

Special Condition:

The Services purchased pursuant to this Order Form are being procured through NEOGOV's Sourcewell contract #030425-PDMS and are subject to the most recently published version of the NEOGOV Services Agreement set forth here: <https://www.neogov.com/service-specifications>. The Services provided to Sourcewell member # 26357 are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Stockton, City of (CA)

Signature: Johnny Ford

Printed Name: Johnny Ford CT

Title: City Manager

Date: 6/30/2026

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signed by:

Signature: Brian Gelston

A4D2736519A94EE...

Printed Name: Brian Gelston

Title: Revenue Accounting Manager

Date: 7/1/2026 | 10:06:38 AM PDT

NEOGOV LEGAL
RB
3:21 pm, Jun 25 2026

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.