

CONTRACT # 15
RFS # 337.07-6513
FA # Pending
Edison # Pending

**Department of Labor and
Workforce Development
Employment Security**

VENDOR:
Geographic Solutions, Inc.



STATE OF TENNESSEE
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
220 French Landing Drive
Nashville, TN 37243
(615)741-6642

BILL HASLAM
GOVERNOR

KARLA DAVIS
COMMISSIONER

March 12, 2013

Lucian Geise, Director
Fiscal Review Committee
8th Floor, Rachel Jackson Building
Nashville, TN 37243

REF: 337.1076513 Non-Competitive Contract

Dear Mr. Geise:

Outlined below is our justification for a Non-Competitive Contract with Geographic Solutions, Inc. The Tennessee Department of Labor and Workforce Development currently contracts with Geographic Solutions, Inc. to provide the following services under contract numbers FA-1236703, effective September 1, 2011 and FA-1235038, effective November 1, 2011:

1. Labor Market Information (LMI) module
2. Labor Exchange module

We are requesting approval of a new contract with Geographic Solutions, Inc. in order to expand the current labor exchange services and to add new services. The initial term of the new contract is from May 15, 2013 through May 14, 2018. Both existing contracts would be terminated and services included within the new contract agreement. Remote hosting services and disaster recovery services are included.

The current contract modules are delivered through the JOBS4TN website (<https://www.jobs4tn.gov/>) which created a Statewide Jobs Clearinghouse. The site provides jobseekers with a user-friendly, efficient, online system to conduct job search, find labor market information, and access career resources. The job spidering option allows the system to display all online job listings - eliminating the need for jobseekers to visit (and register on) numerous job listing sites. Employers can use the site to post job openings, search for candidates, obtain labor market information, and more.

The JOBS4TN labor exchange module interfaces with the department's eCMATS system. eCMATS was first implemented in 2001 at a cost of over five million dollars and is in critical need of major

modifications to meet current state and federal requirements. It maintains data for several of our departmental programs, including Wagner-Peyser, Workforce Information, Adult Education, and Trade Act Assistance. eCMATS was not designed to handle federal reporting requirements so the department has been contracting with the University of Memphis to provide analysis and reports to meet the federal requirements. We currently have four separate contracts with the University of Memphis that total approximately \$540,000.00 annually. The expansion of the labor exchange module into the full Virtual OneStop (VOS) module will allow us to replace eCMATS and to terminate the University of Memphis contracts.

The Virtual OneStop System provides a complete workforce/employment service system but also integrates re-employment functionality for unemployment insurance claimants with the inclusion of the ReEmployment Exchange (REX) system. In one step, job seekers can apply for unemployment, register in the employment system, and find current job openings sourced from hundreds of web sites within their job market. This interface is designed to reduce the average unemployment benefit claim duration by putting job seekers back to work quickly. Reducing the average benefit duration by one week would have resulted in a Trust Fund savings of **\$35,560,346.50** for the 12-month period of October 2011 through September 2012 (151,025 first pays X \$235.46 weekly benefit amount).

The VOS/REX system will automatically monitor and enforce state and federal job search requirements. It monitors all the unemployment claimant's online job search activities to make sure they are actively looking for a suitable job. VOS also proactively analyzes job search patterns and compares them to preset thresholds to identify claimants that require assistance or are not effectively searching for work. It is a primary goal of our department to more effectively enforce the state's work search requirements.

The JOBS4TN site expansion and additional services would produce one single system for providing workforce services, labor market information and re-employment services in Tennessee. The advantages of one truly integrated system at all levels for all programs include:

1. A common intake for all department programs.
2. Reduce duplication of effort by staff and clients in data entry.
3. Provision of one single sign-on for all departmental clients including individuals.
4. Provide significantly enhanced re-employment functionality for UI claimants.
5. Reduced average duration for claims.
6. Improved service for claimants in the local offices.
7. Automation of work search verification.
8. Automation of weekly certification.

Implementation of the labor exchange expansion/addition to the VOS/REX systems would be completed within six to ten months following contract approval and signing. There is a one-time implementation fee of \$561,000 and annual licensing fee of approximately \$2 million which includes remote hosting services. The annual licensing fee also includes all necessary updates to meet state and federal requirements.

In comparison, the department's current annual costs total just under \$3 million and include:

1. Operational costs of eCMATS (\$453,000)
2. University of Memphis contracts (\$540,000)
3. Maintenance agreements for Labor Exchange and LMI module (\$97,000)

4. Job Spidering (\$243,500)
5. OIR Server Charges for JOBS4TN (\$23,000)
6. Replacement Costs for 4 servers – FY 2014 (\$152,500)
7. Eligible Training Provider website (\$60,000)
8. IT costs for program changes – UI, Wagner-Peyser, WIA, TAA, REA, etc... (\$825,000)
9. Online UI claims filing – AVTEX contract (\$518,000)

Over the five-year period of the contract, we expect cost savings of approximately \$3.1 million.

eCMATS is at the end of its lifespan and is very difficult to maintain. A major system overhaul is required to meet current business needs and will be very costly and time-consuming (will require 1 ½ to 3 years to complete, when resources are available). Based on the project backlog, it will be 2-3 years before a rewrite of this large project could start. In addition, contracting for a new eCMATS system that would provide all the functionality included in the VOS/REX modules would far exceed the \$5 million original cost of eCMATS. It would also be expected to take a minimum of 2-4 years before a system could be designed and implemented.

Intangible savings include staff time savings by providing a full range of one-stop services for individuals, employers, providers, and staff via the internet. Changes to state and federal requirements will be made by the required implementation date. At the present time, it is extremely difficult (and sometimes not even possible) to make all the program modifications before a state or federal law change is effective.

Our department is now operating on a network of systems that have been developed over many years to meet specific needs. These systems are out-dated, inefficient, and are failing to meet the needs of our customers. By expanding the current labor exchange module into the full Virtual OneStop and adding the ReEmployment Exchange service, we could eliminate several systems and contracts and replace them with a state-of-the art operating system that will provide leading-edge integrated services for individuals, employers, training providers, workforce staff, and one-stop partners.

Geographic Solutions, Inc. is a proven leader in workforce development software and has software systems in place in over thirty states. There are seventeen state workforce agencies that have contracts for the entire Virtual OneStop System. We have contracted with Geographic Solutions for ten years and have had no complaints.

Based on the above justification, I am requesting your approval of this non-competitive contract.

Sincerely,



Karla Davis, Commissioner

KD: ld

**Supplemental Documentation Required for
Fiscal Review Committee**

*Contact Name:	Melvin O'Neal	*Contact Phone:	615 532-1071
*Original Contract Number:	N/A	*Original RFS Number:	N/A
Edison Contract Number: (if applicable)	To be assigned	Edison RFS Number: (if applicable)	337076513
*Original Contract Begin Date:	5/15/2013	*Current End Date:	5/14/2018
Current Request Amendment Number: (if applicable)	N/A		
Proposed Amendment Effective Date: (if applicable)	N/A		
*Department Submitting:	Labor and Workforce Development		
*Division:	Employment Security		
*Date Submitted:	March 12, 2013		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:	N/A		
*Contract Vendor Name:	Geographic Solutions, Inc		
*Current Maximum Liability:	9,993,898.39		
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY:	FY:	FY:	FY:
\$N/A	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)			
FY:	FY:	FY:	FY:
\$N/A	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A		
*Contract Funding	State:	243,500.00	Federal: 9,750,398.39

**Supplemental Documentation Required for
Fiscal Review Committee**

Source/Amount:				
Interdepartmental:		N/A	<i>Other:</i>	N/A
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
N/A		N/A		
Method of Original Award: <i>(if applicable)</i>			N/A	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			N/A	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY: 14	FY:15	FY:16	FY:17	FY:18
See attached Contract Section C.3.b.	1,720,454.00	2,007,679.00	2,067,909.37	2,067,909.37	2,129,946.65

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:14	FY:15	FY:16	FY:17	FY:18
See attached Details	(17,619.27)	752,417.47	774,989.99	774,989.99	798,239.70

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost:	FY:	FY:	FY:	FY:	FY:

**Supplemental Documentation Required for
Fiscal Review Committee**

(name of vendor)					

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1)

Service Description	Amount (per compensable increment)
Installation and Acceptance of Managed Labor Exchange and Case Management	\$ 145,000.00 each
Installation and Acceptance of the Reemployment Exchange (REX) Module	\$295,000.00 each
Installation and Acceptance of the Eligible Training Provider Module	\$ 45,000.00 each
Installation and Acceptance of the Adult Education Module	\$48,000.00 each
Installation and Acceptance of the Local Programs Module	\$ 28,000.00 each
Training Maximum 5 days –as requested	1,800.00 per day
Managed Labor Exchange and Case Management (Virtual One-Stop (VOS)) –Module- quarterly license fee	134,375.00 quarterly
Reemployment Exchange (REX)-Module- quarterly license fee	123,750.00 quarterly
Eligible Training Provider-Module- quarterly license fee	11,875.00 quarterly
Adult Education-Module- quarterly license fee	36,875.00 quarterly
Local Programs-Module- quarterly license fee	12,425.00 quarterly
Online Assessments-Module- quarterly license fee	35,562.50 quarterly
Document Management Module and Document Scanning Module	73,750.00 quarterly
LMI Analysis-Module- quarterly license fee	49,729.00 quarterly
Full Job Spidering-Module- quarterly license fee	60,875.00 quarterly

PROJECT PROPOSAL



Agency: Labor and Workforce Development (TDLWD)
Division/Section: Workforce Services/Labor Market Information
Project Name: Virtual One Stop and Re-employment Exchange (VOS/REX)
Project Number: 0 Priority: 0 Year in plan: Input Required

Project Status

Current status as of: January 24, 2013 Current Phase: Initiation/Planning Status: In Progress (provide details in cell below)
Supplemental Budget Request (SBR) was approved for this project but must be expended by September 30, 2013. Analysis has been completed. Project would be an enhancement of the current Jobs4tn.gov site and completely replace the eCMATS system and eliminate several vendor contracts.

IT-ABC Disposition Date: (if Previously Submitted Project) This project is: Input required

Most recent project disposition (if Previously Submitted Project) (from IT-ABC memo)

Project Information

Project Sponsor: IT Contact Name & Phone: Leesa Bray 615-532-5189
Fiscal Year Project Originated in ISP: FY 2013 Fiscal Year Project Started (if applicable): FY 2012
Date Project Proposal Last Revised: Project Type: Input Required
CBA Completed?(Project Cost Estimate & Benefits) Input Required

If no, explain why not in this cell. [All Year 1 and Year 2 project require a project cost estimate.]

This project will result in a(n) (Select all that apply): Intranet Application Internet Application Internal Application
 Geographic Information System (GIS) Enterprise Content Management (ECM)

Digital and Electronic Signatures
This project will utilize: Digital Signatures Electronic Signatures

Citizen Facing
 Citizen Facing Application Citizen Facing Application using State Portal Vendor Not Citizen Facing

Project Scope

Describe the Project Scope below: (what will this project do?)

1.) Will expand the current labor exchange system (Jobs4tn.gov) to a single system for providing workforce services, labor market information and re-employment services. 2.) Eliminate the eCMATS system and the separate vendor contracts for the federal reporting reports for Wagner-Peyser and WIA.

Business Value Proposition: High Value (If the agency disagrees with this assessment, please use row 46 to discuss.)

Business Driver / Strategy (Describe the business driver(s) and how this project aligns with the agency's business strategy)

Improves performance outcomes for federal reporting.

How tightly does this project align with the agency's business strategy: Tightly aligned

PROJECT PROPOSAL



Agency: Labor and Workforce Development (TDLWD)
Division/Section: Workforce Services/Labor Market Information
Project Name: Virtual One Stop and Re-employment Exchange (VOS/REX)
Project Number: 0 **Priority:** 0 **Year in plan:** Input Required

[Provide a brief description of the benefits of this project here.] When entering more text than can be seen in this "field", you must manually adjust the row height. Do not add any rows.

Total (5 Year) Hard Dollar Benefits: \$6,698,190 beginning FY 2014.

Total (5 Year) Soft Dollar Benefits: \$0

The Business Value Proposition has been identified as: High Value . [After completion of data entry in the 'Project Benefits tab' and 'Project Cost Estimate tab', use this space to discuss the agency's view of the projects business value if it is different from what has been identified. You may overwrite this text.]

Project Costs (with Confidence Factor added) (Data in this section is populated by other worksheets.)

Total Initial Cost: \$679,680

Total Initial Dollars Spent To Date: \$0

\$0 of the \$679,680 or 0% of the Initial Dollars left to be spent is for State agency personnel.

Initial Existing Cost left to be spent: \$0

Initial New Cost left to be spent: \$679,680

Average Annual (Operational) Cost: \$1,277,200

Risk Assessment: Medium Risk Project. (If the agency disagrees with this assessment, use row 64 to discuss.)

The business requirements for this project are: Understood & straightforward **Project Length:** 6 - 12 months

Interfaces with other systems? Yes The scope of this project is: Well defined

How many outside agencies or organizations must be coordinated? None

Will there be users outside of state government? Yes If yes, how many?

If yes, also list all known proposed methods of access: (i.e. internet, VPN, SSL, FTP, etc.) internet

How many state users are anticipated? 1000

Agency experience with technology to be utilized: Experience with software, hardware, languages, databases and tools

Business processes, procedures and policies will require: Moderate changes

Changes to the business organizational structure require: Little or no changes

Security: Each agency defines confidential as it pertains to their agency. TCA 47-18-2107 gives a high level definition.

Required level of security: Project will store or use confidential data (i.e. financial data, social security information, etc.)

The Risk Assessment has been identified as: Medium Risk Project. [Please use this space to discuss the agencies view of the risk assessment for this project if it is different from what has been identified. You may overwrite this text.]

Technology Description

Technology Strategy (Describe how this project aligns with the agency's Information Technology Strategy in Chapter 2.)

The current eCMATS system is in need of major modifications to meet current state and federal requirements. The current labor exchange system has proven to be very successful and the enhancements available through VOS/REX will allow the department to meet state and federal requirements quickly and efficiently.

How tightly does the proposed solution align with the agency's Technology Strategy? Tightly aligned

Will this project replace existing applications? Yes If yes, list: eCMATS, internet claims filing

Database Platform: SQL Server

If "Other", list:

Database Server Type: Dedicated Hosting

If "Other", list:

PROJECT PROPOSAL



Agency: Labor and Workforce Development (TDLWD)
Division/Section: Workforce Services/Labor Market Information
Project Name: Virtual One Stop and Re-employment Exchange (VOS/REX)
Project Number: 0 **Priority:** 0 **Year in plan:** Input Required

Application Platform: .Net **If "Other", list:**
Application Server Type: Dedicated Hosting **If "Other", list:**
Server Platform: Other **If "Other", list:** Windows Server 2008 R2

Technology Description: *If multiple platforms are used, use the space below to provide an explanation.*

[Describe here] When entering more text than can be seen in this "field", you must manually adjust the row height. Do not add any rows.

Disaster Recovery Classification: Yes

Identification & Explanation of Critical Dates and/or Mandates

(If the project is the result of a state or federal mandate, please specify the mandate being addressed)

Is this project a mandate?: No

Critical Date	Explanation
September 30, 2013	Federal Funding through an SBR must be expended by this date.

Additional Project comments (optional) *When entering more text than can be seen in this "field", you must manually adjust the row height. Do not add any rows.*

This is an enhancement/expansion of the current labor exchange system.

Date Project Proposal template revised: January 31, 2011

Submission of this Project Proposal to IT-ABC denotes Project Sponsor and Budget/Fiscal Director approval.

Special Contract Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.
Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED

Chief Procurement Officer

Request Tracking #	33710-76513
1. Contracting Agency	Labor and Workforce Development
2. Type of Contract	<input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> No Cost <input type="checkbox"/> Revenue
3. Requestor Contact Information	Linda J Davis <u>Linda.Davis@tn.gov</u> 615-741-2284 615-253-6922
4. Date Requested	5/15/2013
5. Brief Service Caption	Jobs4TN Expansion
6. Proposed Contractor	Geographic Solutions, Inc.
7. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	60 months
8. Maximum Contract Cost – with ALL options to extend exercised	\$ 9,993,898.39
9. Office for Information Resources Endorsement – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Support – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Has the contracting agency procured the subject service before?	
<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, it was procured by... <input type="checkbox"/> RFP <input checked="" type="checkbox"/> Non-Competitive Negotiation <input type="checkbox"/> Another Competitive Method	
13. Will the State incur any substantial cost as a result of the subject agreement? (For No Cost or Revenue Contracts <u>only</u>)	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> Not Applicable
14. Will the State also contract with other parties interested in	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES

Request Tracking #	33710-76513
entering substantially the same agreement?	
<p>Description of Product/Services Contractor Will Provide: Expand the current Jobs4TN.gov site to include enhanced applicant and staff services in the labor exchange module. The enhancements would be included as part of a Virtual One Stop (VOS) module which provides integrated workforce services to individuals, employers, and staff. An additional module called Re-Employment Exchange (REX) provides an interface between the VOS and the unemployment insurance system and includes work search tracking as a part of the system. On one website, job seekers can apply for unemployment, register in the employment system, and find current job openings within their job market. Providing just one website to file a claim, search for a job, and perform weekly certifications will eliminate confusion for our customers, reduce duplicate data entry, is expected to lower assistance call volume, and potentially reduce the length of an average claim by providing job openings information.</p> <p>The contractor will provide hosting and disaster recovery. Software updates and changes to both state and federal law which result in program changes and reports are all covered under the annual maintenance agreement.</p>	
<p>15. Is this product/service currently available on a statewide contract? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</p> <p>If YES, please explain why the current statewide contract is not being used for this procurement.</p>	
<p>16. Summary of State Responsibilities Under Proposed Contract (For No Cost and Revenue Contracts <u>only</u>)</p>	
<p>17. Explanation of Need for or Requirement Placed on the State to Acquire the Service: The current Jobs4Tn site is linked to another internal program called eCMATS. This program has become increasingly difficult & costly to maintain and does not meet federal reporting requirements. eCMATS cost over \$5 million when originally deployed in 2001. Since it will not handle federal reporting requirements, the department currently has four contracts totaling over \$500,000 per year with the University of Memphis to handle the reporting for Wagner-Peyser (W/P), Workforce Information Act (WIA), Trade Act (TAA), and Re-Employment Act (REA). The expansion/enhancement to the Jobs4TN site would eliminate eCMATS (or the need to replace it) and provide a user-friendly, efficient, online system to conduct job search, find labor market information, and access career resources for both individuals and employers.</p>	
<p>18. Proposed Contract Impact on Current State Operations: This contract will eliminate the eCMATS system currently used by the department. It will also eliminate the need for four University of Memphis contracts currently required to meet federal reporting requirements. The expanded system has all federal and state reporting requirements included in the modules. Two current contracts the department has with Geographic Solutions will be cancelled and included in this proposal.</p>	
<p>19. Justification – Specifically explain why the procurement method being requested is required.</p>	
<p>20. Contractor Selection Process and Efforts to Identify Reasonable, Competitive, Procurement Alternatives We did not look for other contractors because we already have the labor exchange portion of the Virtual One Stop module in our Jobs4TN.gov website. Expanding the current system will allow us to merge current services and reports into a single system while greatly expanding services provided to both job seekers and employers.</p>	
<p>21. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution Paul Tommey, President, 1001 Omaha Circle, Palm Harbor, FL 34683</p>	
<p>22. Evidence of Contractor's Experience & Length Of Experience Providing the Service</p> <p>The Agency has been using this contractor since July 2000 and is very pleased with the performance of the services provided. The Virtual One Stop (VOS) module is used by seventeen other states and some form of Geographic Solutions products are in use in more than thirty states. The company was founded in 1992 and designs software solutions specifically for workforce development, employment, and training.</p>	
23. Was there an initial government estimate?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES

Request Tracking #	33710-76513
<p>24. Cost Determination Used- How did agency arrive at the price? Installation and annual license fee for requested modules was provided by the vendor. Cost estimated for 5-year contract period based on annual fees.</p>	
<p>25. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Because the agency already has the labor exchange module (Jobs4tn.gov) and the labor market information module, discussions simply involved requesting a quote on the expansion. A written quote was provided from the vendor that specified the modules.</p>	
<p>26. Explanation of Fair and Reasonable Price- Explain why price is fair and reasonable under the circumstances The expansion of the Jobs4tn.gov site with the purchase of the Virtual One Stop (VOS) and Re-Employment Exchange (REX) modules will replace the eCMATS system used by the state since 2001 as well as replace a number of stand-alone systems (including the current online Unemployment Insurance claim filing site). When eCMATS was originally designed and developed, the initial cost was approximately \$5,000,000. Operational costs are approximately \$450,000 annually and five contracts totaling almost \$540,000 annually are needed to produce the data required for federal reporting and performance management. Developing a new system to handle all the programs included in the VOS/REX modules would require as long as two-three years to design and implement. Updates and maintenance would require ongoing IT support. Since this product is already available, implementation would be six to ten months. The contract proposal includes hosting and disaster recovery and the annual maintenance fee includes system updates as well as changes needed due to federal and state law revisions.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p> 3/5/13</p>	



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Melvin O'Neal
E-mail : Melvin.oneal@tn.gov

DATE : 2/27/2013

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 3371076513

OIR Endorsement Signature & Date:

Mark Bengel
Chief Information Officer

3/4/13³
MHO

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Labor and Workforce Development
Agency Contact (name, phone, e-mail)	
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable- ISP Project# GGGeol-13	
Response Confirmed by IT Director/Staff (name): Leesa Bray/Lisa Howard	

Applicable RFS # 3371076513

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

Virtual One Stop and Re-employment Exchange, See scope of services A.7.-A.11 and Exhibit A

Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification template that has been signed and attached in PDF format.

1. Edison Contract ID #	
2. Contracting Agency Name	Labor and Workforce Development
3. Contractor Name	Geographic Solutions, Inc.
4. Service Caption	New Modules and Software Maintenance and support.
5. Agency Contact (name, phone, e-mail)	Melvin O'Neal, 615 532-1071, melvin.oneal@tn.gov
6. Legal Certification <p>By signing below, the department's legal staff certifies that:</p> <ol style="list-style-type: none"> 1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request); 2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and 3) the contract does not contravene applicable law. 	
Agency Attorney Signature & Date  3/7/13	
7. (Optional) Alternative to Legal Certification Request <p>Note: If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. <u>Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.</u></p> <p>Justification</p>	
Agency Head Signature & Date – contracting agency head or authorized signatory	



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date 5/15/2013	End Date 5/14/2018	Agency Tracking # 3371076513	Edison Record ID
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Contractor Legal Entity Name Geographic Solutions, Inc.	Edison Vendor ID 85449
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Service Caption (one line only)
New Modules and Software Maintenance and support.

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 17.207
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
13					
14	243,500.00	1,476,954.00			1,720,454.00
15		2,007,679.00			2,007,679.00
16		2,067,909.37			2,067,909.37
17		2,067,909.37			2,067,909.37
18		2,129,946.65			2,129,946.65
TOTAL:	243,500.00	9,750,398.39			9,993,898.39

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	<i>OCR USE - FA</i>
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Speed Chart (optional)	Account Code (optional)	Contract #
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,**

**DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
AND
GEOGRAPHIC SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and Geographic Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of providing new software Modules and software maintenance and support services, as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation.
Edison Registration ID # 85449
Contractor Place of Incorporation or Organization: Florida

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. During the term of this Contract, the Contractor will provide maintenance and support services in support of the Programs listed in EXHIBIT A.
- A.3. Telephone Support The Contractor shall provide State priority telephone support during regular business hours that permits State to report problems and seek assistance in use of the program.
- A.4. Fax Support. The Contractor shall provide State priority fax support during regular business hours that permits State to report problems and seek assistance in use of the program.
- A.5. E-Mail Support. The Contractor shall provide State priority E-mail support during regular business hours that permits State to report problems and seek assistance in use of the program.
- A.6. Error Correction. The Contractor shall use reasonable diligence to correct verifiable and reproducible errors when reported to Contractor in accordance with its standard reporting procedure. The error correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the error correction until a permanent solution can be found. A temporary fix that requires manipulation of the data within the tables is an acceptable resolution for no longer than 30 calendar days.
- A.7. Code Changes Resulting From WID Database Structure Changes.
The Contractor agrees to perform minor modifications to the program to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the program operates. Major changes resulting from changes to data structures will be treated as major enhancements as outlined in paragraph A.11 of this Agreement. WID DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. The Contractor will designate modifications resulting from WID DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change.
- A.8. Digital Map Changes. The Contractor agrees to perform modifications to the digital maps in the program to incorporate geographic boundary changes. Major changes to digital maps will be treated as major enhancements as outlined in paragraph A.11 of this Agreement. The Contractor will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

- A.9. New Releases. The Contractor will periodically issue new releases to the program, containing error corrections and/or enhancements, to States who have Maintenance Agreements in effect. The Contractor shall provide State with one (1) copy of each new release for each copy of the program covered by a Maintenance Agreement, without additional charge. Contractor shall provide reasonable assistance to help State install and operate each new release. Releases are cumulative, therefore State is required to install each new release after a reasonable test period during which errors are reported and corrected. The State will have 15 days (excluding weekends and Tennessee holidays) after receipt of the new release to report errors, and will have three days (excluding weekends and Tennessee holidays) after receipt of any correction to report errors with the correction. After this it will be considered a workable version.
- A.10. WID Database Structure Changes. The Contractor agrees to perform WID DATABASE structure changes to State's Microsoft® SQL Server database files to incorporate changes that result from revisions to tables in the WID DATABASE. The WID DATABASE structure changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration.
- A.11. WID Employer Data Base. The Contractor will provide to State the employer database, including in-State employers and out-of-State employers in Tennessee MSAs with five or more employees, in FoxPro WID DATABASE format.
- A.12. Response And Resolution Time.
1. Support Response Time. The Contractor will take action on any support issue raised by State within forty-eight (48) hours. This period does not include weekends and Contractor's holidays. A response will normally occur in significantly less than forty-eight (48) hours.
 2. Support Resolution Time. The support resolution time required for the Contractor to answer a question or resolve a problem raised by State will vary considerably depending on the type of problem. Usually the Contractor will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, it may take longer. If longer than 30 days, the Contractor will provide an explanation of the delay in writing.
- A.13. Additional Enhancements.
- The Contractor will consider, evaluate, and make a priority where possible, the development of additional enhancements for State's specific use and will respond to State's requests for additional services pertaining to the program (e.g., new data conversion routines).
- A.14. Back Level Support.
- If State fails to install any workable release, the Contractor will provide support and maintain back level versions of the program for a period not to exceed 45 days, after which time this Agreement will be terminated and of no further force and effect. A release is workable provided errors identified during the testing period described under A.7 have been corrected.
- A.15. Exceptions.
- The following matters are not covered by this agreement:
1. Any problem resulting from the misuse, improper use, alteration, or damage of the program;
 2. Any problem caused by modifications of any version of the program not authorized by the Contractor;
 3. Any problem resulting from programming software other than the program; notwithstanding that compatibility will be maintained with latest two versions of Chrome, Internet Explorer, and Fire Fox.
 4. Any problem caused by, or issues associated with, third party software utilities, operating systems and database software that may be utilized by a program. This includes but is

not limited to MapObjectsLT®, NetLib®, Graphics Server, Microsoft® Internet Information Server, Crystal Reports, Attachmate and Microsoft® SQL Server;

5. Any problem resulting from the combination of the program with such other programming or equipment, to the extent such combination has not been approved by the Contractor; or
6. Errors in any version of the program other than the most recent RELEASE, provided that the Contractor will continue to support superseded RELEASES for a reasonable period, not to exceed forty-five (45) days, sufficient for State to implement the newest workable RELEASE.

A.16. Definitions of Terms: see Exhibit B

A.17. State Responsibilities.

17.1 Cooperation Of State. State agrees to use standard reporting procedures to promptly notify the Contractor following the discovery of any error. Further, upon discovery of an error, State agrees, if requested by the Contractor, to submit to Contractor a listing of output and any other data that the Contractor may require in order to reproduce the error, and the operating conditions under which the error occurred or was discovered.

17.2 Qualified Primary Contact. State agrees to designate one experienced, trained user as a qualified primary contact for all technical support communications with the Contractor. All updates and shipments will be sent to the qualified primary contact for distribution. The qualified primary contact shall have knowledge of the system substantially equivalent to those who have completed Contractor software administrative training. If the Contractor requires satisfactory performance on an examination by those who have completed administrative training as a condition of certification, satisfactory completion of a substantially equivalent examination may be required of the qualified primary contact.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning 5/15/2013, and ending on 5/14/2018. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed nine million nine hundred ninety three thousand eight hundred ninety eight dollars and thirty nine cents (\$9,993,898.39). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:
(1)

Service Description	Amount (per compensable increment)
Installation and Acceptance of Managed Labor Exchange and Case Management	\$ 145,000.00 each
Installation and Acceptance of the Reemployment Exchange (REX) Module	\$295,000.00 each
Installation and Acceptance of the Eligible Training Provider Module	\$ 45,000.00 each
Installation and Acceptance of the Adult Education Module	\$48,000.00 each
Installation and Acceptance of the Local Programs Module	\$ 28,000.00 each
Training Maximum 5 days –as requested	1,800.00 per day
Managed Labor Exchange and Case Management (Virtual One-Stop (VOS)) –Module- quarterly license fee	134,375.00 quarterly
Reemployment Exchange (REX)-Module- quarterly license fee	123,750.00 quarterly
Eligible Training Provider-Module- quarterly license fee	11,875.00 quarterly
Adult Education-Module- quarterly license fee	36,875.00 quarterly
Local Programs-Module- quarterly license fee	12,425.00 quarterly
Online Assessments-Module- quarterly license fee	35,562.50 quarterly
Document Management Module and Document Scanning Module	73,750.00 quarterly
LMI Analysis-Module- quarterly license fee	49,729.00 quarterly
Full Job Spidering-Module- quarterly license fee	60,875.00 quarterly

(2) For service performed from 5/15/2013, through 5/14/2015, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above.

(3) For services performed from 5/15/2015 through 5/14/2017 the percentage increase is limited to three percent (3%) of the payments rates in Section C.3.b(1). .

(4) For services performed from 5/15/2017 through 5/14/2018 the percentage increase is limited to three percent (3%) of the payments rates in Section C.3.b (3).

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more

often than monthly, with all necessary supporting documentation, to:

220 French Landing Drive, 4A, Nashville, TN 37243-1002

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Labor and Workforce Development, Employment Security Division
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
 - b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance

with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Melvin O'Neal, Contract Coordinator
Department of Labor and Workforce Development
220 French Landing Drive, A-4
Nashville, TN 37243-1002
Telephone # 615 532-1071
FAX # 615-741-3002
Email: melvin.oneal@tn.gov

The Contractor:

Paul Toomey, President
Geographic Solutions, Inc.
1001 Omaha Circle
Palm Harbor, FL 34683
Telephone Number 727 786-7955
Facsimile Number 727 786-5871

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. **HIRING.** The State acknowledges that the Contractor will provide a valuable service by identifying and assigning personnel to the State. The State further acknowledges that the State would receive substantial additional value, and the Contractor would be deprived of the benefits

of its work force, if the State were to directly hire the Contractors' personnel after they have been introduced to the State by the Contractor. Without the prior written consent of Contractor, the State shall not recruit or hire any personnel of the contractor who are or have been assigned to perform work for the State, without the prior written consent of the Contractor, for a period of one (1) year after termination of this Contract.

E. 6. PROTECTION OF SOFTWARE

1. **Proprietary Notices.** The State will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any Program, documentation, or any other output generated by the Program.
2. **No Reverse Engineering.** The State agrees not to modify, reverse engineer, disassemble, or decompile the Program, or any other output generated by the Program or any portion thereof.
3. **Ownership.** The State acknowledges that the Contractor is the sole and exclusive owner of the Program and Documentation, including all modifications, updates, and revisions, and all intellectual property rights therein. The State shall not have any right, title, or interest to any Program and Documentation, including all modifications, updates, and revisions. The State shall secure and protect all Program, Documentation, enhancement, error correction, and maintenance modification, including all modifications, updates and revisions consistent with the maintenance of the Contractors' proprietary rights therein. Any data or information input into the Program by or on behalf of the State during the term of this Contract will become the property of the State and will be treated as confidential by the Contractor. All other data displayed in the system, unless otherwise noted, is the sole property of the Contractor and is protected under U.S. copyright law.

E.7. CONFIDENTIALITY

1. **Acknowledgement.** The State hereby acknowledges and agrees that the Program and Documentation, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of Contractor, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, the State shall treat (and take precautions to ensure that its employees treat) the Program and Documentation, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below.
2. **Maintenance of Confidential Information.** The State shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with State's exercise of its rights under this Contract. The State shall not disclose confidential information to any employee or agent of the State who does not need to obtain access thereto in connection with State's exercise of its rights under this Contract. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or

regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

The vendor's solution must comply with the State's Enterprise Information Security Policies,

3. **Injunctive Relief.** The State acknowledges that the unauthorized use, transfer or disclosure of the Program, Documentation, data and all modifications, updates and revisions, or copies thereof will: (1) substantially diminish the value to the Contractor of the trade secrets and other proprietary interests that are the subject of this Contract; (2) render the Contractors' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If the State breaches any of its obligations with respect to the use or confidentiality of the Program, Documentation, data and all modifications, updates and revisions, The Contractor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

E.8. **WARRANTIES**

1. **Limited Warranty.** The Contractor shall perform its services hereunder in a workmanlike manner. The State acknowledges that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. The State agrees to adopt such measures as it deems necessary to limit the impact of those problems, including backing up data and verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. The Contractor shall have no liability for loss of data or documentation, it being understood that the State is solely responsible for all program and data backup.
2. **Third party data.** The State acknowledges that the Program may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. The Contractor makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by the State to access this information. The Contractor reserves the right to remove this data and/or these links if it deems it necessary.
3. **Limitations.** Notwithstanding the warranty provisions set forth herein, all of the Contractors' obligations with respect to such warranties shall be contingent on the State's use of the Program in accordance with this Contract and in accordance with the Contractors' instructions as provided by the Contractor in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Program which are the result of accident, abuse, misapplication, extreme power surge, acts of god, the State modification, or electromagnetic field.
4. **The State's Sole Remedy for Breach of Warranty.** The Contractors' entire liability and the State's exclusive remedy shall be, at the Contractors' option is the repair or replacement of the Program, provided the Contractor receives written notice from the State during the warranty period of a breach of warranty.
5. **Disclaimer of Warranties.** The Contractor does not represent or warrant that all errors in the program and documentation will be corrected. The warranties stated in this section are the sole and the exclusive warranties offered by the Contractor. There are no other warranties respecting the program and documentation, and services provided hereunder, either express or implied, including but not limited to any warranty of design, merchantability, or fitness for a particular purpose, even if the Contractor has been informed of such purpose. No agent of the Contractor is authorized to alter or exceed the warranty obligations of the Contractor as set forth herein.

3. **LIMITATION OF LIABILITY** The State acknowledges and agrees that the consideration which the Contractor is charging hereunder does not include any consideration for assumption by the Contractor of the risk of the State's consequential or incidental damages which may arise in connection with the services provided and/or the State's use of the program and documentation. Accordingly, the State agrees that the Contractor shall not be responsible to the State for any loss-of-profit, indirect, incidental, special, or consequential damages arising out of the services provided and/or use of the program or documentation. Any provision herein to the contrary, notwithstanding the maximum liability of the Contractor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use, maintenance or other employment of any Program or Documentation delivered to the State hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the annual fee paid to the Contractor by the State for the services rendered during the calendar year in which the claim first arose. The essential purpose of this provision is to limit the potential liability of the Contractor arising out of this Contract. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the any services rendered hereunder and that, were the Contractor to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

E.9. **INDEMNIFICATION**

1. The Contractor shall indemnify, hold harmless and defend the State against any action brought against the State to the extent that such action is based on a claim that the Program, Documentation and/or services, when used in accordance with this Contract, infringes a United States copyright and the Contractor shall pay all costs, settlements and damages finally awarded, provided that: the State promptly notifies the Contractor in writing of any claim, gives the Contractor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the Program and/or Documentation and or services is adjudged to infringe, or in Contractor' opinion is likely to be adjudged an infringement, the Contractor shall, at its sole discretion and option, either: (1) replace the Program and/or Documentation with a substantially equivalent noninfringing Program and/or Documentation; (2) modify the Program and/or Documentation to make it noninfringing; or (3) require the State to cease all use of the Program and/or Program and return any copies of such Program and/or Documentation. Upon compliance with Contractor' demand, the State will receive a credit of the annual fee paid, less reasonable depreciation, upon return of the Program and Documentation. the Contractor shall have no liability regarding any claim arising out of: (a) the State's use of the Program and/or Documentation, unless the infringing portion is also in the then current, unaltered release, (b) the State's use of the Program in combination with non-licensed software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the Program not specifically authorized in writing by Contractor, or (d) use of third party software. The foregoing states the entire liability of the Contractor and the exclusive remedy for the State relating to infringement or claims of infringement of any copyright or other proprietary right by the program.
2. Except for the foregoing infringement claims, the State shall indemnify and hold harmless Contractor, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of the State's modification or enhancement of the Program or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by Contractor, its officers, employees, agents and representatives. the State shall indemnify and hold the Contractor harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Contract.

- E.10. **GOVERNMENT CONTRACTS.** If the Services to be furnished hereunder are to be used in the performance of a government contract or subcontract, the Contractor shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by the Contractor in writing.

- E.11. **POST TERMINATION RIGHTS.** Upon the expiration or termination of this Contract, all rights granted to the State under this Contract shall forthwith terminate and immediately revert to the Contractor
- E.12. **SURVIVAL.** The State's obligations under Section E.6., E.7., E.9., E.9.2, E.10. and E.11., will survive the termination of this Contract or of any license granted under this Contract for whatever reason.
- E.13. **COPIES.** the State is prohibited from copying the Program and Documentation, in whole or in part, except as specifically set forth in this Contract.
- E.14. **SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Contract.
- E.15. **ASSIGNABILITY.** The Services provided hereunder are personal to the State and shall not be assigned by any act of the State or by operation of law unless authorized in writing by the Contractor. This Contract may be assigned by the Contractor.
- E.16. **INTEGRATION.** This Contract constitutes the entire understanding of the parties, and revokes and supersedes all prior maintenance and support agreements between the parties and is intended as a final expression of their Contract. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Contract. This Contract shall take precedence over any other support and maintenance documents that may be in conflict therewith.
- E.17. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

GEOGRAPHIC SOLUTIONS, INC.:

CONTRACTOR SIGNATURE

DATE

Paul Toomey, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:

Karla Davis, Commissioner

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER: RFS# 3371076513	
CONTRACTOR LEGAL ENTITY NAME:	Geographic Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	593217769

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

SOFTWARE ITEMS COVERED

The following table outlines the Virtual OneStop and Re-Employment Exchange modules covered in this contract:

Modules for Individuals	Covered
<p><u>CORE SERVICES FOR INDIVIDUALS MODULE:</u> Individual Registration; My Resources (My Messages, My Background, Upcoming Events, My Appointments, My Home Page); Career Services (Career Tips, Career Explorer-match your skills-job skills, Career Explorer-match your skills-personal skills, Career Informer, Job Market Explorer); Job Seeker Services (Job search, Job Market Trends, Employers); Education Services (Training Providers and Schools, Training and Educational Programs, Educational Program Completers, Online Learning Resources, Create Training Application); Labor Market Services (Labor Market Facts, Area Profile, Industry Profile, Occupation Profile); My OneStop Profile (Personal Profile, Search History Profile, Assessment Profile-Job and Personal Skills); Quick Menu (Job Search, My Resources, My Individual Profile, My Appointments); Assistance Center; Online Learning Resources (links to online learning websites).</p>	Yes
<p><u>LABOR EXCHANGE FOR INDIVIDUALS MODULE:</u> Job Seeker Services (10 Steps to Find a Job, Resume Builder, Background Wizard, Letter Builder, Virtual Recruiter-for Individuals), My OneStop Profile (employment plan), Career Network (social network for job seekers, my network, other job seeker networks, invite/join others). Quick Menu (Resume Builder, Letter Builder) Requires: Core Services for Individuals Module.</p>	Yes
<p><u>CORE ASSESSMENT MODULE:</u> Career Services (Career Explorer-Interest Analyzer, Career Explorer- Work Importance Analyzer, display of individual work values and interests for an occupation). My OneStop Profile (assessment profile- interests, work importance) Requires: Core Services for Individuals Module.</p>	Yes
<p><u>CONSUMER REPORTS MODULE:</u> Education Services (display performance information for eligible programs, comparison of performance between programs and providers). Requires: Core Services for Individuals</p>	Yes
Modules for Employers	Covered
<p><u>CORE SERVICES FOR EMPLOYERS MODULE:</u> Employer Registration, Recruitment Services (candidate search-external search, job market trends) Education Services (training providers and schools, training and educational programs, educational program completers), Labor Market Services (labor market facts, area profile, industry profile, occupation profile), Assistance Center, My Company Profile (corporate profile, search history profile), My Resources (My messages, My appointments, My Employer Profile, My Home Page, Upcoming Events). Online Learning Resources: (explore websites that offer a variety of free online learning and training courses that can be used to expand your knowledge and skills). Communications Center: (Appointments, Messages, Correspondence Templates)</p>	Yes
<p><u>EMPLOYER LABOR EXCHANGE MODULE:</u> Recruitment Services (post a job, candidate search-quick and advanced search for resumes, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter-for Employers). Company Profile (recruitment plan profile) Quick Menu (post a job, candidate search). Requires: Core Services for Employers Module.</p>	Yes

General Modules for Staff	Covered
<p><u>CORE SERVICES FOR STAFF MANAGING INDIVIDUALS MODULE:</u> Manage Individuals (create an individual account, assist an individual), My OneStop Profile (personal profile, search history profile), Reports (Master Summary, Registered Individuals, Background Information, Contact, Feedback Surveys, Tracking). My Staff Resources (My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, Upcoming Events). Requires: Core Services for Individuals Module.</p>	Yes
<p><u>CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULE:</u> Manage Employers (create an employer account, assist an employer, employer system access rights), Employers My Company Profile (corporate profile, search history profile), Reports (Master Summary, Registered Employers, Contact, Feedback Surveys, Tracking). My Staff Resources (My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, Upcoming Events). Requires: Core Services for Employers Module.</p>	Yes
<p><u>LABOR EXCHANGE FOR STAFF MODULE:</u> Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. Manage Resumes (Advanced Search, Advanced Search by Job Order), Manage Job Orders (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results), Manage Labor Exchange (create/modify job skill sets, automated referral notification and follow up). Reports (Resume, Job Order, Activity, Service Provided Individual, Service Provided Employer). Requires: Core Services for Staff Module, Core Services for Staff Managing Individuals Module and Core Services for Staff Managing Employers Module.</p>	Yes
<p><u>SERVICE TRACKING MODULE:</u> Manual and Automated Tracking of Services, Managing Individuals (scheduled services, manage individual services), Case Management Profile (Activities-Service Plan), Reports (Activities, Services Provided Employers, Services Provided Individuals). Requires: Core Services for Staff Managing Individuals Module.</p>	Yes
<p><u>ATTENDANCE TRACKING MODULE:</u> Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at one-stop events. Reports (Scan Card)</p>	Yes
<p><u>ADULT EDUCATION MODULE:</u> Collects all federally required demographic information on all enrolled students as defined by Title II of the Workforce Investment Act, along with the assessment, contact hours, instructor, and outcome data. Reports Quarterly State Stat Reports, Annual National Reporting System (NRS) for Adult Education Reports. Requires: Core Case Management Module and Attendance Tracking Module</p>	Yes
<p><u>DOCUMENT MANAGEMENT:</u> Features the ability to upload documents and associated them with an individual. Includes ability to attach documents to case notes and program verifications. Index, tag, store and retrieve digital documents associated with a user record. Ability to retrieve and view documents by document name, tags, program association, verification item or type. Linked documents can also be attached “in context” and reviewed within the program forms or by viewing the Verification Summary. Documents are stored securely in the central database. Requires: Core Services for Staff Managing Individuals Module.</p>	Yes
<p><u>DOCUMENT SCANNING:</u> Ability to capture, store, index and tag document images using web based scanning technology. Images can be scanned in real time using a TWAIN-compliant scanner at the user's workstation or on a local network. Module allows users to reorder, delete, append, or separate pages on the fly through the browser-based document viewer. Provides gives users the ability to manipulate document images with annotations, redactions, magnifications, drawing, and rotation options on separate layers. Document images are stored securely in the central database. Requires: Document Management Module. <i>Scanning Hardware Not Included.</i></p>	Yes

Case Management Modules for Workforce Staff	Covered
<p><u>CORE CASE MANAGEMENT MODULE:</u> Case Management Profile (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. Reports (Case Load). Requires: Core Services for Staff Managing Individuals Module and Service Tracking Module.</p>	Yes
<p><u>WORKFORCE INVESTMENT ACT (WIA) CASE MANAGEMENT MODULE:</u> Case Management Program (WIA Application, WIA participation record, WIA enrollment activities, Case Closure, WIA outcomes (exit) , WIA follow-ups, Youth goals and /or Youth Numeracy Literacy tracking) Reports (Predictive Reports, Soft Exit Reports, Federal Reports-9090,9091, WIA Data Validation File, ARRA 9148, 9149 Reports). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds. Requires: Core Case Management Module</p>	Yes
<p><u>WAGNER PEYSER CASE MANAGEMENT MODULE:</u> Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management, Reports (Enrolled Individual, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file, ARRA 9147 Report). Requires: Core Case Management Module</p>	Yes
<p><u>WORKER ADJUSTMENT RETRAINING NOTIFICATION (WARN) MODULE:</u> Track company layoff and closure activity as defined by federal or state regulations. Enter the WARN notification letter, track number of employees, occupations, and locations affected; also and union affiliation. Automatic staff alerts of new WARN notifications. Staff tracking including employer visits, first visits and orientation activities. Report on companies filing WARN notices, WARN notices by LWIA, WARN notices by layoff dates, and WARN notices by company locations. Requires: Core Case Management Module</p>	Yes
<p><u>GENERIC PROGRAM APPLICATION MODULE:</u> Management and reporting of “Generic Program” set of applications (Eligibility Application, Enrollment Activities, Generic Outcome (exit)) with integration into IFT to assist in managing funds. Reports (Master Summary, Enrolled Individual, Activity, Service Provided Individual). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds. Requires: Core Case Management Module</p>	Yes
<p><u>TRADE ACT MODULE:</u> Trade Act set of applications (Waivers and Waiver Review tracking, Bona Fide Application, and Application for Approved Training, Participation Application, Enrollment Activities, Case Closure, Exit, Follow-up.) Reports (Federal Performance Reports, TAPR File). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds. Requires: Core Case Management Module</p>	Yes
<p><u>WELFARE TRANSITION PROGRAM MODULE:</u> Application, Objective Assessment Summary, Individual Employment Plan, calculation of required hours per week by number of work eligible people in the household and age of youngest child. Enrollment into countable work activity. Ability to record participation hours in a timesheet. Requires: Core Case Management Module</p>	Yes

FINANCE MODULES FOR WORKFORCE STAFF	COVERED
<p>STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. Ability to print Vouchers and tailor that print to specific needs of each client. Ability to establish cost structures meaningful to users of the system and ability to identify additional cost items that can vary by training program/services. Reports include: Basic IFT Management which will show participant obligations based upon enrollment records by program and payment reports by program. Requires: Core Case Management Module</p>	Yes

Modules For Training Providers	Covered
<p>PROVIDER MANAGEMENT MODULE: A secure web portal which provides authorized training provides the ability to apply for recognition as an Eligible Training Provider. Providers can enter and manage information on training programs as part of the initial application process.</p>	Yes

Re Employment Modules	Covered
<p>REEMPLOYMENT EXCHANGE (REX): Data Exchange (Interface) with legacy UI Benefits Mainframe or Web system. Integrated Initial Claim Application, Weekly Certification, Display of UI Status, Claim History, Work Search Summary, Compliance Monitoring and Automated Claimant Notifications. Requires: Core Services for Individuals Module, Core Services for Employers Module, Labor Exchange for Individuals Module, Labor Exchange for Employers Module, Core Services for Staff Managing Individuals Module, Full Spider Module</p>	Yes

Modules For Administrators	Covered
<p>ADMINISTRATION SYSTEM: Email Addresses, Email Message Design, Administer Event Calendar, System Defaults, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Claimant/Employer Services, System Information, System Usage Report.</p>	Yes
<p>WEB CONTENT MANAGEMENT MODULE: A user-friendly, what you see is what you get (WYSIWYG) integrated content management tool. The content publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.</p>	Yes
<p>PROVIDER ADMINISTRATION MODULE: Administrative access to review provider applications, programs and general information to determine if provider successfully meets ETPL requirements. Providers and programs that are approved by administrator will be displayed to the public via the Consumer Reports Module. Requires: Provider Management Module</p>	Yes

Labor Market Information Modules	Included
<p><u>CURRENT LABOR MARKET ANALYSIS MODULE:</u> Labor Market Facts; Analyst Registration Module; Occupation, Industry, and Area Profiles (summary, narrative, details, and comparisons); Comparisons (Area, Industry, Occupations); Education and Training Data (training providers and schools, training and education programs); Employers (local employer sites, employers posting jobs*); Area Specific Data (description; jobs, employers, and candidates*; employment and wage data; demographics; economic indicators); Industry Specific Data (wages; employers and employees; future employment outlook; staffing patterns), Occupation Specific Data (job duties and descriptions; jobs, employers and candidates* ; education, training and work experience; employment and wage data; nature of the work; job requirements; external web resources; related occupations). Requires: Historic Labor Market Analysis Module.</p>	YES
<p><u>HISTORIC LABOR MARKET ANALYSIS MODULE:</u> Advertised Job Data*(wage rates, jobs by area, industry, and occupation, job education requirements, job experience requirements); Supply and Demand* (number of unemployed per job opening); Employment and Wage Data (Occupation –occupational employment by Industry , occupational employment & projections , occupational wages, licensed occupations; Industry – Income, quarterly census of employment and wage, occupational wage, quarterly census of employment and wages, current employment statistics (CES), staffing patterns, industry employment & projections; Labor Force –Local Area Unemployment Statistics, US census commuting patterns); Economic Indicators (sales, tax revenues, building permits, consumer price index); Demographics (US census commuting patterns, US census labor force, income, population data). Requires: Current Labor Market Analysis Module.</p>	YES
<p><u>LMI DATA LOADER:</u> A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.</p>	YES

Job Aggregation Options

Job Spider Level Description	Included
<p><u>FULL SPIDER:</u> Spidered jobs in selected area from all available national job boards, local job boards, green job boards, Fortune 1000 corporations, federal government sites, state government sites, local government sites, national recruiters, military branches sites, major hospitals, major non-profits, major newspapers, volunteer sites, chambers of commerce, volunteer sites and web sites of all major employers. Requires: Core Services for Individuals Module.</p>	Yes

Interfaces

Interface Description	Included
<p><u>STANDARD WEB INTERFACE:</u> for users with average speed internet/intranet access.</p>	Yes
<p><u>TEXT INTERFACE:</u> for users who want maximum performance.</p>	Yes
<p><u>SPANISH LANGUAGE INTERFACE:</u> Spanish Version of Services for Individuals and Employers.</p>	Yes
<p><u>VISUALLY IMPAIRED INTERFACE:</u> Version of Services for Individuals and Employers optimized for screen readers such as JAWS.</p>	Yes

1. DEFINITIONS.
- 1.1 WID database is America's Labor Market Information System Database. The WID database is a centralized database developed to support States' efforts to develop and maintain a comprehensive labor market and occupational information system. For purposes of this agreement, the WID database will be defined as version 1.1 as originally defined by the U.S. Department of Labor, Employment and Training Administration, April 16, 1997, and enhanced by Geographic Solutions.
- 1.2 State is the single end-user organization entering into this agreement and authorized to use the program.
- 1.3 Enhancement is any modification or addition that, when made or added to the program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an error correction. Contractor may designate an enhancement as minor or major, depending on the assessment of its value and of the function added to the program.
- 1.4 Error is a Statement or omission in the program that causes or results in an incorrect function and that results in a failure to comply in any material respect with the applicable specifications. If no applicable specifications have been provided by Contractor the term applicable specifications in the preceding sentence shall be interpreted as "reasonable expectations for operation and usability."
- 1.5 Error correction is either a modification or addition that, when made or added to the program, brings the program into material conformity with its specifications, or a procedure or routine that, when observed in the regular operation of the program, avoids the practical adverse effect of such nonconformity.
- 1.6 Qualified primary contact shall have the meaning set forth in paragraph A.17.2.
- 1.7 Program is the computer program or programs that are listed in EXHIBIT A attached hereto, collectively referred to as the program, including any error corrections and enhancements thereto and updates thereof furnished by Contractor.
- 1.8 Regular business hours are between 8.00 a.m. and 5.00 p.m. eastern time, Monday through Friday, excluding regularly scheduled holidays.
- 1.9 Release is a new version of the program, which may include error corrections and/or enhancements.
- 1.10 Standard reporting procedure is the reporting of errors by the qualified primary contact, to Contractor via fax at 727-786-5871, e-mail to techspt@geosolinc.com, or telephone.



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date 9/01/2011	End Date 8/31/2016	Agency Tracking # 3371073812	Edison Record ID 28353
Contractor Legal Entity Name Geographic Solutions, Inc.			Edison Vendor ID 85449

Service Caption (one line only)
Software Maintenance and support.

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 17.207
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
12		41,440.83			41,440.83
13		49,729.00			49,729.00
14		49,729.00			49,729.00
15		49,729.00			49,729.00
16		49,729.00			49,729.00
17		8,288.17			8,288.17
TOTAL:		248,645.00			248,645.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Ron Jones, msa

OCR USE - FA

FA1236703

Speed Chart (optional)	Account Code (optional)	Contract #
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,**

**DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
AND
GEOGRAPHIC SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and Geographic Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of providing software maintenance and support services, as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 593217769
Contractor Place of Incorporation or Organization: Florida

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. During the term of this Contract, the Contractor will provide maintenance and support services in support of the Programs listed in EXHIBIT A.
- A.3. Telephone Support The Contractor shall provide State priority telephone support during regular business hours that permits State to report problems and seek assistance in use of the program.
- A.4. Fax Support. Geographic Solutions shall provide State priority fax support during regular business hours that permits State to report problems and seek assistance in use of the program.
- A.5. E-Mail Support. Geographic Solutions shall provide State priority E-mail support during regular business hours that permits State to report problems and seek assistance in use of the program.
- A.6. Error Correction. Geographic Solutions shall use reasonable diligence to correct verifiable and reproducible errors when reported to Geographic Solutions in accordance with its standard reporting procedure. The error correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the error correction until a permanent solution can be found. A temporary fix that requires manipulation of the data within the tables is an acceptable resolution for no longer than 30 calendar days.
- A.7. Code Changes Resulting From Almis Database Structure Changes. Geographic Solutions agrees to perform minor modifications to the program to incorporate changes that result from revisions to tables in the ALMIS DATABASE structure on which the program operates. Major changes resulting from changes to data structures will be treated as major enhancements as outlined in paragraph A.11 of this Agreement. ALMIS DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. Geographic Solutions will designate modifications resulting from ALMIS DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new ALMIS DATABASE table structure may be considered a major change.
- A.8. Digital Map Changes. Geographic Solutions agrees to perform modifications to the digital maps in the program to incorporate geographic boundary changes. Major changes to digital maps will be treated as major enhancements as outlined in paragraph A.11 of this Agreement. Geographic Solutions will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by



way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

- A.9. **New Releases.** Geographic Solutions will periodically issue new releases to the program, containing error corrections and/or enhancements, to States who have Maintenance Agreements in effect. Geographic Solutions shall provide State with one (1) copy of each new release for each copy of the program covered by a Maintenance Agreement, without additional charge. Geographic Solutions shall provide reasonable assistance to help State install and operate each new release. Releases are cumulative, therefore State is required to install each new release after a reasonable test period during which errors are reported and corrected. The State will have 15 days (excluding weekends and Tennessee holidays) after receipt of the new release to report errors, and will have three days (excluding weekends and Tennessee holidays) after receipt of any correction to report errors with the correction. After this it will be considered a workable version.
- A.10. **Almis Database Structure Changes.** Geographic Solutions agrees to perform ALMIS DATABASE structure changes to State's Microsoft® SQL Server database files to incorporate changes that result from revisions to tables in the ALMIS DATABASE. The ALMIS DATABASE structure changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration.
- A.11. **Almis Employer Data Base.** Geographic Solutions will provide to State the employer database, including in-State employers and out-of-State employers in Tennessee MSAs with five or more employees, in FoxPro ALMIS DATABASE format.
- A.12. **Response And Resolution Time.**
1. **Support Response Time.** Geographic Solutions will take action on any support issue raised by State within forty-eight (48) hours. This period does not include weekends and Geographic Solutions' holidays. A response will normally occur in significantly less than forty-eight (48) hours.
 2. **Support Resolution Time.** The support resolution time required for Geographic Solutions to answer a question or resolve a problem raised by State will vary considerably depending on the type of problem. Usually Geographic Solutions will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, it may take longer. If longer than 30 days, Geographic Solutions will provide an explanation of the delay in writing.
- A.13. **Additional Enhancements.**
- Geographic Solutions will consider, evaluate, and make a priority where possible, the development of additional enhancements for State's specific use and will respond to State's requests for additional services pertaining to the program (e.g., new data conversion routines).
- A.14. **Back Level Support.**
- If State fails to install any workable release, Geographic Solutions will provide support and maintain back level versions of the program for a period not to exceed 45 days, after which time this Agreement will be terminated and of no further force and effect. A release is workable provided errors identified during the testing period described under A.7 have been corrected.
- A.15. **Exceptions.**
- The following matters are not covered by this agreement:
1. Any problem resulting from the misuse, improper use, alteration, or damage of the program;
 2. Any problem caused by modifications of any version of the program not authorized by Geographic Solutions;



3. Any problem resulting from programming software other than the program; notwithstanding that compatibility will be maintained with latest two versions of Netscape, Internet Explorer, and Voyager (the latter through December, 2001 only).
4. Any problem caused by, or issues associated with, third party software utilities, operating systems and database software that may be utilized by a program. This includes but is not limited to MapObjectsLT®, NetLib®, Graphics Server, Microsoft® Internet Information Server, Crystal Reports, Attachmate and Microsoft® SQL Server;
5. Any problem resulting from the combination of the program with such other programming or equipment, to the extent such combination has not been approved by Geographic Solutions; or
6. Errors in any version of the program other than the most recent RELEASE, provided that Geographic Solutions will continue to support superseded RELEASES for a reasonable period, not to exceed forty-five (45) days, sufficient for State to implement the newest workable RELEASE.

A.16. Definitions of Terms: see Exhibit B

A.17. State Responsibilities.

- 17.1 Cooperation Of State. State agrees to use standard reporting procedures to promptly notify Geographic Solutions following the discovery of any error. Further, upon discovery of an error, State agrees, if requested by Geographic Solutions, to submit to Geographic Solutions a listing of output and any other data that Geographic Solutions may require in order to reproduce the error, and the operating conditions under which the error occurred or was discovered.
- 17.2 Qualified Primary Contact. State agrees to designate one experienced, trained user as a qualified primary contact for all technical support communications with Geographic Solutions. All updates and shipments will be sent to the qualified primary contact for distribution. The qualified primary contact shall have knowledge of the system substantially equivalent to those who have completed Geographic Solutions software administrative training. If Geographic Solutions requires satisfactory performance on an examination by those who have completed administrative training as a condition of certification, satisfactory completion of a substantially equivalent examination may be required of the qualified primary contact.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning 9/01/2011, and ending on 8/31/2016. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred forty eight thousand six hundred forty five dollars (\$248,645.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.



C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Monthly Payments beginning September 1, 2011 thru August 31, 2016	\$ 4,144.08

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

220 French Landing Drive, 4A, Nashville, TN 37243-1002

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Labor and Workforce Development, Employment Security Division
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;



- (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
 - a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.



- D.4. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. **Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. **Conflicts of Interest.** The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. **Prohibition of Illegal Immigrants.** The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.



- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.



- D.17. **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Melvin O'Neal, Contract Coordinator
Department of Labor and Workforce Development
220 French Landing Drive, A-4
Nashville, TN 37243-1002
Email Address
Telephone # 615 532-1071
FAX # 615-741-3002
Email: melvin.oneal@tn.gov

The Contractor:

Paul Toomey, President
Geographic Solutions, Inc.
1001 Omaha Circle
Palm Harbor, FL 34683
Telephone Number 727 786-7955
Facsimile Number 727 786-5871

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.



- E.3. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. **Tennessee Consolidated Retirement System.** The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. **HIRING.** The State acknowledges that the Contractor will provide a valuable service by identifying and assigning personnel to the State. The State further acknowledges that the State would receive substantial additional value, and the Contractor would be deprived of the benefits of its work force, if the State were to directly hire the Contractors' personnel after they have been introduced to the State by the Contractor. Without the prior written consent of Contractor, the State shall not recruit or hire any personnel of the contractor who are or have been assigned to perform work for the State, without the prior written consent of the Contractor, for a period of one (1) year after termination of this Contract.
- E. 6. **PROTECTION OF SOFTWARE**
1. **Proprietary Notices.** The State will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any Program, documentation, or any other output generated by the Program.
 2. **No Reverse Engineering.** The State agrees not to modify, reverse engineer, disassemble, or decompile the Program, or any other output generated by the Program or any portion thereof.
 3. **Ownership.** The State acknowledges that the Contractor is the sole and exclusive owner of the Program and Documentation, including all modifications, updates, and revisions, and all intellectual property rights therein. The State shall not have any right, title, or interest to any Program and Documentation, including all modifications, updates, and revisions. The State shall secure and protect all Program, Documentation, enhancement, error correction, and maintenance modification, including all modifications, updates and revisions consistent with the maintenance of the Contractors' proprietary rights therein. Any data or information input into the Program by or on behalf of the State during the term of this Contract will become the property of the State and will be treated as confidential by the Contractor. All other data displayed in the system, unless otherwise noted, is the sole property of the Contractor and is protected under U.S. copyright law.
- E.7. **CONFIDENTIALITY**
1. **Acknowledgement.** The State hereby acknowledges and agrees that the Program and Documentation, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of Contractor, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, the State



shall treat (and take precautions to ensure that its employees treat) the Program and Documentation, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below.

2. **Maintenance of Confidential Information.** The State shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with State's exercise of its rights under this Contract. The State shall not disclose confidential information to any employee or agent of the State who does not need to obtain access thereto in connection with State's exercise of its rights under this Contract. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to other non- parties to this Contract of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become know publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.
3. **Injunctive Relief.** The State acknowledges that the unauthorized use, transfer or disclosure of the Program, Documentation, data and all modifications, updates and revisions, or copies thereof will: (1) substantially diminish the value to the Contractor of the trade secrets and other proprietary interests that are the subject of this Contract; (2) render the Contractors' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If the State breaches any of its obligations with respect to the use or confidentiality of the Program, Documentation, data and all modifications, updates and revisions, The Contractor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

E.8. **WARRANTIES**

1. **Limited Warranty.** The Contractor shall perform its services hereunder in a workmanlike manner. The State acknowledges that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. The State agrees to adopt such measures as it deems necessary to limit the impact of those problems, including backing up data and verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. The Contractor shall have no liability for loss of data or documentation, it being understood that the State is solely responsible for all program and data backup.
2. **Third party data.** The State acknowledges that the Program may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. The Contractor makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by the State to access this information. The Contractor reserves the right to remove this data and/or these links if it deems it necessary.
3. **Limitations.** Notwithstanding the warranty provisions set forth herein, all of the Contractors' obligations with respect to such warranties shall be contingent on the State's use of the Program in accordance with this Contract and in accordance with the Contractors' instructions as provided by the Contractor in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Program which are the



result of accident, abuse, misapplication, extreme power surge, acts of god, the State modification, or electromagnetic field.

4. **The State's Sole Remedy for Breach of Warranty.** The Contractors' entire liability and the State's exclusive remedy shall be, at the Contractors' option is the repair or replacement of the Program, provided the Contractor receives written notice from the State during the warranty period of a breach of warranty.
5. **Disclaimer of Warranties.** The Contractor does not represent or warrant that all errors in the program and documentation will be corrected. The warranties stated in this section are the sole and the exclusive warranties offered by the Contractor. There are no other warranties respecting the program and documentation, and services provided hereunder, either express or implied, including but not limited to any warranty of design, merchantability, or fitness for a particular purpose, even if the Contractor has been informed of such purpose. No agent of the Contractor is authorized to alter or exceed the warranty obligations of the Contractor as set forth herein.
3. **LIMITATION OF LIABILITY** The State acknowledges and agrees that the consideration which the Contractor is charging hereunder does not include any consideration for assumption by the Contractor of the risk of the State's consequential or incidental damages which may arise in connection with the services provided and/or the State's use of the program and documentation. Accordingly, the State agrees that the Contractor shall not be responsible to the State for any loss-of-profit, indirect, incidental, special, or consequential damages arising out of the services provided and/or use of the program or documentation. Any provision herein to the contrary, notwithstanding the maximum liability of the Contractor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use, maintenance or other employment of any Program or Documentation delivered to the State hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the annual fee paid to the Contractor by the State for the services rendered during the calendar year in which the claim first arose. The essential purpose of this provision is to limit the potential liability of the Contractor arising out of this Contract. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the any services rendered hereunder and that, were the Contractor to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

E.9. INDEMNIFICATION

1. The Contractor shall indemnify, hold harmless and defend the State against any action brought against the State to the extent that such action is based on a claim that the Program, Documentation and/or services, when used in accordance with this Contract, infringes a United States copyright and the Contractor shall pay all costs, settlements and damages finally awarded, provided that: the State promptly notifies the Contractor in writing of any claim, gives the Contractor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the Program and/or Documentation and or services is adjudged to infringe, or in Geographic Solutions' opinion is likely to be adjudged an infringement, the Contractor shall, at its sole discretion and option, either: (1) replace the Program and/or Documentation with a substantially equivalent noninfringing Program and/or Documentation; (2) modify the Program and/or Documentation to make it noninfringing; or (3) require the State to cease all use of the Program and/or Program and return any copies of such Program and/or Documentation. Upon compliance with Geographic Solutions' demand, the State will receive a credit of the annual fee paid, less reasonable depreciation, upon return of the Program and Documentation. the Contractor shall have no liability regarding any claim arising out of: (a) the State's use of the Program and/or Documentation, unless the infringing portion is also in the then current, unaltered release, (b) the State's use of the Program in combination with non-licensed software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the Program not specifically authorized in writing by Geographic Solutions, or (d) use of third party software. The foregoing states the entire liability of the Contractor and the exclusive remedy for the State relating to infringement or claims of infringement of any copyright or other proprietary right by the program.



- 2. Except for the foregoing infringement claims, the State shall indemnify and hold harmless Geographic Solutions, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of the State's modification or enhancement of the Program or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by Geographic Solutions, its officers, employees, agents and representatives. the State shall indemnify and hold the Contractor harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Contract.
- E.10. **GOVERNMENT CONTRACTS.** If the Services to be furnished hereunder are to be used in the performance of a government contract or subcontract, the Contractor shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by the Contractor in writing.
- E.11. **POST TERMINATION RIGHTS.** Upon the expiration or termination of this Contract, all rights granted to the State under this Contract shall forthwith terminate and immediately revert to the Contractor
- E.12. **SURVIVAL.** The State's obligations under Section E.6., E.7., E.9., E.9.2, E.10. and E.11., will survive the termination of this Contract or of any license granted under this Contract for whatever reason.
- E.13. **COPIES.** the State is prohibited from copying the Program and Documentation, in whole or in part, except as specifically set forth in this Contract.
- E.14. **SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Contract.
- E.15. **ASSIGNABILITY.** The Services provided hereunder are personal to the State and shall not be assigned by any act of the State or by operation of law unless authorized in writing by the Contractor. This Contract may be assigned by the Contractor.
- E.16. **INTEGRATION.** This Contract constitutes the entire understanding of the parties, and revokes and supersedes all prior maintenance and support agreements between the parties and is intended as a final expression of their Contract. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Contract. This Contract shall take precedence over any other support and maintenance documents that may be in conflict therewith.

IN WITNESS WHEREOF,

GEOGRAPHIC SOLUTIONS, INC.:

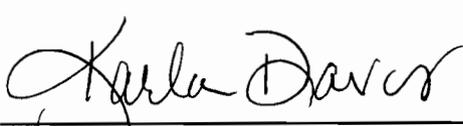


 CONTRACTOR SIGNATURE 7/18/2011
 DATE

Paul Toomey, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:



 Karla Davis, Commissioner 8/4/11
 DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Geographic Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	593217769

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Paul Toomey, President

PRINTED NAME AND TITLE OF SIGNATORY

7/15/20

DATE OF ATTESTATION

Programs Supported

Area to be Served by Proposed System

Area
State of Tennessee

Configuration

License: Annual Subscription Standard License Fee
Hosting: ASP (Hosted By Geographic Solutions) Customer Hosted
Database: SQL Server Oracle

Description
Virtual LMI Labor Market Analyst Module Maintenance and Support.
Virtual LMI Services for Individuals Module Maintenance and Support.
Virtual LMI ALMIS Database Administrator Module Maintenance and Support.
Updates of ALMIS Employer Database for Border States.
Spanish Version of Services for Individuals and Employers for TheSource



EXHIBIT B

1. **DEFINITIONS.**
- 1.1 **ALMIS database is America's Labor Market Information System Database. The ALMIS database is a centralized database developed to support States' efforts to develop and maintain a comprehensive labor market and occupational information system. For purposes of this agreement, the ALMIS database will be defined as version 1.1 as originally defined by the U.S. Department Of Labor, Employment And Training Administration, April 16, 1997, and enhanced by Geographic Solutions.**
- 1.2 **State is the single end-user organization entering into this agreement and authorized to use the program.**
- 1.3 **Enhancement is any modification or addition that, when made or added to the program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an error correction. Geographic Solutions may designate an enhancement as minor or major, depending on the assessment of its value and of the function added to the program.**
- 1.4 **Error is a Statement or omission in the program that causes or results in an incorrect function and that results in a failure to comply in any material respect with the applicable specifications. If no applicable specifications have been provided by Geographic Solutions the term applicable specifications is the preceding sentence shall be interpreted as "reasonable expectations for operation and usability."**
- 1.5 **Error correction is either a modification or addition that, when made or added to the program, brings the program into material conformity with its specifications, or a procedure or routine that, when observed in the regular operation of the program, avoids the practical adverse effect of such nonconformity.**
- 1.6 **Qualified primary contact shall have the meaning set forth in paragraph A.18.2.**
- 1.7 **Program is the computer program or programs that are listed in EXHIBIT A attached hereto, collectively referred to as the program, including any error corrections and enhancements thereto and updates thereof furnished by Geographic Solutions.**
- 1.8 **Regular business hours are between 8.00 a.m. and 5.00 p.m. eastern time, Monday through Friday, excluding regularly scheduled holidays.**
- 1.9 **Release is a new version of the program, which may include error corrections and/or enhancements.**
- 1.10 **Standard reporting procedure is the reporting of errors by the qualified primary contact, to Geographic Solutions via fax at 727-786-5871, e-mail to techspt@geosolinc.com, or telephone.**



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date 11/01/2011	End Date 10/31/2014	Agency Tracking # 3371072111	Edison Record ID 25876
Contractor Legal Entity Name Geographic Solutions, Inc.			Edison Vendor ID 85449
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA # 17.275	FEIN or SSN (optional) 593217769

Service Caption (one line only)
Software Maintenance and Support.

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
12		30,944.00			30,944.00
13		47,344.00			47,344.00
14		48,768.00			48,768.00
15		16,416.00			16,416.00
TOTAL:		143,472.00			143,472.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

- African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

- RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Harold Shalup



Secured Document
FA1235038

Speed Code **Account Code**

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
AND
GEOGRAPHIC SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and Geographic Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of providing software maintenance and support services, as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 593217769

Contractor Place of Incorporation or Organization: Florida

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. During the term of this Contract, the Contractor will provide maintenance and support services in support of the Program listed in EXHIBIT A. These services shall consist of:
- 1 **TELEPHONE SUPPORT.** The Contractor shall provide the State priority telephone support during regular business hours that permits the State to report problems and seek assistance in use of the Program.
 - 2 **FAX SUPPORT.** The Contractor shall provide the State priority fax support during regular business hours that permits the State to report problems and seek assistance in use of the Program.
 - 3 **E-MAIL SUPPORT.** The Contractor shall provide the State priority E-mail support during regular business hours that permits the State to report problems and seek assistance in use of the Program.
 - 4 **ONLINE SUPPORT.** The Contractor shall provide the State priority online support during regular business hours that permits the State to report problems and seek assistance via the Contractor Online Project Communication web site.
 - 5 **ERROR CORRECTION.** The Contractor shall use reasonable diligence to correct verifiable and reproducible over the Internet errors when reported to the Contractor in accordance with its standard reporting procedures. The error correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the error correction.
 - 6 **RELEASES.** The Contractor will periodically issue new Releases to the Program, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to the States who have Maintenance Contracts in effect. The Contractor shall provide the State with one (1) copy of each new Release for each copy of the Program covered by a Maintenance Contract, without additional charge. The Contractor shall provide reasonable assistance to help the State install and operate each new Release. Releases are cumulative, therefore the State is required to install each new Release as it becomes available.
 - 7 **DIGITAL MAP CHANGES.** The Contractor agrees to perform minor modifications to the digital maps in the Program to incorporate geographic boundary changes. The Contractor will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

- 8 CODE CHANGES RESULTING FROM WID DATABASE STRUCTURE CHANGES.** The Contractor agrees to perform minor modifications to the Program to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the Program operates. WID DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. The Contractor in its sole discretion will designate modifications resulting from WID DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change.

A.3. RESPONSE AND RESOLUTION TIME.

- 1 SUPPORT RESPONSE TIME.** The Contractor will take action on any support issue raised by The State within forty-eight (48) hours. This period does not include weekends and the Contractor's holidays. A response will normally occur in significantly less than forty-eight (48) hours.
- 2 SUPPORT RESOLUTION TIME.** The support resolution time required for the Contractor to answer a question or resolve a problem raised by the State will vary considerably depending on the type of problem. Usually the Contractor will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

- A.4. ADDITIONAL ENHANCEMENTS.** The Contractor will consider, evaluate, and make a priority where possible, the development of additional enhancements for the State's specific use and will respond to the State's requests for additional services pertaining to the Program (e.g., new data conversion routines).

- A.5. BACK LEVEL SUPPORT.** If the State fails to install any Release, the Contractor will provide support and maintain previous versions and Programs of the Program for a period not to exceed 45 days from the date Release is made available to The State.

- A.6. EXCEPTIONS.** The following matters are not covered by this agreement:

- 1** Any problem resulting from the misuse, improper use, alteration, or damage of the Program;
- 2** Any problem caused by modifications in any version of the Program not authorized by the Contractor;
- 3** Any problem resulting from programming software other than the Program;
- 4** Any problem caused by, or issues associated with, third-party software utilities, operating systems and database software that may be utilized by a Program. This includes but is not limited to Microsoft® Internet Information Server, Microsoft® SQL Server, WinZip, Corda Popchart/Highwire Enterprise, and Microsoft® Silverlight.
- 5** Any problem resulting from the combination of the Program with such other programming or equipment, to the extent such combination has not been approved by the Contractor; or
- 6** Errors in any version of the Program other than the most recent Release, provided that the Contractor will continue to support superseded Releases for a reasonable period, not to exceed forty-five (45) days from the date Release is made available to the State, sufficient for the State to implement the newest Release.

A.7. The State's OBLIGATION

- 1. Cooperation.** The State agrees to use standard reporting procedures to promptly notify the Contractor following the discovery of any error. Further, upon discovery of an error, the State agrees, if requested by the Contractor, to submit to the Contractor a listing of output and any other data that the Contractor may require in order to reproduce the error, and the operating conditions under which the error occurred or was discovered.

2. Qualified Primary Contact. The State shall designate the qualified primary contact. It is recommended that the qualified primary contact obtain the Contractors' Software Administrator Training. The Contractor reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the Program. The initial qualified primary contact shall be Kevin Hedges. The State may change the qualified primary contact by providing prior written notice to the Contractor.

A.8. **Definitions:** In addition to terms elsewhere defined in this Contract, the terms in EXHIBIT B shall have the meanings set forth for the purpose of this Contract.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning 11/01/2011, and ending on 10/31/2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed one hundred forty three thousand four hundred seventy two dollars (\$143,472.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Month payments beginning November 1, 2011 thru October 31, 2012	\$ 3,868.00 per month
Month payments beginning November 1, 2012 thru October 31, 2013	\$ 3,984.00 per month
Month payments beginning November 1, 2013 thru October 31, 2014	\$ 4,104.00 per month

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

State Agency Billing Address

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: State Agency & Division Name
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of

Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Contract for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to

this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings,

representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Melvin O'Neal, Contract Coordinator
 Department of Labor and Workforce Development
 220 French Landing Drive, A-4
 Nashville, TN 37243-1002
 Email Address
 Telephone # 615 532-1071
 FAX # 615-741-3002
 Email: melvin.oneal@tn.gov

The Contractor:

Paul Toomey, President
 Geographic Solutions, Inc.
 1001 Omaha Circle
 Palm Harbor, FL 34683
 Telephone Number 727 786-7955
 Facsimile Number 727 786-5871

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. **HIRING**. The State acknowledges that the Contractor will provide a valuable service by identifying and assigning personnel to the State. The State further acknowledges that the State would receive substantial additional value, and the Contractor would be deprived of the benefits of its work force, if the State were to directly hire the Contractors' personnel after they have been introduced to the State by the Contractor. Without the prior written consent of Contractor, the State shall not recruit or hire any personnel of the contractor who are or have been assigned to perform work for the State, without the prior written consent of the Contractor, for a period of one (1) year after termination of this Contract.
- E. 6. **PROTECTION OF SOFTWARE**
1. **Proprietary Notices**. The State will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any Program, documentation, or any other output generated by the Program.
 2. **No Reverse Engineering**. The State agrees not to modify, reverse engineer, disassemble, or decompile the Program, or any other output generated by the Program or any portion thereof.
 3. **Ownership**. The State acknowledges that the Contractor is the sole and exclusive owner of the Program and Documentation, including all modifications, updates, and revisions, and all intellectual property rights therein. The State shall not have any right, title, or interest to any Program and Documentation, including all modifications, updates, and revisions. The State shall secure and protect all Program, Documentation, enhancement, error correction, and maintenance modification, including all modifications, updates and revisions consistent with the maintenance of the Contractors' proprietary rights therein. Any data or information input into the Program by or on behalf of the State during the term of this Contract will become the property of the State and will be treated as confidential by the Contractor. All other data displayed in the system, unless otherwise noted, is the sole property of the Contractor and is protected under U.S. copyright law.
- E.7. **CONFIDENTIALITY**
1. **Acknowledgement**. The State hereby acknowledges and agrees that the Program and Documentation, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of Contractor, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, the State shall treat (and take precautions to ensure that its employees treat) the Program and Documentation, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below.
 2. **Maintenance of Confidential Information**. The State shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with State's exercise of its rights under this Contract. The State shall not disclose confidential information to any employee or agent of the State who does not need to obtain access thereto in connection with State's exercise of its rights under this Contract. Each party agrees to keep confidential all confidential

information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to other non- parties to this Contract of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become know publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

3. ***Injunctive Relief.*** The State acknowledges that the unauthorized use, transfer or disclosure of the Program, Documentation, data and all modifications, updates and revisions, or copies thereof will: (1) substantially diminish the value to the Contractor of the trade secrets and other proprietary interests that are the subject of this Contract; (2) render the Contractors' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If the State breaches any of its obligations with respect to the use or confidentiality of the Program, Documentation, data and all modifications, updates and revisions, The Contractor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

E.8. **WARRANTIES**

1. **Limited Warranty.** The Contractor shall perform its services hereunder in a workmanlike manner. The State acknowledges that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. The State agrees to adopt such measures as it deems necessary to limit the impact of those problems, including backing up data and verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. The Contractor shall have no liability for loss of data or documentation, it being understood that the State is solely responsible for all program and data backup.
2. **Third party data.** The State acknowledges that the Program may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. The Contractor makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by the State to access this information. The Contractor reserves the right to remove this data and/or these links if it deems it necessary.
3. **Limitations.** Notwithstanding the warranty provisions set forth herein, all of the Contractors' obligations with respect to such warranties shall be contingent on the State's use of the Program in accordance with this Contract and in accordance with the Contractors' instructions as provided by the Contractor in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Program which are the result of accident, abuse, misapplication, extreme power surge, acts of god, the State modification, or electromagnetic field.
4. **The State's Sole Remedy for Breach of Warranty.** The Contractors' entire liability and the State's exclusive remedy shall be, at the Contractors' option is the repair or replacement of the Program, provided the Contractor receives written notice from the State during the warranty period of a breach of warranty.

5. **Disclaimer of Warranties.** The Contractor does not represent or warrant that all errors in the program and documentation will be corrected. The warranties stated in this section are the sole and the exclusive warranties offered by the Contractor. There are no other warranties respecting the program and documentation, and services provided hereunder, either express or implied, including but not limited to any warranty of design, merchantability, or fitness for a particular purpose, even if the Contractor has been informed of such purpose. No agent of the Contractor is authorized to alter or exceed the warranty obligations of the Contractor as set forth herein.
3. **LIMITATION OF LIABILITY** The State acknowledges and agrees that the consideration which the Contractor is charging hereunder does not include any consideration for assumption by the Contractor of the risk of the State's consequential or incidental damages which may arise in connection with the services provided and/or the State's use of the program and documentation. Accordingly, the State agrees that the Contractor shall not be responsible to the State for any loss-of-profit, indirect, incidental, special, or consequential damages arising out of the services provided and/or use of the program or documentation. Any provision herein to the contrary, notwithstanding the maximum liability of the Contractor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use, maintenance or other employment of any Program or Documentation delivered to the State hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the annual fee paid to the Contractor by the State for the services rendered during the calendar year in which the claim first arose. The essential purpose of this provision is to limit the potential liability of the Contractor arising out of this Contract. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the any services rendered hereunder and that, were the Contractor to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

E.9. INDEMNIFICATION

1. The Contractor shall indemnify, hold harmless and defend the State against any action brought against the State to the extent that such action is based on a claim that the Program, Documentation and/or services, when used in accordance with this Contract, infringes a United States copyright and the Contractor shall pay all costs, settlements and damages finally awarded, provided that: the State promptly notifies the Contractor in writing of any claim, gives the Contractor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the Program and/or Documentation and or services is adjudged to infringe, or in Geographic Solutions' opinion is likely to be adjudged an infringement, the Contractor shall, at its sole discretion and option, either: (1) replace the Program and/or Documentation with a substantially equivalent noninfringing Program and/or Documentation; (2) modify the Program and/or Documentation to make it noninfringing; or (3) require the State to cease all use of the Program and/or Program and return any copies of such Program and/or Documentation. Upon compliance with Geographic Solutions' demand, the State will receive a credit of the annual fee paid, less reasonable depreciation, upon return of the Program and Documentation. the Contractor shall have no liability regarding any claim arising out of: (a) the State's use of the Program and/or Documentation, unless the infringing portion is also in the then current, unaltered release, (b) the State's use of the Program in combination with non-licensed software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the Program not specifically authorized in writing by Geographic Solutions, or (d) use of third party software. The foregoing states the entire liability of the Contractor and the exclusive remedy for the State relating to infringement or claims of infringement of any copyright or other proprietary right by the program.
2. Except for the foregoing infringement claims, the State shall indemnify and hold harmless Geographic Solutions, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of the State's modification or enhancement of the Program or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder

by Geographic Solutions, its officers, employees, agents and representatives. the State shall indemnify and hold the Contractor harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Contract.

- E.10. **GOVERNMENT CONTRACTS.** If the Services to be furnished hereunder are to be used in the performance of a government contract or subcontract, the Contractor shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by the Contractor in writing.
- E.11. **POST TERMINATION RIGHTS.** Upon the expiration or termination of this Contract, all rights granted to the State under this Contract shall forthwith terminate and immediately revert to the Contractor
- E.12. **SURVIVAL.** The State's obligations under Section E.6., E.7., E.9., E.9.2, E.10. and E.11., will survive the termination of this Contract or of any license granted under this Contract for whatever reason.
- E.13. **COPIES.** the State is prohibited from copying the Program and Documentation, in whole or in part, except as specifically set forth in this Contract.
- E.14. **SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Contract.
- E.15. **ASSIGNABILITY.** The Services provided hereunder are personal to the State and shall not be assigned by any act of the State or by operation of law unless authorized in writing by the Contractor. This Contract may be assigned by the Contractor.
- E.16. **INTEGRATION.** This Contract constitutes the entire understanding of the parties, and revokes and supersedes all prior maintenance and support agreements between the parties and is intended as a final expression of their Contract. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Contract. This Contract shall take precedence over any other support and maintenance documents that may be in conflict therewith.
- E.17. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

- (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
- (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
- i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act

of 1978 (5 U.S.C. App.), is authorized:

- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
- ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

- (7) **Section 1606 – Wage Rate Requirements.** All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) **Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods.** None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.17., "Federal Economic Stimulus Funding."

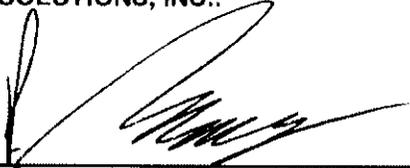
E.18. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

IN WITNESS WHEREOF,

GEOGRAPHIC SOLUTIONS, INC.:



4/5/2011

CONTRACTOR SIGNATURE

DATE

Paul Toomey, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:



4/12/11

Karla Davis, Commissioner

DATE

**TDLWD
RECEIVED
APR 06 2011
FISCAL SERVICES
NASHVILLE, TN**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Geographic Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	59-3217769

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Paul Toomey, President

PRINTED NAME AND TITLE OF SIGNATORY

4-5-11

DATE OF ATTESTATION

**TDLWD
RECEIVED
APR 06 2011
FISCAL SERVICES
NASHVILLE, TN**

EXHIBIT A

SOFTWARE ITEMS COVERED

The following table outlines the Virtual OneStop® modules that are covered in this Contract;

Module Description	Covered
CORE SERVICES FOR INDIVIDUALS MODULE: My Home Page, Career Services (career tips, career explorer-match your skills-job skills, career explorer-match your skills-personal skills, career informer, job market explorer) Job Seeker Services (Job search, job market trends, employers), Education Services (training providers and schools, training and educational programs, educational program completers), Labor Market Services (labor market facts, area profile, industry profile, occupation profile), Individual Registration, My OneStop Profile (personal profile, search history profile, assessment profile-job and personal skills), Quick Menu (Job Search), Assistance Center.	No
ADDITIONAL SERVICES FOR INDIVIDUALS MODULE: Financial Services (overall budget planning, training budget planning, transition budget planning), Education Services (financial aid for training), Community Services (eligibility requirements, programs and services), Unemployment Services (eligibility, filing, unemployment benefits) Veteran Services (list of available services), Youth and Senior Services (list of available services), Staff Provided Services (description of available services). <i>Requires Core Services for Individuals Module.</i>	No
LABOR EXCHANGE FOR INDIVIDUALS MODULE: Job Seeker Services (10 Steps to find a job, resumé builder, background wizard, letter builder, virtual recruiter-for individuals), My OneStop Profile (employment plan), Message Center (appointments, messages), Quick Menu (Resumé Builder, My Background). <i>Requires Core Services for Individuals Module.</i>	Yes
CORE ASSESSMENT MODULE: Career Services (career explorer-interest analyzer, career explorer- work importance analyzer, display of individual work values and interests for an occupation). My OneStop Profile (assessment profile- interests, work importance). <i>Requires Core Services for Individuals Module.</i>	No
CORE SERVICES FOR EMPLOYERS MODULE: Recruitment Services (candidate search-external search, job market trends) Education Services (training providers and schools, training an educational programs, educational program completers), Labor Market Services (labor market facts, area profile, industry profile, occupation profile), Assistance Center, Employer Registration, My Company Profile (corporate profile, search history profile)	No
ADDITIONAL SERVICES FOR EMPLOYERS MODULE: Human Resource Info and EEO Information (list of available services), Labor Relations (list of available services), Government Resources (list of available services), Wellness and Economics (list of available services), Employer Incentives (list of available services), Staff Provided Services (description of available services). <i>Requires Core Services for Employers Module.</i>	No
LABOR EXCHANGE FOR EMPLOYERS MODULE: Recruitment Services (post a job, candidate search-quick and advanced search for resumé, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter-for individuals). Company Profile (recruitment plan profile) Quick Menu (post a job, candidate search). <i>Requires Core Services for Employers Module.</i>	Yes

Module Description	Covered
WORKKEYS MODULE: Assessment Plan (input of individual WorkKeys® scores), Career Services (career explorer-Workplace skills, selection of appropriate occupations from scores). Recruitment Services (optional incorporation of WorkKeys® scores in labor exchange). My OneStop Profile (assessment profile- workplace skills). <i>Requires Core Services for Individuals, Core Case Management Module and Core Assessment Module.</i>	No
CONSUMER REPORTS MODULE: Education Services (display performance information for eligible programs, comparison of performance between programs and providers), Web Based Input of Eligible Training Providers and Programs, Staff Management of Eligible Programs and Providers.	No
CORE SERVICES FOR STAFF MANAGING INDIVIDUALS MODULE: Manage Individuals (create an individual account, assist an individual), Individuals My OneStop Profile (personal profile, search history profile), View Reports (registered Individuals, feedback surveys).	No
CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULE: Manage Employers (create an employer account, assist an employer, employer system access rights), Employers My Company Profile (corporate profile, search history profile), View Reports (registered employers, feedback surveys).	No
LABOR EXCHANGE FOR STAFF MODULE: Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. Manage Resumés (Advanced Search, Advanced Search by Job Order), Manage Job Orders (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results), Manage Labor Exchange (create/modify job skill sets, automated referral notification and follow up), View Reports (resumés, enrolled individuals, job orders). <i>Requires Core Services for Staff Module.</i>	No
SERVICE TRACKING MODULE: Manual and Automated Tracking of Services, Managing Individuals (scheduled services, manage individual services) , Case Management Profile (Activities-Service Plan), View Reports (Activities, Services Provided Employers, Services Provided Individuals). <i>Requires Core Services for Staff Module.</i>	No
CORE CASE MANAGEMENT MODULE: Case Management Profile (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. View Reports (case load reports, predictive reports, Federal Reports). <i>Requires Core Services for Staff Module and Service Tracking Module .</i>	No
WIA CASE MANGEMENT MODULE: Case Management Program (WIA Application, WIA participation record, WIA enrollment activities, Case Closure, WIA outcomes (exit), WIA follow-ups, Youth goals and /or Youth Numeracy Literacy tracking); Reports (predictive reports, soft exit reports, Federal Reports-9090,9091, WIA data validation file). <i>Requires Core Case Management Module.</i>	No
WAGNER PEYSER CASE MANAGEMENT MODULE: Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management, View Reports (enrolled individuals, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file). <i>Requires Core Case Management Module.</i>	No
GENERIC PROGRAM APPLICATION MODULE: "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Exit) with integration into IFT to assist in managing funds. <i>Requires Core Case Management Module.</i>	No
TRADE ADJUSTMENT ASSISTANCE CASE MANAGEMENT MODULE: "TAA" set of applications (Eligibility Application, Participation Application, Enrollment Activities, Case Closure, Exit, Follow-up, Federal Performance Reports, TAPR File) with integration into IFT to assist managing funds. <i>Requires Core Case Management Module.</i>	No

Module Description	Covered
<p>SCANNED DOCUMENTS MODULE: Capture and online review of scanned verification documentation. Supports Common Intake, Wagner Peyser, WIA, Generic Program, Trade Adjustment Assistance, Summer Youth Program, and Welfare Transition Modules.</p> <p><i>*Requires Core Case Management Module.</i> <i>**Scanning Hardware Not Included</i></p>	No
<p>STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers.</p> <p><i>*Requires Core Case Management Module</i></p>	No
<p>ADVANCED FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. Ability to create and manage and track funds and establish provider contracts. <i>Requires Core Case Management Module.</i></p>	No
<p>PROVIDER ADMINISTRATION MODULE: Administrative access to review provider applications, programs and general information to determine if provider successfully meets ETPL requirements. Providers and programs that are approved by administrator will be displayed to the public via the Consumer Reports Module.</p> <p><i>*Requires Provider Management Module</i></p>	No
<p>PROVIDER MANAGEMENT MODULE: A secure web portal which provides authorized training provides the ability to apply for recognition as an Eligible Training Provider. Providers can enter and manage information on training programs as part of the initial application process.</p>	No
<p>SUMMER YOUTH PROGRAM MODULE: "Summer Youth Program" set of applications (Eligibility Application, Individual and Mass Enrollment Activities, Exit, Reporting System) with integration into IFT to assist in managing funds. <i>Requires Core Case Management Module.</i></p>	No
<p>TRAINING APPLICATION MODULE: Allows individuals to complete training requirements, at which time staff confirms WIA eligibility. <i>Requires Core Case Management, Core Services for Individuals, and WIA Case Management Modules</i></p>	No
<p>WELFARE TRANSITION PROGRAM MODULE: Application, Objective Assessment Summary, Individual Employment Plan, calculation of required hours per week by number of work eligible people in the household and age of youngest child. Enrollment into countable work activity. Ability to record participation hours in a timesheet. <i>*Requires Core Case Management Module</i></p>	No
<p>SCAN CARD MODULE: Automated tracking of services and events using scan card readers. Addition of scan card id to registration. <i>Requires Service Tracking Module.</i></p>	No
<p>ATTENDANCE TRACKING MODULE: Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at One-Stop events.</p>	No
<p>ADMINISTRATION SYSTEM: Email Addresses, System Defaults, LMI Data Control, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Employer Services.</p>	No
<p>WEB CONTENT MANAGEMENT MODULE: A user-friendly, what you see is what you get (WYSIWYG) integrated content management tool. The Content Publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.</p>	No

Module Description	Covered
<p>LABOR MARKET ANALYSIS MODULE: Analyst Registration Module, Demographics (US census commuting -patterns, US census labor force, income, population), Education (training providers and schools, training and education programs), Employers (employer search, mass layoffs), Income and Wages (income, quarterly census of employment and wage, occupational wage), Industry (quarterly census of employment and wages, current employment statistics (CES), staffing patterns, industry employment & projections) , Labor Force (US census commuting patterns, labor force, employment & unemployment), Occupation (occupational employment by Industry, occupational employment & projections, occupational wages, licensed occupations), Economic Indicators (consumer price index, building permits, government transfer payments), Demographics (US census commuting patterns, US census labor force, income, population data.)</p>	No
<p>LMI DATA LOADER: A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.</p>	No

Exhibit B**Definition of Terms**

1. **DEFINITIONS** In addition to terms elsewhere defined in this Contract, the following terms shall have the meanings set forth in this Exhibit B for purposes of this Contract:
 - 1.1 **THE STATE** is the single end-user organization signing this Contract and authorized to use the PROGRAM
 - 1.2 **DOCUMENTATION** means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by THE CONTRACTOR from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by THE STATE under separate agreement with THE CONTRACTOR.
 - 1.3 **ENHANCEMENTS** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to CORE CODE and related DOCUMENTATION, including all new ReleaseS, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.
 - 1.4 **BASIC ENHANCEMENTS** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.
 - 1.5 **MAJOR ENHANCEMENTS** means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to THE CONTRACTOR' The States without separate charge.
 - 1.6 **ERROR** is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.
 - 1.7 **ERROR CORRECTION** is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.
 - 1.8 **MAINTENANCE MODIFICATIONS** are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORs, support new ReleaseS of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.
 - 1.9 **PROGRAM** is privately funded restricted computer software composed of the THE CONTRACTOR Virtual OneStop Program Modules listed in Exhibit "A" attached hereto collectively referred to as the PROGRAM including any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereto and updates thereof furnished by THE CONTRACTOR.
 - 1.10 **QUALIFIED PRIMARY CONTACT** means the individual designated by THE STATE for all technical support communications with THE CONTRACTOR. THE STATE'S designee shall be an experienced and trained user. All updates and shipments will be sent to the designee for distribution.

- 1.11 **REGULAR BUSINESS HOURS** are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.
- 1.12 **Release** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.
- 1.13 **STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to THE CONTRACTOR via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.
- 1.14 **THE STATE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of subscribing to the PROGRAM.
- 1.15 **WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.