

CONTRACT #13
RFS # 337.10-76513
FA # NA
Edison # 36200

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

**BURNS
PHILLIPS**
COMMISSIONER

April 30, 2013

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

REF: 337.1076513 Non-Competitive Contract

Dear Mr. Geise:

On March 25, 2013, employees from the Tennessee Department of Labor and Workforce Development appeared before the Fiscal Review Committee and were given approval for a five-year non-competitive contract with Geographic Solutions, Inc.. After further review and with assistance from the Departments of Finance and Administration and General Services, we are submitting a revised contract proposal. Instead of the original five-year contract, we are asking for a three-year contract with a two-year extension. SCUBI, the new unemployment benefit system project with consortium states, has a planned implementation date in three years. During the course of the project, TN will re-evaluate our needs for a Workforce Services solution that integrates seamlessly with SCUBI.

Justification for the contract remains unchanged. The Department is struggling with inadequate legacy systems that are inflexible and costly to maintain. Geographic Solutions, Inc. can provide an immediate and proven solution to meet our requirements and replace several of these legacy systems. In addition, time is of the essence since the funding for implementation is non-recurring federal money that must be obligated by June 30, 2013 and September 30, 2013.

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 June 1, 2013 through May 31, 2016, with a two year extension clause. 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 and agency business objectives. 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 three-year period of the contract, we expect cost savings of approximately \$2 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,

A handwritten signature in cursive script, appearing to read "Burns Phillips".

Burns Phillips, Commissioner

BP: 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)	36200	Edison RFS Number: (if applicable)	3371076513
*Original Contract Begin Date:	6/01/2013	*Current End Date:	6/30/2018
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:	5/01/ 2013		
*Submitted Within Sixty (60) days:	No		
If not, explain:	Resubmitted see note		
*Contract Vendor Name:	Geographic Solutions, Inc		
*Current Maximum Liability:	10,399,621.36		
*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: 10,156,121.36

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
A-1					

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**

Source/Amount:				
Interdepartmental:	N/A		Other:	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	

C.3.b.

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)
Completion and Acceptance of the Elaboration Phase	\$ 187,000.00 each
Completion and Acceptance of the Construction Phase	\$187,000.00 each
Completion and Acceptance of the Transition Phase	\$ 187,000.00 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	12,432.25 quarterly
Full Job Spidering-Module- quarterly license fee	60,875.00 quarterly

(2) For service performed between 06/1/2013 and 5/31/2015, the Contractor shall be compensated based upon the payment rates listed in Section C.3.b.(1) above.

(3) For services performed between 06/01/2015 and 5/31/2016, the percentage increase is limited to three percent (3%) of the payment rates listed in Section C.3.b(1).

(4) As services provided by the Southeast Consortium Unemployment Benefits Insurance (SCUBI) system go live, the State shall request, and the Contractor shall approve, that a specific module outlined in Exhibit A that provides the equivalent services to that provided by the new SCUBI system be removed. The State will cease payment to the Contractor for the removed module after providing 30 days written notice to the Contractor.

c. The Contractor shall be compensated for additional services requested and performed pursuant to Contract, Section A.8, without a formal amendment of the Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.8, PROVIDED THAT compensation to the Contractor for such "SOW" shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Section A. If, at any point during this Contract period, the State determines that the cost of a necessary "SOW" would exceed said maximum amount, the State may amend this Contract to address the need.

The hourly rates for additional enhancements are as follows:

Staff Role:	Hourly Rate
Senior Project Manager	\$157.00
Project Manager	\$140.00
Senior Business Analyst	\$175.00
Business Analyst	\$157.00
IT Security Administrator	\$135.00
Database Administrator	\$180.00
Configuration Engineer	\$122.00
Quality Assurance Manager	\$149.00
Quality Assurance Technician	\$122.00
Technical Support Analyst	\$113.00
Senior Developer	\$180.00
Data Analyst	\$149.00
Data Architect	\$157.00
Data Conversion Manager	\$149.00
Data Conversion Analyst	\$126.00
Data Conversion Specialist	\$113.00
Interface Specialist	\$157.00
Web Designer	\$135.00
Programmer Analyst	\$135.00
System Analyst	\$144.00
Operations Manager	\$167.00
Test Manager	\$117.00
Chief Solutions Architect	\$167.00

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:

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Expense Summary by Fiscal Year

		Existing Contracts and Services	Current Costs with New Contract	Annual License Fee &/or One-Time Fees	Net Difference
FY 13/14	5/15/2013 - 6/30/2014	\$2,912,596.47	\$1,209,761.74	\$1,720,454.00	\$17,619.27
FY 15	7/1/2014 - 6/30/2015	\$2,760,096.47	\$0.00	\$2,007,679.00	-\$752,417.47
FY 16	7/1/2015 - 6/30/2016	\$2,842,899.36	\$0.00	\$2,067,909.37	-\$774,989.99
FY 17	7/1/2016 - 6/30/2017	\$2,842,899.36	\$0.00	\$2,067,909.37	-\$774,989.99
FY 18	7/1/2017 - 6/30/2018	\$2,928,186.35	\$0.00	\$2,129,946.65	-\$798,239.70
Total for 5-yr period		\$14,286,678.02	\$1,209,761.74	\$9,993,898.39	-\$3,083,017.89

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	5/1/2013
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	\$ 10,399,621.36
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></p>	

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33710-76513	
1. Contract #		
2. Service Caption	Jobs4TN Expansion	
3. Contractor	Geographic Solutions, Inc.	
4. Contract Period <i>(with ALL options to extend exercised)</i>	60 months	
5. Contract Maximum Liability <i>(with ALL options to extend exercised)</i>	\$ 10,399,621.36	
6. Rule <i>(for which the exception is requested)</i>	<input type="checkbox"/> 0620-3-3-.03(2)(a) OR 0620-3-3-.05 requiring compliance with relevant model guidelines (only if required by oversight authorities) <input type="checkbox"/> 0620-3-3-.05(5) requiring the prescribed Nondiscrimination contract provision <input type="checkbox"/> 0620-3-3-.07(5) prohibiting a contract term greater than five (5) years <input type="checkbox"/> 0620-3-3-.07(8) prohibiting a contract with a former state employee in within six (6) months of termination <input type="checkbox"/> 0620-3-3-.07(22) requiring contractor travel reimbursement in accordance with state travel regulations <input checked="" type="checkbox"/> OTHER <i>(cite the relevant rule below)</i> 0620-3-7-.01(1)	
7. Explanation of Rule Exception Requested	Limitation of Liability. The Department is requesting the Contractor's liability be limited to an amount equal one (1) times the Maximum Liability amount rather than two (2) times.	
8. Justification	This contract is for the implementation of an existing software application product that has already been successfully implemented in other state's labor and workforce agencies. This is not a typical software development contract. The full implementation will occur in year 1 of the contract. Years 2 and 3 are for continued annual support for the implemented products.	

Request Tracking #	33710-76513
Agency Head Signature and Date <i>(contracting agency head or authorized signatory)</i> 	



CONTRACT

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

Begin Date 6/01/2013	End Date 5/31/2016	Agency Tracking # 3371076513	Edison Record ID 36200
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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	1,882,267.97			2,126,176.97
15		2,007,679.00			2,007,679.00
16		2,067,909.37			2,067,909.37
17					
18					
TOTAL:	243,500.00	5,957,856.34			6,201,765.34

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)	
<input type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input checked="" type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> 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 new software modules and software maintenance and support services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a 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. Definitions.

- a. Agency Partners. Agency partners are non-state employees who are authorized users of the system by the Employment Security Administrator in compliance with State security policies.
- b. Analyst Resource Center (ARC). ARC provides a set of services and products to enhance information delivery to workforce development customers in the employment, education, and economic development sectors. These resources are a critical part of the Workforce Information System. The ARC is managed by a workgroup supported by the U.S. Department of Labor, Employment and Training Administration. The workgroup includes members representing states across the country and the National Crosswalk Service Center.
- c. ARC Employer Database. The ARC provides customer access to a comprehensive Employer Database with information on more than 10 million businesses across the country, along with other valuable resources. Also referred to as America's Labor Market Information System (ALMIS) database.
- d. State Owned Data. Data provided by State to Contractor or data input by or on behalf of the State or its Agency Partners. .
- e. Documentation. Contractor's proprietary product documentation that is not intended for distribution to end users.
- f. Enhancement. 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. The Contractor may designate an enhancement as minor or major, depending on the assessment of its value and of the function added to the Program. However, the State shall make the ultimate decision on such designation depending on the State's assessment of the development effort required.
- g. Error. 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 the Contractor, the term "applicable specifications" in the preceding sentence shall be

defined as "reasonable expectations for operation and usability."

- h. Error Correction. 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.
- i. Program. Program is privately funded restricted computer software composed of Contractor's 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 Contractor.
- j. Workforce Information Database (WID). The Workforce Information Database is the database, which provides states with a common structure for storing information in a single database in each state. The Database serves as the cornerstone for information delivery, workforce research, and product development for information that is standard and comparable across all states. The Database, once populated, brings together critical workforce information from many sources to promote better analysis and more sophisticated interpretation. Using the same version of the Database in all states is important for providing interstate access to workforce information.

The WID database is also known as 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.

A.3. The Contractor shall provide the implementation services for the modules listed in Exhibit A utilizing a project management methodology to include the phases detailed in this Section, subparts a.- d. Written certification of the completion of each phase shall be provided by the Contractor in the form of an acceptance certificate and shall require written approval from the State's Employment Security Administrator and Information Technology Administrator/Assistant Administrator before a payment is authorized for each payment milestone outlined in Contract Section C.3. Approval shall also occur if the software delivered in that phase has been installed and is accessible by State and has been operating on the host production servers without a significant reported and reproducible Error for a period of fifteen (15) calendar days; or within fifteen (15) calendar days of receiving an acceptance certificate, State does not return the certificate to Contractor, indicating rejection of the phase and a valid reason for the rejection. Acceptance by State shall not be unreasonably withheld.

- a. Elaboration Phase. The Contractor shall conduct the activities and create project deliverables as defined in Exhibit B sections 2, 2.1.1, 2.1.2, 2.1.3, and 2.1.4 no later than four months from the effective date of this contract.
- b. Construction Phase. The Contractor shall conduct the activities and create the project deliverables as defined in Exhibit B sections 3, 3.1.1, and 3.1.2 no later than eight months from the effective date of this contract.
- c. Transition Phase. The Contractor shall conduct the activities and create the project deliverables as defined in Exhibit B sections 4, 4.1.1, 4.1.2, and 4.1.3 no later than ten months from the effective date of this contract.
- d. Post Implementation Phase. The Contractor shall provide annual licensing, hosting, maintenance and support upon successful completion of the Transition Phase.

The timeframes listed above will be extended if a delay is the result of any action or in action on the part of the State. Any delays to the timeframe listed above will be processed through the change management process outlined in Section A.11 of this Contract.

- A.4. Hosting. The Contractor shall provide hosting services for the implemented application modules and database as described in Exhibit C.
- A.5. System Availability and Notification. The system shall be available 24/7/365. A regularly scheduled maintenance window of 10:00pm CT Saturday to 8:00am CT Sunday shall be established. The Contractor shall provide the State written notice at least two (2) business days prior to all planned hardware, software, and network updates and patches including, but not limited to, operating system, web server, application server, firewall, load balancer, and SSL. The Contractor must have written approval from the State's Employment Security Administrator and Information Technology Administrator/Assistant Administrator prior to conducting any maintenance.
- A.6. Maintenance. The Contractor shall provide annual licensing, maintenance and support of the implemented modules.
- a. Code Changes Resulting From WID Database Structure Changes. The Contractor shall make WID DATABASE changes as defined in writing by the U.S. Department of Labor, Employment and Training Administration. The Contractor and the State will jointly review modifications resulting from WID DATABASE changes and designate the changes as minor or major. The Contractor may designate a modification as minor or major, depending on the assessment of its value and of the function added to the program. However, the State shall make the ultimate decision on such designation depending on the State's assessment of the development effort required. The Contractor agrees to perform minor modifications to the program to incorporate changes at no additional cost to the State. 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 developed solely for the State for customization may be considered a major change.
- b. Digital Map Changes. The Contractor shall perform modifications to the digital maps in the program to incorporate geographic boundary changes. The Contractor and the State will jointly review modifications resulting from boundary changes and designate the changes as minor or major. However, the State shall make the ultimate decision on such designation depending on the State's assessment of the development effort required. Major changes to digital maps will be treated as change orders as outlined in section A.8. of this Contract. 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.
- c. New Releases. The Contractor will periodically issue new releases to the program, containing error corrections and/or enhancements, to the State pursuant to the Maintenance Agreements 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 Agreement, without additional charge. The Contractor shall conduct quality assurance testing on new releases prior to State testing. The Contractor shall provide reasonable assistance to the State with installing and operating each new release. Releases are cumulative; therefore, the State is required to install each new release after a reasonable test period during which errors shall be reported and corrected. The deployment of new releases shall be on a mutually agreed upon date. After deployment, the State shall have fifteen (15) calendar (excluding weekends and Tennessee holidays) after receipt of each new release to report errors, and shall have three (3) calendar days (excluding weekends and Tennessee holidays) after receipt of any correction to report errors with the correction. Written approval from the State is required to confirm all errors have been corrected and the new release is considered a workable version that can be moved to production. If State fails to install any new release contractor will provide support and maintain previous versions and Releases of

the Program for a period not to exceed 180 days from the date the release is made available to State.

- d. ARC Employer Database Updates. The Contractor shall provide to the State any updates to the Analyst Resource Center (ARC) employer database within 10 business days after release of new editions, including in-State employers and out-of-State employers in Tennessee’s Metropolitan Statistical Areas (MSAs) with five or more employees.
- e. Federal and State Law Changes. Pursuant to the maintenance contract, and at no additional cost to the State, the Contractor shall make necessary changes to the Program code and reporting capabilities, which are necessary to comply with federal and State law changes.

A.7. Support. The Contractor shall provide help desk and technical support services.

- a. Support Hours. Regular help desk support hours are between 8:00 a.m. and 6:00 p.m. CT, Monday through Friday, excluding regularly scheduled holidays.
- b. Telephone Support The Contractor shall provide the State priority telephone support during regular business hours. Such support shall permit the State to report problems and seek assistance in the use of the program.
- c. E-Mail Support. The Contractor shall provide the State priority E-mail support during regular business hours. Such support shall permit the State to report problems and seek assistance in the use of the program.
- d. Error Correction. The Contractor shall use reasonable diligence to correct verifiable and reproducible 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 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 thirty (30) calendar days.
- e. Support Response and Resolution Time. Support issues and incidents will be classified and resolved as defined.

Severity	1 (Code Red)	2 (Critical)	3 (High)	4 (Medium)	5 (Low)
Definition	There is no acceptable workaround to the problem (i.e., the services cannot be performed in any other way).	There is an acceptable workaround to the problem (i.e., the services can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.	All other events
Proposed Support Hours	24/7/365 via emergency support number	7am-8pm ET, excluding holidays	7am-8pm ET, excluding holidays	7am-8pm ET, excluding holidays	7am-8pm ET, excluding holidays
Initial Response Time	1 hour or less	3-8 hours	3-8 hours	3-8 hours	As time permits

A.8. Additional Services. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract.

- a. Statement of Work (SOW). After receipt of a written request for additional services from the State, the Contractor may respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Said proposal must specify:
 - (1) The effect, if any, of implementing any changes.
 - (2) The specific effort involved in completing any changes.
 - (3) The expected schedule for completing any changes.
 - (4) The maximum number of person hours required for any changes.
 - (5) The maximum cost for any changes. The maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a SOW between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract. A copy of the SOW shall be filed with the Comptroller of the Treasury.

- b. SOW Performance. Subsequent to State approval of an SOW, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- c. SOW Remuneration. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved SOW, without formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract, Section C.3.c, PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the necessary work, not to exceed the maximum cost for the change detailed in the SOW. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved SOW authorizing this service. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.9. Exceptions.

The following matters are not covered by this Contract:

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 calendar (45) days, sufficient for the State to implement the newest workable RELEASE.

A.10. State Responsibilities.

- a. Cooperation of State. 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 and a request by the Contractor, the State agrees, to submit to the Contractor a listing of output and any other data necessary for the Contractor to reproduce the error and operating conditions under which the error occurred or was discovered.
- b. Qualified Primary Contacts. The State will 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.

- A.11. Change Management Plan. The Contractor and the State shall create a Change Management Plan prior to the initiation phase. This Change Management Plan shall establish a change management process to control changes to scope, requirements, and other approved deliverables and to ensure that these changes are systematically documented, assessed for need, impact, and appropriateness, and presented to the State Project Management Office (PMO) director for review and approval. This includes changes to settings and other configurations.

The Contractor shall meet the minimum change management requirements as approved by the State.

- A.12. Post Termination. 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. The Contractor will turn over all State owned data in the format and method specified by the State within five (5) business days of the Contract termination or expiration.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning 06/01/2013, and ending on 05/31/2016. 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.

- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed six million two hundred one thousand seven hundred sixty five dollars and thirty four cents (\$6,201,765.34). 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)
Completion and Acceptance of the Elaboration Phase	\$ 187,000.00 each
Completion and Acceptance of the Construction Phase	\$187,000.00 each
Completion and Acceptance of the Transition Phase	\$ 187,000.00 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	12,432.25 quarterly
Full Job Spidering-Module- quarterly license fee	60,875.00 quarterly

(2) For service performed between 06/1/2013 and 5/31/2015, the Contractor shall be compensated based upon the payment rates listed in Section C.3.b.(1) above.

- (3) For services performed between 06/01/2015 and 5/31/2016, the percentage increase is limited to three percent (3%) of the payment rates listed in Section C.3.b(1).
- (4) As services provided by the Southeast Consortium Unemployment Benefits Insurance (SCUBI) system go live, the State shall request, and the Contractor shall approve, that a specific module outlined in Exhibit A that provides the equivalent services to that provided by the new SCUBI system be removed. The State will cease payment to the Contractor for the removed module after providing 30 days written notice to the Contractor.
- c. The Contractor shall be compensated for additional services requested and performed pursuant to Contract, Section A.8, without a formal amendment of the Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.8, PROVIDED THAT compensation to the Contractor for such "SOW" shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Section A. If, at any point during this Contract period, the State determines that the cost of a necessary "SOW" would exceed said maximum amount, the State may amend this Contract to address the need.

The hourly rates for additional enhancements are as follows:

<u>Staff Role:</u>	<u>Hourly Rate</u>
Senior Project Manager	\$157.00
Project Manager	\$140.00
Senior Business Analyst	\$175.00
Business Analyst	\$157.00
IT Security Administrator	\$135.00
Database Administrator	\$180.00
Configuration Engineer	\$122.00
Quality Assurance Manager	\$149.00
Quality Assurance Technician	\$122.00
Technical Support Analyst	\$113.00
Senior Developer	\$180.00
Data Analyst	\$149.00
Data Architect	\$157.00
Data Conversion Manager	\$149.00
Data Conversion Analyst	\$126.00
Data Conversion Specialist	\$113.00
Interface Specialist	\$157.00
Web Designer	\$135.00
Programmer Analyst	\$135.00
System Analyst	\$144.00
Operations Manager	\$167.00
Test Manager	\$117.00
Chief Solutions Architect	\$167.00

- 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:

- 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 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 Chief Procurement Officer, 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 Chief Procurement Officer, 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 perform its obligations under this Contract, fails to perform its obligations under this Contract in a timely 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, workers compensation 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. Without the prior written consent of State, the Contractor shall not recruit or hire any personnel of the State who are or have been assigned to perform work for the State, without the prior written consent of the State, during the contract period and 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, error corrections 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 State Owned 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.

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

- E.7. Confidentiality of Records. 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.

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.

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 known 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.

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

E.8 Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Section. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof. 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, upon receiving written approval from the State ES Administrator or his or her designee , 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. Such approval will not be unreasonably withheld. Upon compliance with Contractor' demand, the State will receive a credit of the annual fee paid to be prorated on a monthly basis , 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.

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 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 use by the State 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.

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

- E.9. 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. Notwithstanding anything in this section E.9. to the contrary, any provision or provisions of this section E.9. will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to the Maximum Liability amount detailed in section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

E.10. Warranties.

Limited Warranty. Contractor represents and warrants to State that for the term of this contract that, the Program when properly used by State, will perform substantially to the Program's functional specifications. During the period of this contract, if any reproducible Error in the Program appears, for which Contractor is responsible, Contractor shall employ prompt, commercially reasonable efforts to correct or cure such Error at no additional charge to State. However, Contractor, is not obligated to correct, cure, or otherwise remedy any Error in the Program if (1) State has performed any maintenance or modifications to the Program without Contractor's express prior written authorization; (2) the Program has been misused or damaged in any respect; or (3) Contractor has not been notified, in writing, of the existence and nature of such Error promptly upon discovery. The foregoing warranty shall apply only to the most current version of the Program issued by Contractor. Contractor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Program. Contractor is not responsible for obsolescence of the Program that may result from changes in State's requirements.

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,

Third party data. The State acknowledges that the Program may display labor market 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 after consulting with the State for approval.

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.

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.

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.

- E.11. 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 regarding Contractor's ownership and license of Program and Documentation that may be required by the governmental customer unless agreed to by the Contractor in writing.
- E.12. 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.13. 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 only be assigned by the Contractor with the written consent of the State ES administrator or their designee. Such consent will not be unreasonable withheld.
- E.14. 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.
- E.15. Authorized Users. The Contractor acknowledges that Agency Partners are authorized users of all modules of this program.
- E.16. 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:

Burns Phillips, Commissioner

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER: RFS# 3371076513	36200
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>CORE SERVICES FOR INDIVIDUALS MODULE: 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>LABOR EXCHANGE FOR INDIVIDUALS MODULE: 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>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) Requires: Core Services for Individuals Module.</p>	Yes
<p>CONSUMER REPORTS MODULE: 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>CORE SERVICES FOR EMPLOYERS MODULE: 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>EMPLOYER LABOR EXCHANGE MODULE: 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

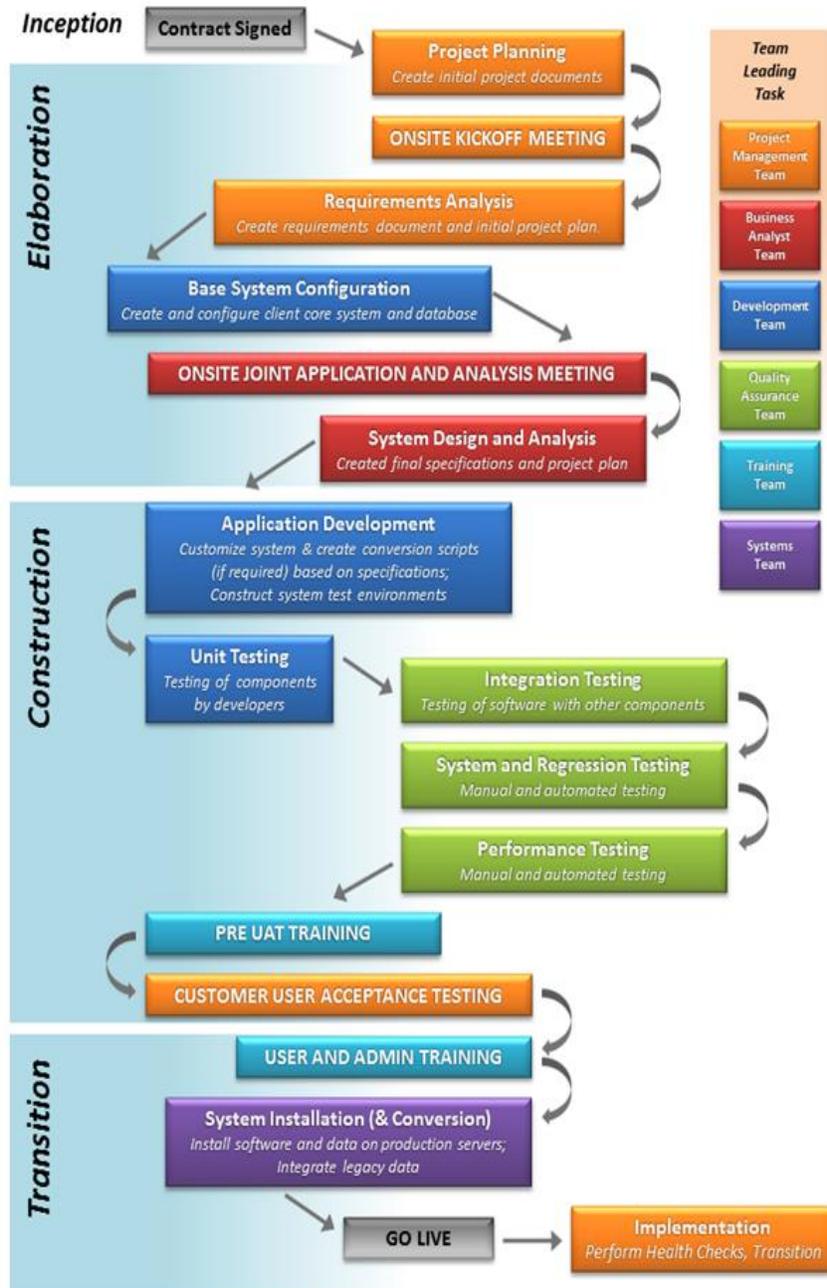
Tennessee VOS/REX Implementation Timeline

Geographic Solutions will add components of our web-based Virtual OneStop software to Tennessee's current system, <https://www.jobs4tn.gov>, to include the modules listed in the contract. The system will be hosted by Geographic Solutions. The following timeline is outlined to reflect the tasks associated with our GRID project management methodology which is described on the following pages. The proposed timeframes may vary, depending on conversion requirements and the availability of Tennessee staff during the various development phases.

PHASE	Activity/ Deliverable	Start/Complete from Contract Execution Date
Inception	Contract Approval	1 week
Elaboration	Project Kick-off/ Planning/Document Development	6 weeks
	Base System Configuration	6 weeks
	JAD/JAR meetings	1 week
Construction	Application Development	16 weeks
	Quality Assurance /Unit Testing	2 weeks
	UAT Training - provided online	1 day
	User Acceptance Testing	3 weeks
Transition	Admin Training - provided online	1 day
	On-site Staff Training – 8 days, Class size limited to 25.	2-3 weeks (work around holidays)
	Installation & Production Testing	6 weeks
Implementation	System Implementation (Go Live)	
Post-Implementation	Hosting, Maintenance and Support - Monthly License Fee	Ongoing
	Total	

GRID Project Management

Geographic Solutions will designate a project manager who will be responsible for ensuring a successful conversion and continued operation of all our services. The designated project manager will have an ongoing essential role in communicating and working closely with Tennessee's project manager and project staff. A foundational part of our project manager's toolkit to ensure a successful project is to implement the project using our standard Geographic Solutions Rapid Integrated Development (GRID) project management methodology.



GRID Project Implementation Methodology

Geographic Solutions uses a single, proven project planning and management approach to implementing projects. Our approach blends the essential ingredients for low risk, cost-effective, and successful delivery of workforce development, unemployment insurance, and labor market information solutions.

Geographic Solutions has developed a unique and effective rapid integrated development methodology that follows Rational Unified Process (RUP) principles and uses our own decades-long experience-base. The methodology also accounts for the fact that the business process for our customers involves customizing an off-the-shelf product rather than building one from scratch.

Our methodology, referred to as Geographic Solutions' Rapid Integrated Development (GRID) method, is our standard approach for managing projects. The methodology is an adaptable process framework that enables our development organization and software project teams to select the elements of the process that are appropriate for their needs, and then adapt them for quick implementation based on the needs of the specific project. Our GRID methodology is a tested and proven collection of project management practices gained from many years of managing workforce development/job matching and labor market information systems projects. The GRID methodology covers the project management activities for all the phases of a project necessary for rapid integrated development and deployment, including change control management.

The GRID methodology aligns to the IEEE Standard 12207-2008 for Systems and Software Engineering – Software Life Cycle Processes and the IEEE Standard 16326-2009, IEEE Systems and Software Engineering – Life Cycle Processes – Project Management.

The Geographic Solutions project management approach adheres to the Project Management Institute's (PMI) internationally recognized project management methodology as described in the Project Management Body of Knowledge, or PMBOK® Guide.

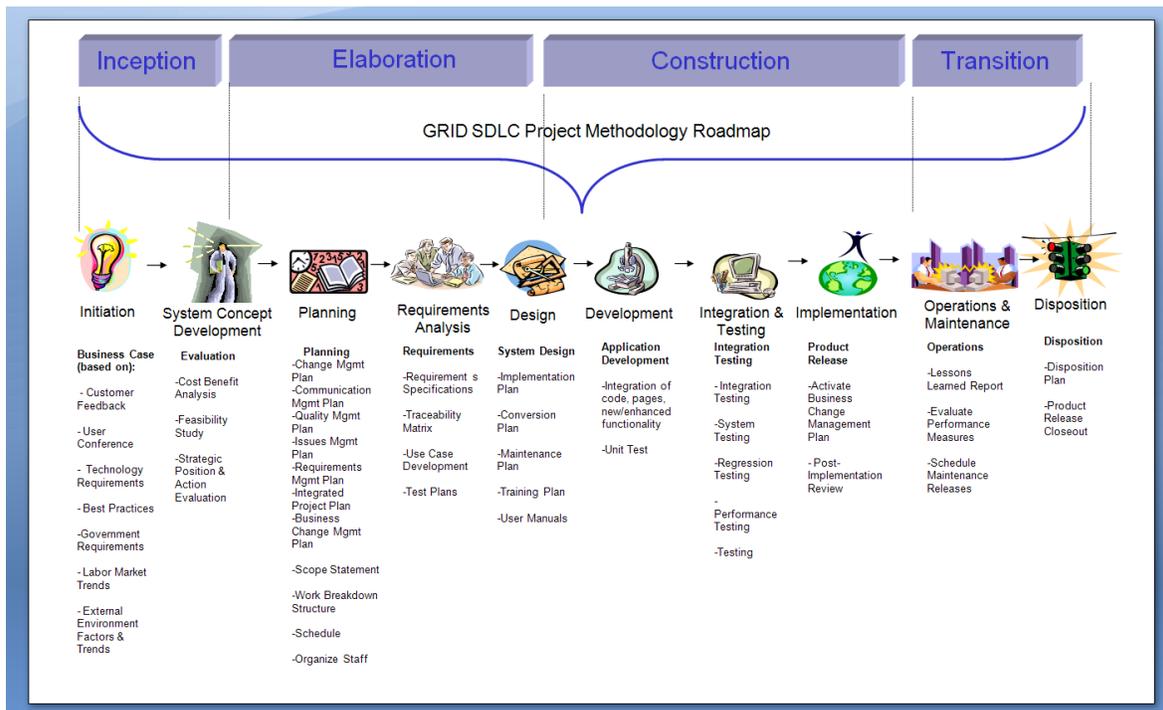
GRID provides a formal yet flexible approach to formulating, implementing, and maintaining workforce information systems. The GRID project methodology has numerous advantages. GRID is:

- **Modular** and divided into components (phases and stages), which can be included or excluded depending on the requirements.
- **Scalable** and equally applicable to any size project, from our smallest customers to the largest.
- **Comprehensive.** It includes all possible items that could be required for a successful implementation.
- **Flexible.** It is capable of being rearranged and adjusted to meet the client-specific requirements.

The GRID implementation process reduces the amount of time our customers need to commit their own staff to the project because the process is streamlined, and the roles and requirements are clearly defined.

The GRID methodology is designed to achieve the project's objectives while minimizing risk for both parties. GRID is centered on a development life cycle grounded in IEEE software life cycle processes, PMI standards, as well as the phases and life cycle of a RUP approach. The GRID project life cycle is a mechanism for planning, monitoring, and managing activities across the entire project life cycle, from requirements analysis, through design, development, and testing, and culminating in successful product implementation. The life cycle of the project refers to the tasks required to perform the project and the dependent relationships among those tasks. As illustrated in the flowchart below, a GRID life cycle is sequential and provides for a structured approach to implementation project planning.

The GRID SDLC Project Methodology Roadmap which follows illustrates an overview of the Geographic Solutions' systems development life cycle from project initiation to project implementation.



GRID SDLC Project Methodology Roadmap

The methods, tools, and techniques used in the GRID life cycle project planning utilize the PMI Process Groups aligned to the Geographic Solutions' GRID phases to specify, design, build, test, integrate, document, maintain, and deliver the solution and work products to the client. The phases (Inception, Elaboration, Construction, and Transition) and stages of the GRID methodology are discussed in detail the following subsections.

Inception Phase

The Inception phase involves the signing of, and agreement to, the contract, which will include Geographic Solutions' Standard License Agreement. This phase includes final contract negotiations and also confirms the project schedule and deliverables.

Elaboration Phase

The Elaboration phase is where the project starts to take shape. In this phase problem analysis and planning is performed, and the architecture of the project gets its basic form through processes involved in defining initial requirements, creating baseline builds and test environments, defining configurations, and performing system design and analysis.

This phase will include key milestones such as:

- A description of the software architecture in the software system development process.
- A list of the business cases and risks (which will be revised in other phases).
- A development plan for the overall project.
- Full system design and analysis documents to describe system requirements.

Project Planning Stage

The cornerstone of Geographic Solutions' success in implementing workforce development/case management/ job matching and labor market information systems is our project management and business analyst staff. Most of our project managers and business analysts have at least five years of workforce development experience at the state and local level; many of them have considerably more. Their expertise in specific applications allows them to collaborate effectively with customers. A primary focus is the assessment of customer needs and the subsequent development of the right solution, on target with the customer's requirements. Geographic Solutions provides a Project Manager for the project who serves as the vendor point of contact.

Geographic Solutions' project management planning utilizes industry best practices, as identified and supported by both the Project Management Institute (PMI) and the Institute of Electrical and Electronics Engineers (IEEE), among others. We leverage the strengths of these best practices to drive a collaborative and winning project planning methodology with a proven track-record. These practices give our project managers a high degree of project control, enabling them to deliver projects on time, on budget, and on scope.

Our purpose in the Project Planning process is to collaboratively produce and communicate effective and workable project management plans. This process determines the scope of the project management and technical activities, identifies process outputs, project tasks and deliverables, establishes schedules for project task conduct (including achievement criteria), and identifies required resources to accomplish project tasks.

As a result of successful implementation of the Project Planning process stage, the scope of work for the project is defined; the feasibility of achieving the goals of the project with available resources and constraints are evaluated; the tasks and resources necessary to complete the work are sized and estimated; interfaces between elements in the project, and with other project and organizational units, are identified; plans for the execution of the project are developed; and plans for the execution of the project are activated.

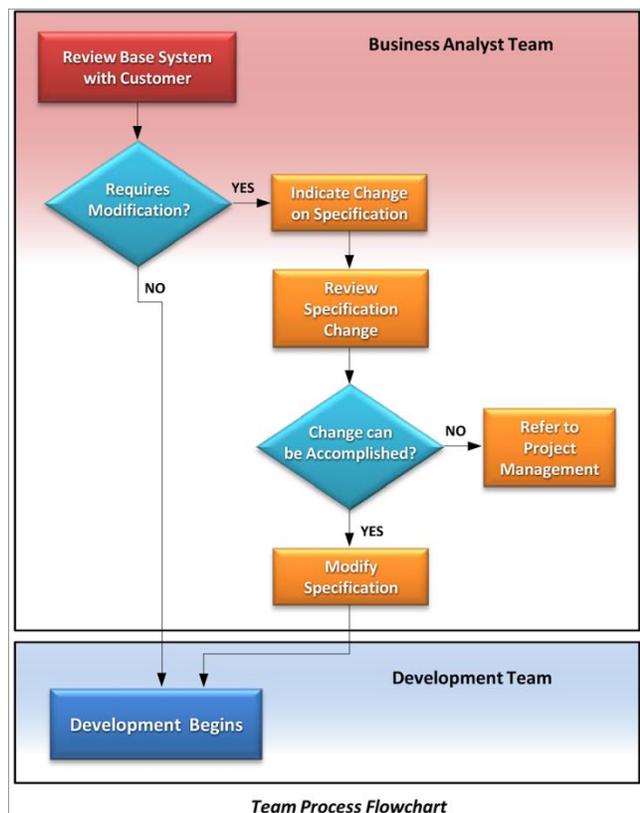
Geographic Solutions conducts its project management planning using the IEEE Standard for Systems and Software Engineering – Life Cycle Processes – Project Management (IEEE Std. 16326-2009) and the Project Management Institute's (PMI) project management methodology as described in the Project Management Body of Knowledge, or PMBOK® Guide. At the beginning of the Project Planning stage, the project management team will create a set of initial project planning documents that include the following:

- Project Resources
- Process and Communications
- Deliverables
- Software Requirements
- Data Requirements
- Security & Administration Requirements
- Data Conversion Requirements
- Interface Requirements
- Training Requirements
- Support and Maintenance Requirements
- List of Required Documents
- List of Service Tracking Requirements
- Reporting Requirements
- Configuration Requirements
- Transition Requirements (Pilot Plan)
- Initial Project Schedule

During the Project Planning stage, Geographic Solutions develops a detailed project plan/schedule with a specific work breakdown structure for all project phases.

Requirements Analysis Stage

Geographic Solutions recognizes that thorough requirements management is a critical component of effective project management. The success of each project depends on how thoroughly the requirements are defined and managed throughout the life of the project. GRID incorporates a well-defined and proven requirements analysis and management methodology that is used to manage both functional and non-functional system requirements.



The identification of requirements starts with the contract baseline and flows to the final specifications. This flow proceeds continuously throughout the project life cycle through multiple iterations of requirements and specifications.

The Geographic Solutions project team works with client staff to develop the requirements materials. It is essential that all of the project requirements be captured effectively as they will become the baseline for the project.

The team begins the requirements analysis during the project kickoff meeting. Requirements will be determined from the initial source and project planning documents. The project's requirements are identified and categorized into the following groups:

- **Software Requirements** – A detailed list of required components coupled with any necessary additional functionality.
 - **Data Requirements** – This will include any data that needs to be referenced by the system.
 - **Interface Requirements** – This will include a list of interfaces to be created including any uploads to legacy systems.
 - **Conversion Requirements** – This will include any programs that need to be developed to import or output data in a different format, if applicable.
 - **System Requirements** – This includes any issues with the network and hardware infrastructure.
 - **Security Requirements** – This includes user privileges and SSL requirements.
 - **Reporting Requirements** – This includes an outline of the reports that will be required in the system.
 - **Training Requirements** – This includes a listing of the training that will be required to implement the system.
 - **Support and Maintenance Requirements** – This includes an outline of any support and maintenance that will be required after implementation.
 - **Configuration Requirements** – This includes basic system business rules and options.
- Geographic Solutions' project team captures the client's system requirements and develops a requirements document. Deliverables applicable to the requirements analysis stage are:
- List of all project resources
 - Detailed requirements and configuration document
 - Initial project plan

The client reviews and approves the identified requirements. The requirements that were identified by the analysis and outlined in the requirements document are addressed in the Analysis and Design stage. Later in the project life cycle, the implemented components will be tested to show that requirements have been met.

Base System Assembly Stage

A unique aspect of the GRID methodology is that prior to performing the full analysis and design, Geographic Solutions takes the known project requirements and creates a base system configured to these requirements. The information gathered during the Requirements Analysis stage is used to select the appropriate components from the Geographic Solutions Component Library and configure a system to meet the client's needs. This includes elements such as the required look and feel, custom maps, and specific business rules and system settings.

The base system that is developed at the time of the project initiation forms the baseline for the Joint Analysis and Design meeting. It has been Geographic Solutions' experience that joint systems design and analysis is more rapid and effective when staff can review a live website rather than simply reviewing paper designs and specifications.

Analysis and Design Stage

The Analysis and Design stage provides the process for transitioning from the project vision to the deployment of the client's customized installation of Virtual OneStop. This stage is led by Geographic Solutions' Business Analyst Team and supported by the Project Management Team.

The foundation of the analysis and design stage of our project management methodology is a Joint Application Requirements/Joint Application Design (JAR/JAD) meeting that includes Geographic Solutions' experienced professionals and representatives of our client, along with stakeholders and partners that will use the new system. This meeting – sometimes a series of meetings depending on the project scope - includes a detailed step-by-step review of the system architecture, data structure, interfaces, web page screen designs, and program specifications. This includes validation of business rules that are required, default values, sources of information, and how the information will be transferred to the system.

As part of the analysis, the scope, risks, critical success factors, goals, and objectives of each required item from the specifications of the system are reviewed. As part of the analysis, the scope, risks, critical success factors, goals, and objectives of each required change to the specifications of the system are reviewed. Specifically the analysis will:

- Identify and document each system change decision.
- Establish the theme to follow on the pages throughout the system; document each page and changes to be made to that page.
- List system links and define where they are used within the system.
- Result in a detailed project schedule. The schedule will identify all tasks required to complete the project, include a time estimate for task completion, and list the required staff resources.
- The result of the JAR/JAD meetings are final specifications that provide the foundation for demonstrating that the system satisfies all allocated requirements. The final specification package includes documentation outlining the system architecture, data structure, interfaces, web page screen designs, and program specifications. The specifications provide the foundation for demonstrating that the system satisfies all allocated requirements.

Construction Phase

In this phase, the main focus is on designing the components and features of system for the client. The bulk of the coding to develop customizations and requirements defined for the system takes place in this phase. Several construction iterations may be developed in an effort to divide modules into manageable segments that produce demonstrable prototypes which can be constructed and tested while others are developed.

Application Development Stage

The Application Development stage can begin after the approval of the system specification. Specifications are translated into code by the Development Team. The team modifies existing components in the Virtual OneStop software suite and, if required, adds new functionality. Upon completion, units of code are tested against allocated design requirements individually and in successively larger aggregates until software components have been completely tested.

Upon completion of a component of the system, Geographic Solutions' staff perform thorough internal unit testing in which each basic software component is tested to verify that the detailed design for the unit has been correctly implemented.

The following deliverables are output from the Application Development stage:

- New or updated Virtual OneStop software components
- Updated Virtual OneStop database structure

Geographic Solutions uses industry-recognized development coding standards to ensure ease of readability and maintainability of all the code that will be associated with the system. Such standards include:

- Header blocks explaining the use, input and output variables, and dependencies for all pages, script blocks, functions, and methods. These blocks also contain revision histories.
- Comment blocks to explain how units of code function.
- Naming conventions such as prefixed variable names to indicate the data type expected, meaningful variables, function and object names to better indicate their function, etc.
- Indenting and using white space to make application code easier to read and interpret.

Testing and Quality Assurance Stage

Under the Geographic Solutions GRID methodology, testing takes place at many points within the project life cycle. It involves the testing of the software against the specifications to determine that it conforms to the stated requirements. The full testing process is a series of tests at each level. The goal is to validate that the software configuration conforms to specified requirements.

The following are the standard GRID testing phases:

- Unit Test
- Integration Test
- System and Regression Test
- Benchmark/Performance Test
- User Acceptance Test

The Geographic Solutions GRID Quality Assurance Management and Testing Plan includes a systematic process of internal quality assurance testing followed by a process of client review and feedback.

Transition Phase

In the Transition phase, the product moves from the development organization to the end user. The activities of this phase include training of the end users, documentation to support the end users and maintainers, and final acceptance testing of the system to validate it against the end users' expectations and to test the installed product in the customer's final production environment with all functionality and any applicable converted legacy data. The product is also checked against the quality level set in the Inception and Elaboration phases.

Training Stage

Geographic Solutions has an outstanding record of providing training support for customers across the country. Customers are trained in a classroom setting to learn the system for their needs in User Acceptance Testing, Staff training, Train-the-Trainer training, and/or Administration training. Training normally occurs in the Transition phase before final deployment but can be adapted to fit the needs of the client.

Our skilled instructors have experience using and implementing systems in many different UI situations. Attendees are trained in a classroom setting with opportunities for questions and answers. In exercises and workshops an emphasis is placed on real-world examples. Exercises and workshops are carried out "hands on" using the latest computer hardware and software technology. Web conference training can be offered as a distance-learning tool to save costs. Videos are available on many aspects of the system for end users.

All Geographic Solutions training is supported by full documentation including Staff, Individual, Employer, and Administrative user guides, the Online Project Communication (OPC) System guide, training course material, and Quick Reference guide cards. Editable, electronic copies are provided on CD-ROM.

Documentation Stage

Geographic Solutions has a full technical writing staff dedicated to creating system design and planning documentation during the design phase, and procedural user documentation and software manuals for the final system.

Geographic Solutions provides detailed end-user documentation at the end of the Transition phase, as well as training documentation. All final user guides are written with consideration of the user's readability level and include screen graphics with explanations of the various procedures.

Installation and Deployment Stage

Geographic Solutions assumes full responsibility for implementation of each client's Virtual OneStop application and ensuring it is operational for users. The Installation and Deployment stage of the GRID life cycle is an intricate process that culminates Geographic Solutions' entire Project Methodology Plan. This process is a combination of many pre-defined steps which Geographic Solutions conducts to ensure the effective deployment of the defined solution to the production level site(s).

After the initial phase of final testing is complete, the conversion and inclusion of legacy data takes place. This process is multi-tiered to ensure data integrity. Once the data is converted from the legacy system into the new COTS system, there are additional tests and developmental procedures that are followed before the system is ready for the final stages of Production Testing.

During Production Testing, complete regression testing and final phases of QA testing are performed. Additional health checks are performed due to the inclusion of the legacy data. When the Production Testing is complete the actual default .asp pages are set, and user groups and privileges are set by the Client representative. Final health checks are performed on the entire system and when complete, the client will be notified the site is live.

Post-Implementation Phase

The Geographic Solutions GRID development methodology includes a plan for software maintenance and support. This includes managing communication with tools such as Geographic Solutions' incident tracker, with which issues for warranty or software maintenance can be identified at any point in the life cycle and tracked through Geographic Solutions' Online Project Communications (OPC) system. This includes issues that involve patches, upgrades, and distribution of necessary product fixes, including those resulting from revised federal or state reporting requirements. The plan for software maintenance and support, including help desk operations and technical support, provides the necessary software maintenance for the contract period.

1 Hosting Services

Geographic Solutions' high speed hosting service insures rapid response times. With Geographic Solutions hosting services no hardware or third party software purchases are required. There is no requirement for a webmaster, system administrator, programmer, or database expert on your staff. Our IT staff provides all support, database services and system updates.

1.1 Hosting Facility and Equipment

Geographic Solutions anticipates that the Client Virtual OneStop system may serve tens of thousands of concurrent users. To accommodate this demand, Geographic Solutions uses a dedicated server configuration, rather than sharing a server with other applications. We maintain this dedicated server setup at our secure hosting facility. To achieve maximum performance, separate servers are used for storing the backend database (data servers) and for accessing the Internet (Web servers). Geographic Solutions proposes high-end Dell high-speed Clustered Data Servers with EMC detached Storage Area Network (SAN) disk arrays. These systems use fiber optics communications between multi-channel disk controllers and a mix of fiber channel and flash drives for maximum speed and efficiency. This network can scale in performance to handle large volumes of client requests without creating unwanted delays. The Virtual OneStop software components are installed on Windows Server 2008 systems running Internet Information Services 7. The database is installed on Windows Server 2008 running SQL Server 2008. A dedicated reports server is used to increase the application's responsiveness to the intensive demands of the systems reporting users. Geographic Solutions provides websites and databases for training, testing, and user acceptance testing in addition to the production site. This provides proper operations and data segregation and prevents non-production users from corrupting production data or impacting the performance of the live system when training or testing is underway.

Systems that support mission-critical applications such as the new Client Virtual OneStop system must run 24/7/365. For this reason, full redundancy shall be provided for all of the production servers.

Active/passive clustering is used to enable multiple database servers to be managed as a single system for redundancy, high availability, and manageability.

Performance is also be enhanced by our use of high-speed Dell Web servers which use Radware network load balancing appliances to distribute the incoming Web requests among multi-node clusters and control outbound traffic for best-route destination path selection. This equipment is tuned provide server response times of less than one second on average.

This facility is equipped with:

- Raised floor
- Battery operated keypad and FOB security lock and sensor systems
- Redundant Power Feeds
- UPS
- Emergency generator power
- Redundant HVAC
- Multiple Carriers for redundant data network services
- All critical production systems (Routers, Firewalls, DNS servers, Web servers, Data servers, Network switches, etc ...) have redundant counterparts in active/passive or active/active modes
- Storage Area Network with Redundant Array of Independent Disks
- Regularly scheduled system tape backups temporarily stored in onsite fireproof/heatproof vault then moved to alternate offsite storage
- Transaction log backups from Production Databases are made every 10 minutes stored locally as well as offsite in DR facility

To achieve maximum performance & redundancy for the production environment, we use clustered data servers and farmed load balanced web servers. We also use a single reporting data server to offload reporting traffic from the production data servers. Our standard production infrastructure in regards to hardware/software includes:

- Web Servers: Multiple (IIS) servers in a redundant Web Farm Configuration.
- Data Servers: Multiple (SQL Server) servers in an Active / Passive Clustered configuration.

- Reporting Data Server: Single (SQL Server) Data Server
- Microsoft SQL Server 2005 x64
- Microsoft Windows Server 2003 x64

The proposed hosting equipment is outlined in detail in Appendix B.

1.2 Hosting Environment

In order to ensure that heavy reporting activities do not impact service and response times for self-service individuals and staff users, Geographic Solutions uses a separate reports server to which the production data is replicated nightly. This ensures that staff users can run heavy overhead reports without fear of impacting response times for all other production users. In addition to the production and reports environments, Geographic Solutions uses multiple separate internal environments specially designed for training and testing.

To ensure the stability of the production environment, Geographic Solutions maintains a separate isolated test/training environment. Dedicated websites and databases are established for training, testing, and user acceptance testing separate from the production systems. This provides proper operations and data segregation and prevents non-production users from corrupting production data or impacting the performance of the live system when training or testing is underway.

The following are the hosting environments that are provided:

- **Development** – a site for developers to perform unit and integration testing
- **Testing/QA** – a site for QA staff to perform system and regression testing as well as automated testing.
- **User Acceptance Testing** – a site for Client to test the system including specific fixes and changes
- **Staging** - a mirror of production data and code at time of last maintenance used for testing and diagnosing data issues as well as performance testing
- **Data Conversion** – a site to run conversion scripts and test converted data
- **Reporting** – a server containing a replicated copy of the live database up to 24 hours used for the purpose of running reports without impacting the performance of the production system.
- **FTP** – a secure ftp site for exchanging data with Client
- **Production** – the live site

1.3 Redundancy and Back Up

To protect the system data Geographic Solutions provides the following:

- Diverse Internet Service** - Geographic Solutions uses multiple carrier class network service providers managed through Radware Linkproof 200/ASI appliances to ensure best route destination selection for outbound traffic and multiple IP hosted inbound DNS routing for maximum speed and availability. Additional separate high speed/high bandwidth cable hosting services are available for emergency troubleshooting services.
- Full Power Backup** - Geographic Solutions hosting facility includes full power backup from intelligent APC UPS devices backed by a 100,000 watt natural gas powered generator that can provide continuous power to the entire hosting facility for an unlimited time period.
- Redundant Data** -- The redundancy and clustering configuration used at our technical facility for hosting a large system effectively handles overload and balancing issues, ensuring 24/7 reliability and no loss of data. Servers include hardware RAID configuration for automatic backup switching and processing. We use special Dell EMC2 high speed Clustered Data Servers with fiber connected external storage area disk arrays.
- Rollover Site** -- Geographic Solutions has a remote mirror hosting facility. In case of disaster operations can be switched to this secure facility that is monitored 24/7 and that is capable of sustaining the same level of service. Customer data is shipped to the disaster recovery site at least every 10-15 minutes. This shadow facility site is capable of hosting the system during a disaster such as a major hurricane.

- e. **Nightly Tape Backup** -- Incremental backups are taken approximately every 10 minutes and all the Client data hosted at the Geographic Solutions facility is backed up nightly to digital tape. These tapes are temporarily stored on site in a secure fire proof facility then moved offsite to secure long term storage facilities.

2.4 System Administration Services

Periodic database system performance monitoring, periodic audit of database for security issues, system resource and capacity planning will occur on a regularly planned basis. Database maintenance and recovery are scheduled including; database transaction log backups, full-text catalog maintenance, system catalog and resources maintenance. Database Performance tuning and automation including but not limited to data fragmentation, database density and indexes and interface automation occur on a regular basis. Database code deployment are scheduled including system upgrade and deployment event support, database object deployment, implementation of new or changed data transformation packages (DTS), and implementation of new code for interfaces. The process includes software configuration management support for database changes. Production code and database object support and DTS parameter adjustments are made.

Experienced system administration experts provide the following services:

A. Web Server:

- Periodic webserver health checks:
- Analysis of: System / Security / Application logs
- Analysis of: Internet Information Server logs

B. Microsoft Cluster Services:

- Periodic Microsoft Cluster Services health checks
- Analysis of: System / Security / Application logs
- Scheduled failover testing to ensure state of both nodes

C. Virtual OneStop Software:

- 24/7 Website Monitoring & health checking from multiple geographically diverse locations
- 24/7 Error monitoring to ensure proactive solutions to any issues that arise.

D. Production Support:

- System upgrade and deployment event support
- Code deployment
- Software configuration management support for code changes
- Assist in implementing service pack updates

E. Interfaces and File Transfer Support:

- Job banks Updates
- Database Extracts and updates via FTP
- Interface data exchange via SFTP

2.5 Database Administration Services

Geographic Solutions provides periodic Web server and Microsoft Cluster Services health checks. Analysis of system security, analysis of application logs, analysis of Internet Information Server logs, and analysis of traffic patterns. Scheduled failover testing occurs to ensure node backup when needed.

System upgrade and deployment events support code deployment. Software configuration management supports job bank updates, database extracts and updates, and interface data exchange via SFTP or web services.

Experienced database administration and development experts provide the following services:

A. Database System Monitoring:

- Periodic database system performance monitoring
- Periodic audit of database for security issues
- System resource and capacity planning

B. Database maintenance and recovery:

- Database transaction log backups
- Full-text catalog maintenance
- System catalog and resources maintenance

C. Database Performance Tuning and Automation:

- Maintain data fragmentation
- Maintain database density and indexes
- Monitor and maintain interface automation (nightly processes)

D. Database Code Deployment:

- System upgrade and deployment event support
- Database object deployment
- Implement new or changed data transformation packages (DTS)
- Implement new code for interfaces
- Software configuration management support for database changes

E. Production Support:

- Implement service pack updates
- Code and database object support
- Deploy data hot fixes
- Implement code fixes
- DTS parameter adjustments

2.6 Service Level Parameters

The following are the service levels that are provided:

1 - **System Availability** - System will be available to users on a 24/7/365 basis. Occasional downtime for hardware and software maintenance will be scheduled after normal business hours. The customer will be notified in advance of any downtime that may be scheduled. Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance.

2 - **Response Time at Server** - An average response time of 1-3 seconds exists for basic transactions such as insert, update, delete and queries from a single table. An average response time of 5-25 seconds is required for complex transactions such as multiple table updates and queries involving complex join and search conditions. An average response time between 5-200 seconds exists for generation of ad-hoc reports, depending upon the complexity of the join and search conditions. An average response time of 5 to 30 minutes is required for generation of complex analytical reports,

depending upon the number of records and search aggregation criteria. Certain quarterly and annual Federal reports and data exports may exceed this response time.

3 - Maximum Number of Users -- The hosting level will support a concurrent user load for the customer of up to 5,000 simultaneous users and up to 100,000 unique users a day.

4 - State-of-the-art hosting equipment - Equipment optimized for hosting the Geographic Solutions proprietary solutions includes Dell high speed Clustered Data Servers with a mix of EMC fiber channel and solid state drive external disk arrays. These systems use fiber optics communications between multi-channel disk controllers for maximum speed and efficiency. High performance is also ensured by our use of high speed web servers that use network load balancing, which serves to balance incoming IP traffic among multi-node clusters. This equipment is tuned to host our software and will provide response times of less than one second at the server.

5 - Full Redundancy - Full redundancy and server clustering configuration effectively handles overload and balancing issues, ensuring 24/7 reliability and no loss of data. Storage systems are RAID configured for automatic backup in the event of individual drive problems.

6 - Available Disk Space - The capacity needs of each project are continuously monitored to ensure that a minimum of 25% growth is available at all times.

7 - Data Replication - Critical customer data will be locally replicated on line every 15 minutes.

8 - Shadow Hosting Facility – Approximately every 10 minutes the critical customer production data is transferred from our hosting facility to an equivalent shadow facility.

9 - System Recovery - Upon critical hardware failure web site will be back in production within at least 120 minutes.

10 - Diverse High Speed Internet Service - Multiple Internet service providers are used for load-balanced connections with the shadow service the public network.

11 - Full Power Backup - Full power backup from intelligent APC UPS devices backed by a 100,000 watt natural gas powered generator can provide continuous power to the entire hosting facility for an unlimited time period.