Procurement
Received
7-18-25

Contract 77675 O4

THIRTEENTH AMENDMENT
To
AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR
And
GEOGRAPHIC SOLUTIONS, INC.

The Nebraska Department of Labor (NDOL) and Geographic Solutions Inc., 1001 Omaha Circle, Palm Harbor, Florida 34683-4036 (GSI), enter into this Thirteenth Amendment (13th Amendment), which will be incorporated by reference into the existing contract between NDOL and GSI (NDOL Contract #023-0044-2017).

WHEREAS, NDOL and GSI previously entered into NDOL Contract #023-0044-2017, a fourteen (14) page agreement with twelve (12) attachments (total of three hundred and eight-six (386) pages), effective July 1, 2017, for the purpose of GSI providing NDOL with certain software, hardware, and related services for NDOL's Unemployment Insurance (UI) and Employment and Training (E&T) programs (hereinafter, "Original Agreement" or "Agreement");

WHEREAS, the Original Agreement, in Part V – Term of Agreement, allowed for amendment upon written agreement of NDOL and GSI, and NDOL and GSI have previously amended the Original Agreement via twelve (12) separate amendments;

WHEREAS, the Original Agreement, Geographic Solutions Unemployment System License Agreement, provided that GSI may, from time to time, make enhancements or modifications to the software, hardware, and related services (Program or NEworks System), available to NDOL.

WHEREAS, the Original Agreement, Exhibit "A" provides a list of Program Modules provided to NDOL under the Original Agreement.

WHEREAS, GSI is willing to make certain enhancements (changes or additions) and/or modifications to the Program for NDOL.

WHEREAS, NDOL and GSI agree to amend the Original Agreement to add or amend certain provisions and indicated below.

WHEREAS, NDOL and GSI agree to amend the Original Agreement to add the Work Opportunity Tax Credit module and the Specialty Portal Module.

NOW, THEREFORE, IT IS HEREBY AGREED:

A. Pursuant to Section V (A) – Term of Agreement:

NDOL exercises its option to renew the agreement for an additional year thereby extending the Term of the Agreement to June 30, 2026.

B. Section IV – Funding / Payment, Item G. of the Original Agreement is entirely replaced with the following Item G:

Total Expenditures under this Agreement will not exceed Forty-Six Million, Nine-Hundred Thirty-Four Thousand, One Hundred Sixty-Six dollars and Eighty-One cents ($46,934,166.81).

The Total Expenditures includes $35,000.00 which is set aside at the sole discretion of the LICENSEE to use through draw downs for approved change orders.

GSI and NDOL will utilize change orders to document NDOL's authorization to draw from this amount and document the remaining amount for each Change Order. Dollars quoted on the approved Change Order will be deducted from the amount remaining and any additional requests will require an additional, approved Change Orders.

NDOL, in its sole discretion, can determine how to best allocate the "bucket" of dollars. No commitment is made that all will be spent and under no circumstances will the total amount be exceeded without prior written approval and consent of NDOL. Any amount remaining unused at the end of the term of the contract will be rolled into the next annual contract.

C. Attachment #9 – Geographic Solutions Proposed Modules – the table in the Original Agreement is entirely replaced with the following table:

Geographic Solutions Proposed Modules (Modules)

Software Description	PY 2016	7/1/17-6/30/18	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26
Spanish Translation Module[1]	$19,950	$18,952	$18,952	$18,952	$18,952	$18,952	$18,952	$18,952	$18,952	$18,952
Eligible Training Providers List[1]	$29,900	$28,405	$28,405	$28,405	$28,405	$28,405	$28,405	$28,405	$28,405	$28,405
VOS Workforce Case Management and Reporting System[1]	$249,861	$237,368	$237,368	$237,368	$237,368	$237,368	$237,368	$237,368	$237,368	$237,368
ReEmployment Exchange (REX)[1]	$494,825	$470,084	$470,084	$470,084[2]	$0[15]	$0[15]	$0[15]	$0[15]	$0[15]	$0[15]
Attendance Tracking and REA/RES Scheduler[1]	$44,400	$42,180	$42,180	$42,180	$23,340[11]	$23,340	$23,340	$23,340	$23,340	$23,340
Mobile Application and Hosting Services[1]	$121,750	$115,663	$115,663	$115,663	$115,663	$115,663	$115,663	$115,663	$115,663	$115,663
Geographic Solutions Unemployment	$0	$3,445,825 (Initial Set-up Fee)	$0	$1,498,800[3]	$1,498,800	$1,498,800	$1,498,800	$1,498,800	$1,498,800	$1,498,800

System (GUS) Benefits and Appeals [4]										
GUS Tax System[4]	$0	$0	$1,549,500 (Initial Set-up Fee)	$990,000[3]	$990,000[3]	$990,000	$990,000	$990,000	$990,000	$990,000
Help Desk Management Module[5]	$0	$0	$16,664[6]	$22,913[9]	$0[15]	$0[15]	$0[15]	$0[15]	$0[15]	$0[15]
Generic Program Application Module[5]	$0	$0	$39,667[6]	$59,500	$59,500	$59,500	$59,500	$59,500	$59,500	$59,500
Advanced Fund Tracking Module[5]	$0	$0	$4,000[7]	$48,000	$48,000	$48,000	$48,000	$48,000	$48,000	$48,000
VOSGreeter Module[5]	$0	$0	$0	$48,492[8]	$48,492	$48,492	$48,492	$48,492	$48,492	$48,492
One-Time Fee for Development of Interface for WIOA Reporting with NDE-VR	$0	$0	$0	$9,300	$0	$0	$0	$0	$0	$0
Identity Document Verification Module[10]	$0	$0	$0	$0	$32,000	$48,000	$48,000	$48,000	$48,000	$48,000
MEUC Module[12]	$0	$0	$0	$0	$72,900[12]	$174,960[12]	$0[1]	$0[12]	$0[12]	$0[12]
Two Factor Authentication	$0	$0	$0	$0	$12,000[13]	$48,000	$48,000	$48,000	$48,000	$48,000
One-Time Fee for LNRFS Implementation							$23,250.00	$0	$0	$0
SNAP Employment & Training Module								$39,500 Implementation[14] $149,950 Licensing[14]	$149,950 Licensing	$149,950 Licensing
Foreign Language Module									$17,500	$17,500
One-Time Fee for USPS Identity Verification Interface									$17,360	$17,360
One-Time Fee for Senior Community Service Employment Program									$13,020	$13,020
Work Opportunity Tax Credit (WOTC) Module										$97,500 Setup Fee $79,950 License Fee
Two Specialty Portals										$22,350 Setup Fee $36,000 License Fee

[1] Current contract to be discounted 5%.
[2] Amount will be billed monthly, in twelve equal payments, and will cease upon Benefits and Appeals system go live.
[3] Annual fee prorated based on the number of months the system is live.
[4] Benefits and Appeals will be Phase 1, tax will be Phase 2 starting upon Benefits and Appeals system go live.
[5] These Modules are Phase 3, but date of implementation is not tied to Phase 1 or Phase 2.
[6] This begins November 1, 2018.
[7] This begins June 1, 2019.
[8] VOSGreeter will be prorated based on the date of implementation of the module.
[9] Use of this module ended May 31, 2020.
[10] This begins November 1, 2020.
[11] Cost adjusted July 1, 2020 due to Attendance Tracking inclusion in GUS.
[12] The MEUC Module will be prorated at a monthly cost of $14,580, beginning with the date the MEUC Module goes live. The MEUC Module is for a specific program authorized under federal law for a limited period of time. The parties do not anticipate use of the MEUC Module to continue beyond 2022. In the event NDOL requests use of the MEUC Module beyond 2022, NDOL and GSI will amend the Agreement, and pricing in the 6th Amendment will apply.
13 The Two Factor Authentication Module will be prorated at a monthly cost of $4,000, beginning with the date the Two Factor Authentication goes live.
14 The SNAP E&T Module shall be tested, accepted, and in-use prior to 10/1/2023
15 Marked at $0.00 because NDOL cancelled this module.

D. Attachment #9 – Optional Annual Renewals – this table in this Original Agreement is entirely replaced with the following table:

Optional Additional Annual Renewals

Software Description	7/1/26-6/30/27	7/1/27-6/30/28
Spanish Translation Module	$18,952	$18,952
Eligible Training Providers List	$28,405	$28,405
VOS Workforce Case Management and Reporting System	$237,368	$237,368
Attendance Tracking and REA/RES Scheduler	$23,340	$23,340
Mobile Application and Hosting Services	$115,663	$115,663
Geographic Solutions Unemployment System (GUS) Benefits and Appeals	$1,498,800	$1,498,800
GUS Tax System	$990,000	$990,000
Generic Program Application Module	$59,500	$59,500
Advanced Tracking Module	$48,000	$48,000
VOSGreeter Module	$48,492	$48,492
Identity Document Verification Module	$48,000	$48,000
Two Factor Authentication	$48,000	$48,000
SNAP Employment & Training Module	$149,950	$149,950
Foreign Language Module	$17,500	$17,500
Work Opportunity Tax Credit (WOTC) Module	$79,950	$79,950
Two Specialty Portals	$36,000	$36,000

[1] The MEUC Module is for a specific program authorized under federal law for a limited period of time. The parties do not anticipate use of the MEUC Module to continue beyond 2022. In the event NDOL requests use of the MEUC Module beyond 2022, NDOL and GSI will amend the Agreement, and pricing in this 6th Amendment will apply.

E. NDOL will pay GSI an annual fee for the first two Specialty Portals in the amount of Thirty-Six Thousand dollars ($36,000) and a one-time implementation fee for the initial configuration and set up (including configuration, development, testing and installation) in the amount of Twenty-Two Thousand and Three-Hundred and Fifty dollars ($22,350), as provided in the Software Quotation prepared by GSI, attached to this 13th Amendment, labeled Attachment #1. Any additional Specialty Portals

will be paid per Portal at a rate of $14,900.00 implementation fee and annual fee of $24,000.00

F. **NDOL will pay GSI an annual fee for the Work Opportunity Tax Credit (WOTC) module in the amount of Seventy-Nine Thousand and Nine-Hundred and Fifty dollars ($79,950.00) and a one-time implementation fee for the initial configuration and set up (including configuration, development, testing and installation) in the amount of Ninety-Seven Thousand and Five Hundred dollars ($97,500), as provided in the Software Quotation prepared by GSI, attached to this 13th Amendment, labeled Attachment #2.**

G. **The definition of "ACCEPTANCE" throughout the Agreement is hereby amended as follows:**

ACCEPTANCE. A PROGRAM module will be deemed to be accepted by LICENSEE when: (a) an authorized representative of the LICENSEE signs a GEOGRAPHIC SOLUTIONS acceptance certificate stating that the PROGRAM module has been accepted; (b) the PROGRAM module is accessible by LICENSEE and has been operating on the HOST SERVERS without a significant reported and reproducible ERROR for a period of thirty (30) calendar days;. Acceptance by LICENSEE shall not be unreasonably withheld. If GEOGRAPHIC SOLUTIONS has not received the acceptance certificate within fifteen calendar days of the end of the period described in Section (b), it shall escalate the matter to the NDOL Commissioner. Notice shall be made in writing to the NDOL Commissioner and also provided via email to NDOL General Counsel (NDOL.Legal@Nebraska.gov). The Commissioner shall review the issue and set forth a date for the anticipated acceptance certificate which shall be within a thirty-day period of time from receipt of the escalation request. If the Commissioner fails to take any action within 15 calendar days of receipt, the PROGRAM module shall be deemed to be accepted.

H. **The definition of "ERROR CORRECTION" throughout the Agreement is hereby amended as follows:**

ERROR CORRECTION. GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct, in a timely manner and in line with agreed upon Service Level Agreement (included as Attachment 3 to 13th Amendment), verifiable and reproducible over the Internet ERRORS when reported to GEOGRAPHIC SOLUTIONS 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.

I. **The definition of "ADDITIONAL ENHANCEMENT" throughout the Agreement is hereby amended as follows:**

ADDITIONAL ENHANCEMENTS. LICENSEE may, from time to time, request that GEOGRAPHIC SOLUTIONS incorporate certain features, enhancements or modifications into the PROGRAM. GEOGRAPHIC SOLUTIONS may, in its sole discretion, undertake to incorporate such changes and distribute the PROGRAM so modified to LICENSEE. If the feature, enhancement or modification is accepted by GEOGRAPHIC SOLUTIONS, the LICENSEE shall document when and which release the accepted feature, enhancement or modification will be provided.

Changes requested by NDOL that are a result of an accepted material accounting audit finding that is a result of the SYSTEM not functioning as expected or which is a result of failing to meet Federal or Nebraska legal requirements will not be considered enhancements and will be corrected at no additional cost to NDOL.

J. The definition of "RELEASES" throughout the Agreement is hereby amended as follows:

RELEASES. GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have agreement for support and maintenance in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE access to the new RELEASE of the PROGRAM covered by support and maintenance, without additional charge. RELEASES are cumulative; therefore LICENSEE is required to use each new RELEASE as it becomes available. RELEASES shall comply with GEOGRAPHIC SOLUTIONS' Release Management Plan which is incorporated by reference and is made part of the Agreement (Attachment 4 to 13th Amendment).

K. The definition of "LIMITED WARRANTY" throughout the Agreement is hereby amended as follows:

LIMITED WARRANTY. GEOGRAPHIC SOLUTIONS represents and warrants to LICENSEE that for a period of one hundred and eighty days (180) days from the date of ACCEPTANCE of the PROGRAM (referred to as the "WARRANTY PERIOD"), the PROGRAM when properly used by LICENSEE, will perform substantially to the PROGRAM'S functional specifications. During the WARRANTYPERIOD, if any reproducible ERROR in the PROGRAM appears, for which GEOGRAPHIC SOLUTIONS is responsible, GEOGRAPHIC SOLUTIONS shall employ prompt, commercially reasonable efforts to correct or cure such ERROR at no additional charge to LICENSEE and in accordance with timelines set forth in the Service Level Agreement (included as Attachment 3 to Amendment 13). However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) the PROGRAM has been misused or damaged in any respect; or (2) GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the PROGRAM.GEOGRAPHIC SOLUTIONS is not responsible for obsolescence of the PROGRAM that may result from changes in LICENSEE'S requirements.

L. Zoom Appeals functionality shall be delivered to NDOL and in PRODUCTION ready state by July 31, 2025. NDOL understands that GEOGRAPHIC SOLUTIONS does not control how long NDOL will take to assess the production readiness of the module but will ensure that the solution will meet all documented requirements and be available for NDOL to promote to PRODUCTION no later than July 31, 2025.

M. The Recitals of this 13th Amendment are incorporated herein as agreed provisions of this Amendment.

N. All other provisions of the Original Agreement, including changes in the Original Agreement made in the prior amendments, which are not changed by this 13th Amendment, remain in effect.

Attachments:

#1 –Specialty Portal Module Software Quotation
#2 – Work Opportunity Tax Credit Software Quotation
#3 – Service Level Agreement
#4 – Release Management Plan

[*signatures on next page*]

IN WITNESS WHEREOF, the parties hereto have executed this 13th Amendment; each duly authorized to do so, effective the day and year of the signature by the parties.

Katie Thurber (Jul 15, 2025 16:34 CDT)

KATIE THURBER, Commissioner
Nebraska Department of Labor

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED AND APPROVED:

Rea Easton
Rea Easton (Jul 15, 2025 13:22 CDT)

REA EASTON, Chief Financial Officer
Nebraska Department of Labor

Jon P. Backencamp
Jon P. Backencamp (Jul 15, 2025 14:47 CDT)

JON BACKENCAMP, Admin. Services Director
Nebraska Department of Labor

Erick Carrillo

ERICK CARRILLO , Acting Director of Reemployment Services
Nebraska Department of Labor

Andi Bridgmon
Andi Bridgmon (Jul 15, 2025 16:30 CDT)

ANDI BRIDGMON, UI Director
Nebraska Department of Labor

Joel F. Green
Joel F. Green (Jul 15, 2025 16:31 CDT)

JOEL GREEN, General Counsel
Nebraska Department of Labor

Attachment 1: Software Quote #1

Attachment 2: Software Quote #2

Attachment 3: Service Level Agreement

GSI's performance will comply with the following:

- GSI will collect all data required for SLA compliance and metric reporting for compliance.
- SLA reports related to production uptime are provided in a monthly email by GSI. Remaining SLA metrics are available to NDOL through the OPC system and while GSI will ensure underlying data for SLA reporting and tracking is available on OPC, NDOL will be responsible for utilizing OPC self-service to comply with monthly reporting requirements. The Parties shall work together to ensure NDOL staff are trained on how to run monthly reports and queries of required SLA data.
- The Measurement Period is monthly except as otherwise stated. For any credit assessed, GSI shall issue such credit in the form of a credit on NDOL's next monthly invoice.
- For each area of noncompliance, GSI will also provide a mutually agreeable resolution plan as needed to reduce the possibility of missing the same SLA again.
- Failure to meet mutually agreed upon measures may result in the credits indicated for each of the metrics identified. GSI will not be responsible for not meeting any SLAs due to acts or omissions of NDOL or any third party (other than GSI's subcontractors) or due to any other event outside of GSI's control and other than circumstances in which NDOL or third-party acts or omissions are due to the GSI's failure to perform.
- NDOL has the option of not executing the SLA credit if, in their sole opinion, the overall service level is meeting expectations or due to other considerations at NDOL's sole discretion.
- If multiple SLAs are not met in a single calendar month (or reporting period), and each of the SLA failures derive from the same root cause, the credit due will be the single largest credit amount incurred during that month or reporting period.
- For each month, if SLAs are not met, the total credit will not exceed 2% of the total monthly cost based on the total annual contract value. For example, a total monthly rate of $600,000 would result in a monthly cap of $12,000.00

The Parties acknowledge and agree that each of the credits assessed pursuant to this Attachment respectively: (a) is a reasonable estimate of the diminished value of the Services/compensation to NDOL for the anticipated or actual harm that may arise from the corresponding Service Error or Service Level Failure, which would be impossible or very difficult to accurately estimate and (b) is not intended as, and should not be deemed to be, a penalty or forfeiture.

Incident Reporting

NDOL personnel can create the initial tickets/incidents for new issues and identify initial priorities for each issue using the Geographic Solutions Online Project Communication (OPC) system.

Using the OPC communication tool, NDOL personnel can observe and monitor any OPC ticket and update the priority and the status of incidents, through the stages and progression of the

incidents to resolution. The OPC system simply requires an Internet browser and an assigned client login.

To create an incident (issue) record, NDOL project personnel will log onto the OPC system using their assigned user ID and password. They complete a template to record details of the issue. The completed incident form includes details regarding the issue and even can contain attached files to demonstrate/document the problem.

Once NDOL personnel observe and identify issues that need attention, staff members on both ends communicate and decide the course of action and importance of the issue(s). After they agree upon a strategy, Geographic Solutions will remedy all issues as necessary and as agreed upon.

The dynamic reporting of issues helps staff to expedite the resolution process. The result is an improved process for reporting that satisfies our clients and resolves problems expeditiously. In addition to reporting incidents and reviewing the project status, the OPC system also provides an online method for NDOL to:

- Enter Enhancement Requests for the system
- Enter Change Orders for the system
- Review system guides (such as staff user guides) and other relevant documentation
- Add or limit use for other client Extranet account users including resetting passwords
- Check the status of incidents, the project, and other client records

Table of Service Levels

SLA-1 – Disaster Recovery	
SLA Description/Objective	SLA metrics in the event of a Disaster which renders Production Application inaccessible.
Target	The Vendor will provide a Recovery Time Objective of 120 minutes, which means that in the event of a Disaster, Vendor will restore the Production application (including but not limited to environments, databases and network connectivity) within 120 minutes of the Disaster caused downtime
Measurement	# of minutes over 120 minutes
SLA Reporting Period	Monthly
SLR Measurement of Non-Compliance	$100 for each 30-minute increment above the target

Credit	The Vendor will be deducted a credit that is equal to the length of the downtime (expressed in number of minutes) beyond 120 minutes
Examples	A Disaster causes the Production Application to go down at 7:21am and the Vendor is able to restore the Production Application in Production at 10:31am, a difference of 3 hours which is one hour over the threshold. The credit amount would be $200.

SLA-2 - Security Breach Response Time	
SLA Description/Objective	NDOL needs to be aware of any unauthorized access or disclosure of NDOL's unencrypted data containing personally identifiable information or authorized access for an unauthorized purpose that leads to access or disclosure of NDOL's unencrypted data containing personally identifiable information ("Security Breach") as quickly as possible
Target	The Vendor must provide notifications within less than 2 hours from the identification of a Security Breach that has been confirmed and for which the Vendor is responsible for monitoring based on the defined scope.
Measurement	Number of Security Breaches not reported within 2 hours of Vendor's confirmation of Security Breach
SLA Reporting Period	Monthly
SLA Measurement of Non-Compliance	Per Breach not reported within 2 hours
Credit	$750 per occurrence per Breach.
Examples	A single Security Breach is confirmed by the Vendor and is not reported to NDOL for three hours. The credit amount is $750.

Attachment 4: Release Management Plan

Procurement
Received
7-17-25

Attachment #1

Contract 77675 O4

Geographic Solutions®

Software Quote

Nebraska Department of Labor
550 South 16th St.
Lincoln, NE 68509
United States

Katie Thurber
katie.thurber@nebraska.gov
(402) 471-2774

Geographic Solutions
2570 Coral Landings Blvd
Palm Harbor, Florida 34684
United States

Prepared by: Tim Duffy

tduffy@geosolinc.com
+17275153588

Reference: 20250703-201931238
Quote created: July 3, 2025
Quote expires: August 10, 2025

NAME	BILLING FREQUENCY	QUANTITY	UNIT PRICE	NET PRICE
Standard Specialty Portal Portal to the NEworks system targeted for a specific group (veterans, healthcare, etc.). Portal will be branded for the target group, and provide information to the group relevant to their needs (information to be provided by NDOL).	Annually	1	$24,000.00 / year	$24,000.00 / year
Standard Specialty Portal Implementation Services Includes software configuration, development, testing, and installation.		1	$14,900.00	$14,900.00

NAME	BILLING FREQUENCY	QUANTITY	UNIT PRICE	NET PRICE
Second Specialty Portal Portal to the NEworks system targeted for a specific group (veterans, healthcare, etc.). Portal will be branded for the target group, and provide information to the group relevant to their needs (information to be provided by NDOL). Special pricing available if two portals are developed at the same time.	Annually	1	$12,000.00 / year	$12,000.00 / year
Second Specialty Portal Implementation Services Includes software configuration, development, testing, and installation. Special pricing available if two portals are implemented at the same time.		1	$7,450.00	$7,450.00

SUMMARY	
Annual subtotal	$36,000.00
One-time subtotal	$22,350.00

Total Contract Value	**$58,350.00**

Comments

Special pricing for second specialty portal available if both portals are implemented at the same time. Additional portals are available at standard pricing.

Purchase terms

Attachment #2

Contract 77675 O4

Geographic Solutions®

Software Quote

Nebraska Department of Labor
550 South 16th St.
Lincoln, NE 68509
United States

Katie Thurber
katie.thurber@nebraska.gov
(402) 471-2774

Geographic Solutions
2570 Coral Landings Blvd
Palm Harbor, Florida 34684
United States

Prepared by: Tim Duffy

tduffy@geosolinc.com
+17275153588

Reference: 20250512-191448562
Quote created: May 12, 2025
Quote expires: August 10, 2025

NAME	BILLING FREQUENCY	QUANTITY	UNIT PRICE	NET PRICE
WOTC Implementation ServicesIncludes software configuration, development, testing, and installation.		1	$97,500.00	$97,500.00

NAME	BILLING FREQUENCY	QUANTITY	UNIT PRICE	NET PRICE
Work Opportunity Tax Credit (WOTC) Includes the ability for employers and/or agents to register in the system, and process their application to have new hires/WOTC approved. Includes the ability for staff to enter WOTC applications on behalf of the employer and/or agent, along with administrative capabilities to approve an application. The WOTC application can be completed online for a single individual or multiple individuals. Employers and/or agents have capability to upload individual information in order to streamline the application process. Includes integration into the Document Manage/Imaging components of Virtual OneStop. Requires: Core Services for Employers and Core Services for Staff Managing Employers Modules.	Annually	1	$79,950.00 / year	$79,950.00 / year

SUMMARY	
Annual subtotal	$79,950.00
One-time subtotal	$97,500.00

Total Contract Value	**$177,450.00**

Comments

Purchase terms

Attachment #3

Service Level Agreement

GSI's performance will comply with the following:

- GSI will collect all data required for SLA compliance and metric reporting for compliance.
- SLA reports related to production uptime are provided in a monthly email by GSI. Remaining SLA metrics are available to NDOL through the OPC system and while GSI will ensure underlying data for SLA reporting and tracking is available on OPC, NDOL will be responsible for utilizing OPC self-service to comply with monthly reporting requirements. The Parties shall work together to ensure NDOL staff are trained on how to run monthly reports and queries of required SLA data.
- The Measurement Period is monthly except as otherwise stated. For any credit assessed, GSI shall issue such credit in the form of a credit on NDOL's next monthly invoice.
- For each area of noncompliance, GSI will also provide a mutually agreeable resolution plan as needed to reduce the possibility of missing the same SLA again.
- Failure to meet mutually agreed upon measures may result in the credits indicated for each of the metrics identified. GSI will not be responsible for not meeting any SLAs due to acts or omissions of NDOL or any third party (other than GSI's subcontractors) or due to any other event outside of GSI's control and other than circumstances in which NDOL or third-party acts or omissions are due to the GSI's failure to perform.
- NDOL has the option of not executing the SLA credit if, in their sole opinion, the overall service level is meeting expectations or due to other considerations at NDOL's sole discretion.
- If multiple SLAs are not met in a single calendar month (or reporting period), and each of the SLA failures derive from the same root cause, the credit due will be the single largest credit amount incurred during that month or reporting period.
- For each month, if SLAs are not met, the total credit will not exceed 2% of the total monthly cost based on the total annual contract value. For example, a total monthly rate of $600,000 would result in a monthly cap of $12,000.00

The Parties acknowledge and agree that each of the credits assessed pursuant to this Attachment respectively: (a) is a reasonable estimate of the diminished value of the Services/compensation to NDOL for the anticipated or actual harm that may arise from the corresponding Service Error or Service Level Failure, which would be impossible or very difficult to accurately estimate and (b) is not intended as, and should not be deemed to be, a penalty or forfeiture.

Incident Reporting

NDOL personnel can create the initial tickets/incidents for new issues and identify initial priorities for each issue using the Geographic Solutions Online Project Communication (OPC) system.

Using the OPC communication tool, NDOL personnel can observe and monitor any OPC ticket and update the priority and the status of incidents, through the stages and progression of the

incidents to resolution. The OPC system simply requires an Internet browser and an assigned client login.

To create an incident (issue) record, NDOL project personnel will log onto the OPC system using their assigned user ID and password. They complete a template to record details of the issue. The completed incident form includes details regarding the issue and even can contain attached files to demonstrate/document the problem.

Once NDOL personnel observe and identify issues that need attention, staff members on both ends communicate and decide the course of action and importance of the issue(s). After they agree upon a strategy, Geographic Solutions will remedy all issues as necessary and as agreed upon.

The dynamic reporting of issues helps staff to expedite the resolution process. The result is an improved process for reporting that satisfies our clients and resolves problems expeditiously. In addition to reporting incidents and reviewing the project status, the OPC system also provides an online method for NDOL to:

- Enter Enhancement Requests for the system
- Enter Change Orders for the system
- Review system guides (such as staff user guides) and other relevant documentation
- Add or limit use for other client Extranet account users including resetting passwords
- Check the status of incidents, the project, and other client records

Table of Service Levels

SLA-1 – Disaster Recovery	
SLA Description/Objective	SLA metrics in the event of a Disaster which renders Production Application inaccessible.
Target	The Vendor will provide a Recovery Time Objective of 120 minutes, which means that in the event of a Disaster, Vendor will restore the Production application (including but not limited to environments, databases and network connectivity) within 120 minutes of the Disaster caused downtime
Measurement	# of minutes over 120 minutes
SLA Reporting Period	Monthly
SLR Measurement of Non-Compliance	$100 for each 30-minute increment above the target
Credit	The Vendor will be deducted a credit that is equal to the length of the downtime (expressed in number of minutes) beyond 120 minutes

Examples	A Disaster causes the Production Application to go down at 7:21am and the Vendor is able to restore the Production Application in Production at 10:31am, a difference of 3 hours which is one hour over the threshold. The credit amount would be $200.

SLA-2 - Security Breach Response Time	
SLA Description/Objective	NDOL needs to be aware of any unauthorized access or disclosure of NDOL's unencrypted data containing personally identifiable information or authorized access for an unauthorized purpose that leads to access or disclosure of NDOL's unencrypted data containing personally identifiable information ("Security Breach") as quickly as possible
Target	The Vendor must provide notifications within less than 2 hours from the identification of a Security Breach that has been confirmed and for which the Vendor is responsible for monitoring based on the defined scope.
Measurement	Number of Security Breaches not reported within 2 hours of Vendor's confirmation of Security Breach
SLA Reporting Period	Monthly
SLA Measurement of Non-Compliance	Per Breach not reported within 2 hours
Credit	$750 per occurrence per Breach.
Examples	A single Security Breach is confirmed by the Vendor and is not reported to NDOL for three hours. The credit amount is $750.