



Submit by Email

Print Form

Lucas County Information Services Checklist for Hardware/Software/Services

Department:

Funding Account & Description:

Vendor:

State Term Contract ID

Requestor:

Req. Date:

Type of Request (check all that apply):

- Hdw SW Services/New
- Purchase Lease Subscription
- Services/Support Renewal
- Original Purchase Date

Description or Nature of Request and for whom this is intended:

| Hdw/SW/Service Item Descr | Quote # | Wrnty Term | Qty | Unit Cost | Support Cost | Total Cost |
|---------------------------|---------|------------|-----|--------------|--------------|--------------|
| CivicHR Software | | | 1 | \$ 27,976.00 | | \$ 27,976.00 |
| | | | 0 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | | | 0 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | | | 0 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | | | 0 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | | | 0 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

Total Request

Business Reason or Justification:

CivicHR - Applicant Tracking and Performance Management Software to be used by County HR Dept. and JFS. JFS will pay for 1/2 of the cost through OMB.

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Planned Location: If Other please specify:

Network Connection Required? Yes No N/A

LCIS installation assistance needed? Yes No Date:

LCIS on-going support required? Yes No N/A

ITB or RFP completed? Yes No N/A

LCIS Management review completed? Yes No Exclusion

DP Board Approved? Yes No Exclusion

Date of Approval:

Comments:

Prepared by Karen Schnitkey *KS 8/11/16.*

Reviewed and approved by Jason Gears *JG 8-10-2016*

CivicHR Statement of Work

| | | | | | |
|--|------------------------------|--------------------|--|-----|-------|
| Organization | Lucas County, OH | URL | http://co.lucas.oh.us/ | | |
| Street Address | One Government Center | | | | |
| Address 2 | Suite 450 | | | | |
| City | Toledo | State | OH | Zip | 43604 |
| CivicHR provides in software support 24/7/365 through a Knowledge Base and Help Request. Telephone support for all trained clients is available from 7am – 7pm Central Time, Monday-Friday (excluding holidays). | | | | | |
| Authorized Emergency Contact & Mobile Phone | James Meadows / 419-213-4543 | | | | |
| Authorized Emergency Contact & Mobile Phone | XX | | | | |
| Authorized Emergency Contact & Mobile Phone | XX | | | | |
| Billing Contact | James Meadows | E-Mail | JAMeadows@co.lucas.oh.us | | |
| Phone | 419-213-4543 | Ext. | XX | Fax | XX |
| Billing Address | One Government Center | | | | |
| Address 2 | Suite 450 | | | | |
| City | Toledo | State | OH | Zip | 43604 |
| Tax ID # | XX | Sales Tax Exempt # | XX | | |
| Billing Terms | XX | Account Rep | Steve Franks | | |
| Info Required on Invoice (PO or Job #) | XX | | | | |
| Contract Contact | James Meadows | Email | JAMeadows@co.lucas.oh.us | | |
| Phone | 419-213-4543 | Ext. | XX | Fax | XX |
| Project/Product Contact | James Meadows | Email | JAMeadows@co.lucas.oh.us | | |
| Phone | 419-213-4543 | Ext. | XX | Fax | XX |

Annual Services Include the Following:

| Hosting | Application & Modules | Support |
|---|---|---|
| Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Fire Protection and Suppression Cooling On-site security 24x365 AC power delivery via distributed redundant UPS systems, with 48 hours' worth of generator fuel and contracts with multiple fuel providers Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware | Install Service Patches for OS Upgrades Enhancements Fixes Improvements Integration Testing Development Usage License | 7:00am – 7:00pm Central, Mon-Fri, excluding holidays, for authorized contact(s) Usability improvements Integrate new & upgraded services Proactive support for updates & fixes Training Resources |

| Premium Package | First Year Fee | Annual Recurring Fee |
|---|-------------------|----------------------|
| Applicant Tracking Subscription <ul style="list-style-type: none"> Nine (9) customized online applications; Job & Candidate Routing; Approval Workflow; Job Alerts; Base Minimum Qualifications; Email Templates; Client Control Settings; Multiple User Roles (Permission Based); Unlimited number of Admin Users; Unlimited number of Hiring Manager Users; Implementation & Set Up | \$19,981 | \$10,912 |
| Performance Management <ul style="list-style-type: none"> Client Defined Evaluation Factors; Community Wide Factors; Linked Objectives to Roles; Centralized Performance Notes & Documentation; Customizable Multi-Appraiser Setup; Reporting; Implementation & Set Up 1,000 Employees | \$12,932 | \$9,135 |
| CivicHR Onsite Consulting – Expert assistance to not just upgrade your tools but also streamline your processes. Includes all applicable materials, consultant fees and travel expenses. Four (4) days included. | \$9,000 | n/a |
| CivicHR Onsite Training – Expert training onsite to perform Train-the-Trainer, as well as group training for your teams. Includes all applicable materials, consultant fees and travel expenses. Two (2) days included. | INCLUDED | n/a |
| CivicHR Webinar Training – Sixteen (16) hours personalized webinar training in the first year for each module; Four (4) hours personalized webinar training each future year for each module | INCLUDED | INCLUDED |
| Subtotal | \$41,913 | \$20,047 |
| Discount : Current Website Customer & Multi-module Discount | (\$13,937) | (\$6,960) |
| Total | \$27,976 | \$13,087 |

** Pricing is locked in for the first three (3) years of contract length. Each subsequent year this Agreement is in effect a technology investment and benefit price increase not to exceed 3 percent (%) of the total Annual Subscription costs per year may be applied. See "Agreement Renewal" below for more details.

Subscription Terms & Conditions

Client Deliverable

- Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will provide a subscription to CivicHR human resources software ("CivicHR") for Lucas County, OH ("Client") that includes all functionality as defined within this form and referenced materials attached hereto.

Additional Services

- Client may contract with CivicPlus for additional software Modules, Consulting, Website Design, Setup, Site Modification, Training Services, Additional Page and/or Graphic Design that exceed those defined herein. CivicPlus will invoice Client for the additional services prior to project Go-Live unless otherwise specified. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
- Client may contract with CivicPlus for additional Annual Services that exceed those defined herein. CivicPlus will invoice Client for Annual Services prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

4. Billing for Year One amount upon contract signing.
5. Total First Year invoice is due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
6. Invoicing for Year 2 Annual Services begins one (1) year from contract signing.
7. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
8. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
9. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
10. Provided the Client's account is current, at any time the Client may request an electronic copy of all importable/exportable data, and all archived hosted information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of Customer Content.

Agreement Renewal

11. Contract is valid for three (3) years, with the option for one (1) year renewals thereafter. Either party may terminate the Annual Services Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
12. In the event that neither party gives 60 days-notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
13. Each year this Agreement is in effect, a technology investment and benefit price increase not to exceed 3 percent (%) of the total Annual Services costs per year may be applied. Renewal pricing with increase information will be provided at least 90 days prior to agreement renewal.

Support

14. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for authorized callers. Client is responsible for providing CivicPlus with authorized caller contact updates.
15. Support includes providing technical support of the CivicHR software and technical maintenance of Client's Career Portal website. Following initial setup, additional setup support may be contracted separately for an additional fee.
16. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the CivicHR software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.

Marketing

17. Client permits CivicPlus to include an example of the Client's Career Portal page and a link to the Client's website on the CivicPlus corporate website.
18. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
19. Client allows CivicPlus to display a "CivicHR" or "Powered by CivicPlus" insignia, and web link at the bottom of hosted pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

20. This Agreement is not a sale of the CivicHR or its associated applications and modules. CivicPlus owns the CivicHR and provides a right of use to the Client during the period of this Agreement. Rights are non-transferable. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the CivicHR software or its associated applications and modules.

21. Upon completion of the system implementation of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
22. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the CivicHR software in any way; (ii) modify or make derivative works based upon the CivicHR software; (iii) create Internet "links" to the CivicHR software or "frame" or "mirror" any CivicHR administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the CivicHR software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the CivicHR software, or (c) copy any ideas, features, functions or graphics of the CivicHR software.
23. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CivicHR software are trademarks of CivicPlus, and no right or license is granted to use them.

Liabilities

24. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
25. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

26. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and e-mail or Fax this Copy
Attn: CivicHR, Contract Management
Email: Wiersma@CivicPlus.com
Fax: 785-587-8951

And – Mail Signed Originals*
CivicHR, Contract Management
302 South 4th Street, Suite 500
Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of signed originals, we will counter-sign and return one copy for your files.

**If a dually signed original copy is required, provide (2) originals by mail along with a self-addressed stamped envelope.