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

Combined UI and E&T Program Technology Systems

THIS AGREEMENT is made and entered into on July 1, 2017 between the Nebraska Department of Labor (NDOL), 550 South 16th Street, Lincoln, Nebraska 68508, and Geographic Solutions, Inc. (GSI), 1001 Omaha Circle, Palm Harbor, Florida 34683-4036.

WHEREAS, NDOL currently engages in six separate agreements with GSI for various technological services for its programs; and

WHEREAS, NDOL desires to synchronize the year-end and expiration dates of all six agreements, and to include the additional terms contained in this Agreement, with each of the six agreements surviving independently; and

WHEREAS, GSI agrees to reduce costs of each of its six agreements with NDOL by 5%; and

WHEREAS, GSI agrees to license two new modules for NDOL's UI Benefits/Appeals and UI Tax programs (*Attachment #1*).

NOW, THEREFORE, IT IS AGREED:

I - Services/Product to Be Provided

A. The working papers, all results, and the information obtained, provided or utilized in creating the product shall remain the exclusive property of NDOL and shall not be released or utilized for any other purposes without the specific written consent of NDOL.

B. All work performed by GSI on this project shall be performed within the United States of America.

C. The provisions of GSI's agreement (*Attachment #1*) are incorporated herein by reference, except to the extent that if the provisions of said agreement are in conflict with the terms of this Agreement or are otherwise prohibited by law, the provisions of this Agreement shall prevail.

II - NDOL'S Duties and Obligations

NDOL is not compelled by the terms of this Agreement to provide any training or services other than set forth herein. None of the work or services covered under this Agreement shall be subcontracted without the prior written approval of NDOL. No employment agreement or liability for employment-related taxes or benefits shall be made except upon written direction from an authorized representative.

III - Objectives

A. The following Agreements between GSI and NDOL shall be incorporated into this Agreement:

1. 023-0024-2016 Spanish Translation (DAS 14528 OC) (*Attachment #2*)
2. 023-0023-2016 VOS Eligible Training Providers (DAS 14466-OC) (*Attachment #3*)
3. 023-0018-2010 VOS Workforce Case Mgmt. (DAS 42840-O4) (*Attachment #4*)
4. 023-0030-2013 ReEmployment Exchange (REX) (*Attachment #5*)
5. 023-0028-2017 Attendance Tracking & REA/RES Scheduler (*Attachment #6*)
6. 023-0040-2013 NEworks Mobile App & Hosting (*Attachment #7*)

B. GSI agrees to license two new modules for NDOL (*Attachment #8*), to include:

1. UI Benefits/Appeals, and
2. UI Tax.

C. The deliverables for the UI Benefits/Appeals and UI Tax modules set forth in this Agreement are marked as *Attachment #12.*

D. GSI agrees to make any state or federal legislative changes that are required of NDOL at no extra cost.

E. Data Migration. GSI shall perform data conversion from existing UI systems and applications to the solution. NDOL will be responsible for modifications to its current data warehouse system to extract and transform data from the new Geographic Solutions Unemployment System data structure. GSI understands NDOL's data warehouse process must extract data from the NEworks system and will work with NDOL to provide access to the data structure required for the data warehouse. GSI's responsibilities shall include functions and processes necessary to ensure the successful conversion of NDOL's data, including the following:

1. GSI understands the NDOL conversion will be unique with its own set of data, data structures, and data transformation rules.

2. GSI understands NDOL has multiple systems and applications using varying databases to convert data from.

3. GSI understands NDOL's legacy databases are the main source databases used for the conversion effort within NDOL.

4. GSI understands that its data migration effort shall ensure that nightly extracts to NDOL's data warehouse still function properly.

5. GSI shall effectively incorporate data migration early into the overall development process, including the use of migrated data in Iterative User Acceptance Testing.

F. Data Migration Plan. GSI shall develop and implement a Data Conversion Plan to convert data in a timely manner for NDOL that ensures data integrity and that the validity of the data is maintained throughout the conversion and implementation phases. The Data Conversion Plan shall address GSI's strategy for converting and maintaining legacy data that meets NDOL's requirement for data availability. The Data Conversion Plan shall be developed in support of the implementation schedule.

G. GSI must conduct continuous rejection analyses in collaboration with NDOL as part of data migration.

H. GSI must conduct data migration validation analyses in collaboration with NDOL as part of data migration.

IV - Funding / Payment

A. For the following agreements which are incorporated herein, NDOL agrees to make payment through June 30, 2017:

- 023-0018-2010 VOS Workforce Case Mgmt (DAS 42840-04) (Attachment #4)
  [Paid through 4-30-17. NDOL owes GSI 5-1-17 to 6-30-17]

- 023-0028-2017 Attendance Tracking & REA/RES Scheduler (Attachment #6)
  [Paid through 4-30-17. NDOL owes GSI 5-1-17 to 6-30-17]

- 023-0040-2013 NEWorks Mobile App & Hosting (Attachment #7)
  [Paid through 4-30-17. NDOL owes GSI 5-1-17 to 6-30-17]

B. For the following Agreement which is incorporated herein, GSI agrees to refund any payment made by NDOL for services paid beyond June 30, 2017:

- 023-0023-2016 VOS Eligible Training Providers (DAS 14466-OC) (Attachment #3)
  [Paid through 9-8-17. GSI will apply the pro-rated balance from 7/1/2017 - 9/8/2017 to the invoice GSI will submit to NDOL on 7/1/2017]

C. For the following agreements which are incorporated herein, the parties agree that payment has been made up to and including June 30, 2017.

- 023-0024-2016 Spanish Translation (DAS 14528 OC) (Attachment #2)
  [Paid through 6-30-17]

- 023-0030-2013 Re-Employment Exchange (REX) (Attachment #5)
  [Paid through 6-30-17]

D. Effective July 1, 2017, NDOL agrees to pay to GSI implementation costs for the UI Benefits/Appeals and UI Tax modules as set forth in *Attachment #1, Exh. B.* Costs are all-inclusive (i.e., they include all out of pocket expenses such as travel, meals and lodging).

E. Effective July 1, 2017, NDOL agrees to pay to GSI annual license fees for the UI Benefits/Appeals and UI Tax modules as set forth in *Attachment #9.* Costs are all-inclusive (i.e., they include all travel, meals, lodging).

F. GSI agrees to bill NDOL yearly under this Agreement. Invoices shall be submitted to NDOL's Point of Contact on July 1 of each year. NDOL agrees to make payment within 45 days of receipt of the goods or services, or receipt of the invoice, whichever is later, as provided at *Neb. Rev. Stat.* §81-2403.

G. Total expenditures under this Agreement will not exceed Thirty-Four Million, Seven Hundred and One Thousand, Seven Hundred and Forty One Dollars ($34,701,741.00).

V - Term of Agreement

A. This Agreement shall begin July 1, 2017 and expire June 30, 2023, with five optional one-year renewals.

B. The terms of the six ongoing Agreements [set forth in paragraphs III(A)(1-6)] shall synchronize to the term and optional renewal periods set forth in this Agreement.

C. This Agreement may be amended or extended upon written agreement of the parties.

D. This Agreement shall terminate upon the occurrence of any or all of the following:

1. Exhaustion of designated fund.

2. Upon thirty (30) days' written notice by either party to the other.

3. Should GSI cease to exist and fails to have another entity (with NDOL prior consent which shall not be unreasonably withheld) fulfill GSI's obligations under this Agreement, then NDOL, subject to the terms of the Escrow Agreement [see, V(E), below], has the right to maintain all work product, modules and licensing as set forth herein until NDOL is able to submit, review and accept bids for a new vendor, and confirm that NDOL's systems and programs are fully tested and in production.

4. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.

5. Expiration of the term of the Agreement.

6. In the event of a material default or violation of the material terms of this Agreement by GSI or failure to use the funds for only those purposes set forth herein, or failure by GSI to make sufficient progress so as to endanger performance, NDOL may:

   a. Suspension: After ten days' notice to GSI, suspend the Agreement and prohibit GSI from incurring additional obligations of funds, pending corrective action by GSI or a decision to terminate.

   b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that GSI has failed to comply with the terms and conditions of the Agreement. NDOL shall promptly notify GSI in writing of the determination and the reasons for the termination, together with the effective date. Payments made to GSI or recoveries by NDOL under terminated for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. GSI shall return to NDOL all unencumbered funds for

services that have not been provided. Further, any costs previously paid by NDOL for services that have not been provided which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

E. ESCROW. GSI shall deposit the software and programs, including all technical and design documentation for the most recent version of the software and programs provided to NDOL ("Deposit Materials") in escrow with an Escrow Agent. The Deposit Material shall be delivered to NDOL by the Escrow Agent within thirty (30) days solely in the event that, during the Term of this Agreement, GSI ceases to exist, and a successor of GSI has not agreed to assume GSI's obligations under this Agreement. In the event of delivery of Deposit Materials under the provisions of this paragraph, NDOL shall acquire no ownership rights in the Deposit Materials by reason of such release, but shall have a license to use the Deposit Materials only in connection with operation of the software, program or modules until the expiration of this Agreement with rights to modify the Deposit Materials for the sole purpose of operating and maintaining the software, program and modules for internal use by NDOL (and specifically not for distribution or resale to third parties) and otherwise in accordance with the provisions of this Agreement. NDOL shall not create any derivative works from the Deposit Materials. NDOL agrees that the Deposit Materials shall be treated as the confidential information of GSI notwithstanding termination or expiration of this Agreement. NDOL shall only permit access to such Deposit Materials to persons who have a need to know such information for the purpose identified in this paragraph. The obligations of GSI set forth in this Paragraph shall terminate with respect to Escrow upon expiration of the Term or upon termination of this Agreement except where termination is the result of conditions for release as provided within this Paragraph. NDOL will require a source code escrow agreement to ensure that NDOL obtains access to the source code if and when the maintenance of the software cannot otherwise be assured, as defined in contractually agreed-upon conditions. GSI agrees, to the extent feasible, to instruct and fully prepare a provider (e.g., NDOL staff, Nebraska state staff, or another contractor, etc.) to operate, monitor, maintain and support the system until NDOL is able to submit, review and accept bids for a new vendor, and confirm that NDOL's systems and programs are fully tested and in production. Failure to maintain the agreed upon services outlined pursuant to this paragraph shall result in non-payment.

F. Should this Agreement be terminated for any reason, the parties agree to continue all services provided in this Agreement for up to three (3) years or until such time as NDOL is able to submit, review and accept bids for a new vendor, and confirm that NDOL's systems and programs are fully tested and in production. Failure to maintain the agreed upon services outlined pursuant to this paragraph shall result in non-payment. Under these circumstances, compensations will continue at the agreed upon rate.

VI - Work Environment

GSI shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

VII - E-Verify Statement

GSI is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant

Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

VIII - IRS Publication 1075 Assurances

A. This Agreement is subject to the requirements of *IRS PUBLICATION 1075* (*Attachment #10*). For purposes of this Agreement, the following defined terms shall mean as follows:

1. *Agency* means the Nebraska Department of Labor (NDOL).
2. *Contract* (or *Agreement*) means this Agreement.
3. *Contractor* or *subcontractor* means staff employed by GSI.
4. *Return* or *Return Information* means FTI.

B. This Agreement shall be subject to any revisions to *IRS PUBLICATION 1075 Safeguarding Contract Language* after the date of this Agreement. See, *https://www.irs.gov/pub/irs-pdf/p1075.pdf.*

C. In the performance of this Agreement, GSI shall comply with the requirements set forth in this Agreement to the extent that it applies to *IRS Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies* (*IRS PUBLICATION 1075*), as amended, and the safeguard procedures contained therein.

IX - Restriction on Use of Funds

A. No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or

2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or

3. Any voter registration activity.

B. GSI assures that no federally appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of congress, an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant,

loan, or cooperative agreement, GSI shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. GSI shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements and that all sub-recipients shall certify and disclose accordingly).

C. Due to possible future reductions in state and/or federal appropriations, NDOL cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, NDOL may terminate this Agreement or reduce the consideration upon notice in writing to GSI. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. NDOL shall be the final authority as to the availability of funds. The effective date of such termination of agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, GSI may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to NDOL.

X - Access to Premises

GSI's access to NDOL premises (if necessary) is limited to normal business hours of NDOL, except as permitted by NDOL. NDOL reserves the right to limit access to any individual interfering with NDOL's normal business operations.

XI - Records and Accounts

A. Access to Records. GSI shall maintain and shall permit NDOL and its federal partners access to its personnel for purposes of interviews and discussions related to such records, to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by NDOL to determine whether GSI is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized, expended appropriately, and in accordance with this Agreement. It is understood and agreed that all such records shall be maintained locally and will be made available for inspection and copying during normal business hours upon ten days' written notice. Access shall be restricted to those documents, data and personnel relating to GSI's compliance with the terms of this Agreement only and does not include the right to access proprietary information relating to the function of the software, programs, or any modules thereto.

B. Patent Rights, Copyrights and Rights in Data. The program and software, including the modules thereto, provided under this Agreement are not subject to 29 CFR 97.34. NDOL and US Department of Labor do not reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support. This section shall supersede and extinguish the Patent Rights, Copyrights and rights in Data provision in *Attachment #11*.

C. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of five years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

D. GSI understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 including, but not limited to, books, accounts, vouchers, records and expenditures.

XII - Debarment, Suspension or Declared Ineligible

GSI certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is GSI's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. GSI acknowledges that suspension or debarment is cause for termination.

XIII - Grant Proceeds

Any violation in the terms of this Agreement by GSI may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

XIV - Technology Clause

Contractor agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment, software and services can accommodate individuals with disabilities. Information technology products, systems and services, including data, voice and video technologies as well as information dissemination methods, will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at http://www.nitc.ne.gov/standards/2-201.html and are part of the state's terms and conditions.

XV - Strict Compliance

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written direction from a Point of Contact.

XVI - Assignability

GSI shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement without written approval of NDOL that shall not be reasonably withheld.

XVII - EEO / ADA / Drug Free Workplace Provisions

GSI acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

A. GSI complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans

with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, and state WIOA policies, including those pertaining to reporting and union organizing.

B. No person shall be discriminated against by GSI on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.

C. No person or beneficiary will be discriminated against by GSI on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA financially-assisted program or activity.

D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by GSI for which he/she receives federal financial assistance.

E. State Energy Conservation Plan. GSI recognizes mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). GSI agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 USC 1857(h)], §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, sub-contracts, and sub-grants in excess of $100,000 (40 CFR 15).

F. GSI shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XVIII - WIOA Assurances

See *Attachment #11*. Throughout said attachment, "Grantee" shall refer to GSI.

XIX - Merger

Outside of the Agreements mentioned in III(A), this Agreement shall not be merged into any other oral or written agreement, contract, or instrument without written consent of both parties.

XX - Conflict of Interest

No officer, employee, or agent of NDOL who has or will participate in the selection, the award, or the administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by NDOL.

XXI - Entire Agreement

A. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein.

B. The provisions of GSI's contract (attached hereto and marked as *Attachment #1*) are incorporated herein by reference, except to the extent that if the provisions of said contract are in conflict with the terms of this Agreement or are otherwise prohibited by law, the provisions of this Agreement prevail.

XXII - Applicable Law

Parties to this Agreement shall conform to all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement.

XXIII - Points of Contact

A. The parties designate the following individuals as their Points of Contact (POC):

NDOL:		
Terri Slone, Administrative Services Director 550 South 16th Street Lincoln, NE 68508	Telephone: E-Mail:	402.471.8358 *terri.slone@nebraska.gov*

GSI:		
Tim Duffy, Central Region Manger 1001 Omaha Circle Palm Harbor, FL 34683	Telephone: E-Mail:	727.786.7955 *tduffy@geosolinc.com*

B. POC's do not have the authority to amend this Agreement unless the POC is a signatory to the Agreement.

XXIV - Public Record Statement

This document is a public record.

XXV - Confidentiality Statement

A. To safeguard information exchanged via this Agreement:

1. GSI is required to review and follow *Neb. Rev. Stat.* §48-612 and 20 CFR (¶603) as they apply to confidentiality of information with respect to any use or re-disclosure of information provided to them by NDOL through this Agreement.

2. Access to the information provided by this Agreement will be restricted only to authorized employees. GSI will provide NDOL with a listing of all officials (by position) with authority to request information authorized by this Agreement.

3. Information provided by this Agreement will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Any documents provided as a result of this Agreement shall not be duplicated or disseminated without prior written authority from NDOL.

5. GSI agrees to hold all information received from NDOL in a confidential manner in accordance with all applicable laws and regulations respecting the same.

6. Any records created from information provided by this Agreement will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

7. GSI will be responsible for any damages and will hold NDOL harmless from any loss should any breach of confidentiality occasioned by a employee occur.

8. Unauthorized release or use of this information shall be cause for immediate termination of this Agreement.

9. GSI will permit NDOL to make on-site inspections to ensure that the requirements of applicable state and federal law, regulations, and this Agreement are being met.

B. To ensure confidentiality, GSI and NDOL agree to:

1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, GSI agrees to:

   a. Sign off computer terminals when they are not in use,

   b. Lock PC's during all non-business hours,

   c. Encrypt or password-protect confidential or sensitive files, and

   d. Store all media holding confidential or sensitive information under lock and key.

2. Ensure that only authorized persons will have access to exchanged information.

3. Instruct that all personnel with access to the exchanged information provided by this Agreement are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.

4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XXVI - Staffing

A. This Agreement does not create an employment relationship or establish other employment-related rights. NDOL's management shall retain all supervisory responsibility over NDOL staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to NDOL's availability, and shall, in no event, limit or restrict NDOL's ability to provide other essential services. GSI will indemnify and hold harmless NDOL for any injury GSI or GSI's employees suffer in the performance of this Agreement.

B. Personnel of GSI are not and will not be considered employees of NDOL, nor will they be under the supervision of NDOL. GSI will provide proof of workers' compensation coverage for its employees. NDOL has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of GSI. However, NDOL does reserve the right to restrict access to its premises if a problem arises.

[*signature page to follow*]

XXII - Signature

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective July 1, 2017.

7/3/2017
Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

June 30, 2017
Date

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor
7-3-17
Date

TERRI SLONE, Administrative Services Director
Nebraska Department of Labor
7/7/17
Date

NELLIE SPANGLER, UI Director
Nebraska Department of Labor
7-3-2017
Date

JAMES KUBOVY, UI Tax Administrator
Nebraska Department of Labor
7-3-17
Date

KAREN STOHS, Acting E&T Director
Nebraska Department of Labor
7-5-17
Date

THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor
07/05/2017
Date

ATTACHMENTS:

#1 - GSI UI License Agreement

#2 - 023-0024-2016 Spanish Translation (DAS 14528 OC)

#3 - 023-0023-2016 VOS Eligible Training Providers (DAS 14466-OC)

#4 - 023-0018-2010 VOS Workforce Case Mgmt. (DAS 42840-O4)

#5 - 023-0030-2013 ReEmployment Exchange (REX)

#6 - 023-0028-2017 Attendance Tracking & REA/RES Scheduler

#7 - 023-0040-2013 NEworks Mobile App & Hosting

#8 - UI Software Modules

#9 - Costs

#10 - IRS PUBLICATION 1075, Exhibit 4 Sanctions for Unauthorized Disclosure
IRS PUBLICATION 1075 Exhibit 5 Civil Damages for Unauthorized Disclosure
IRS PUBLICATION 1075 Exhibit 7 Safeguarding Contract Language

#11 - WIOA Assurances

#12 - Deliverables for UI Benefits/Appeals & UI Tax Modules

Geographic Solutions

Unemployment System® License Agreement

ATTACHMENT #1


Geographic
Solutions®
geographicsolutions.com



Trademarks and Acknowledgements:
GUS® , *Virtual OneStop*® and *Virtual LMI*® are trademarks of Geographic Solutions, Inc. Other products or services are property of their respective owners.

Geographic Solutions Unemployment System® END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 1001 Omaha Circle, Palm Harbor, Florida 34683 ("GEOGRAPHIC SOLUTIONS") and the Nebraska Department of Labor, 555 South 16th Street, Lincoln, NE 68509 ("LICENSEE")(collectively, the "PARTIES").

W I T N E S S E T H:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. **DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

   1.1 DELIVERY. A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.

   1.2 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by

GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

1.3 ENHANCEMENTS shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.4 BASIC ENHANCEMENTS mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

1.5 MAJOR ENHANCEMENTS means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.6 ERROR is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.

1.7 ERROR CORRECTION is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.

1.8 HOST SERVERS are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.

1.9 MAINTENANCE MODIFICATIONS are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.10 PROGRAM is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS Geographic Solutions Unemployment System® (GUS) 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 GEOGRAPHIC SOLUTIONS.

1.11 PROGRAM ACTIVATION DATE is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.

1.12 QUALIFIED PRIMARY CONTACT means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS.

LICENSEE'S designee shall be an experienced and trained user.

1.13 REGULAR BUSINESS HOURS are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.

1.14 RELEASE is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.

1.15 SERVICE AREA is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

1.16 STANDARD REPORTING PROCEDURE is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.

1.17 LICENSEE is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.

1.18 LICENSE FEES. As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".

1.19 USER TYPE is the population of individuals which the PROGRAM will provide services to.

1.20 WORKFORCE INFORMATION DATABASE is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

2. 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 fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an acceptance certificate, LICENSEE does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.

3. LICENSE GRANT. For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTION hereby grants to LICENSEE a limited, non-exclusive, nontransferable and nonassignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.

4. **SCOPE OF LICENSE.** LICENSEE may use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.

5. **SERVICE AREA.** The SERVICE AREA for this Agreement is the state of Nebraska and 50 miles outside the border.

6. **USER TYPE**. The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the service area will be able to access services for the purposes of career and job search in the SERVICE AREA.

7. **INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

8. **EFFECTIVE DATE** This Agreement shall become effective upon execution by both LICENSEE and GEOGRAPHIC SOLUTIONS and the Effective Date shall be the date upon which the last party executes this Agreement.

9. **TERM OF AGREEMENT.** The initial term of this Agreement shall be twelve (12) months from the EFFECTIVE DATE as defined herein and shall automatically renew thereafter for subsequent terms of one (1) year ("Extended Term") provided that at the time of automatic renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.

10. **TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or

under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

11. **THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Connecticut Department of Labor and Infogroup, Inc. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Infogroup, Inc. LICENSEE shall not resell or duplicate the information contained in the Infogroup, Inc. database. LICENSEE'S authorized use of the Infogroup, Inc. database ceases upon termination or expiration of this Agreement.

12. **PUBLICITY.** LICENSEE agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by LICENSEE regarding the PROGRAM. All credits and acknowledgements will include: "Software Developed by Geographic Solutions, Inc.®, Palm Harbor Florida, (727) 786-7955." The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at www.geosolinc.com. LICENSEE agrees that no advertising will be placed on any Internet website created using the PROGRAM without the express prior written approval of GEOGRAPHIC SOLUTIONS.

13. **HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

14. **PROGRAM ACTIVATION**. Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.

15. **FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION

hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement. GEOGRAPHIC SOLUTIONS shall charge eight percent (8%) per year interest on all fees over thirty (30) days past due.

16. **SUPPORT AND MAINTENANCE.** During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

    16.1. **TELEPHONE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.2. **FAX SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority fax support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.3. **E-MAIL SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.4. **ONLINE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

    16.5. **ERROR CORRECTION.** GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct 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.

    16.6. **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.

    16.7. **DIGITAL MAP CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a

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

16.8. CODE CHANGES RESULTING FROM WID DATABASE STRUCTURE CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the PROGRAM to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the PROGRAM operates. WID DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS in its sole discretion will designate modifications resulting from WID DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change. All such error corrections, bug fixes, patches, updates, New Releases, or other modifications shall be the sole property of GEOGRAPHIC SOLUTIONS.

17. SUPPORT RESPONSE AND RESOLUTION TIME.

17.1. SUPPORT RESPONSE TIME. GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

17.2. SUPPORT RESOLUTION TIME. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

18. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

19. 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.

20. BACK LEVEL SUPPORT. GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

21. EXCEPTIONS. The following matters are not covered by this agreement:

21.1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;

21.2. Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

21.3. Any problem resulting from programming software other than the PROGRAM;

21.4. Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;

21.5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;

21.6. LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

22. HOSTING SERVICES. During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time.

23. LICENSEE'S OBLIGATION

23.1 ***Cooperation***. LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

23.2 ***Qualified Primary Contact.*** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

24. PROTECTION OF SOFTWARE

24.1 ***Proprietary Notices.*** LICENSEE 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.

24.2 ***No Reverse Engineering***. LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

24.3 ***Ownership***. LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

25. CONFIDENTIALITY

25.1.*Acknowledgement.* LICENSEE 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 GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE 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.

25.2.*Maintenance of Confidential Information*. LICENSEE 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 LICENSEE'S exercise of its rights under this Agreement. LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. 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 Agreement 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.

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

26. WARRANTIES

26.1.*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. 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.

26.2.*Third party data*. LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS 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 LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

26.3.*Data Loss* LICENSEE 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. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

26.4.*Limitations*. Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS 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, LICENSEE modification, or electromagnetic field.

26.5.*LICENSEE'S Sole Remedy for Breach of Warranty.* GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

26.6.*Disclaimer of Warranties*. GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS. 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 GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

27. **LIMITATION OF LIABILITY.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

28. INDEMNIFICATION

28.1. GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent noninfringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it noninfringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, less reasonable depreciation, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

28.2. Except for the foregoing infringement claims, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

29. GOVERNMENT CONTRACTS. If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the

PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

30. POST TERMINATION RIGHTS. Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.

31. SURVIVAL. LICENSEE'S obligations under Section 24, 25, 26, 27, 28.2, 30 and 31 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

32. COPIES. LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.

33. FORCE MAJEURE. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.

34. WAIVER. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

35. SEVERABILITY. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

36. ASSIGNABILITY. The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.

37. INTEGRATION. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

38. LEGAL ACTION. Should LICENSEE or GEOGRPAHIC SOLUTIONS institute legal action, whether at law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings.

39. NOTICES. All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

40. TIME IS OF THE ESSENCE. Time is of the essence.

41. AUTHORIZATION. The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

42. COUNTERPARTS. This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

Agreed and accepted;

LICENSEE

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Dated: _____

GEOGRAPHIC SOLUTIONS

By: _____
Signature of Authorized Representative

Name: Paul Toomey_____

Title: President_____

Dated: _____

EXHIBIT A

SOFTWARE AND SERVICE ITEMSAND FEES

The following table outlines the GUS® modules that are included in this Agreement; Phase 1, Benefits and Appeals.

Module Description	Annual License Fee
UI CLAIMANT MANAGEMENT MODULE: Online application, weekly online certification, monetary, non-monetary case management, special programs (STC, DUA, TRA/RTAA, payments, overpayments, benefit charges, investigations, TOPS, interfaces, workflow, accounting, mass layoff, reemployment tools, administration, audit (BAM & BTQ), appeals – job search alerts and notifications, claimant stats screens (UI and Workforce staff), claimant dashboard, extended benefits management, RESEA/Profiling, federal and state reporting including data validation. ***Requires: UI Claimant Management Module.***	
UI EMPLOYER MANAGEMENT MODULE: Account Management and registration, access to UI service including claim status and claims history, ability to file an appeal, protest potential benefits, mass layoff, view and protest employer charges and access to alerts and notifications. ***Requires: UI Claimant Management Module.***	
MANAGE DISASTER UNEMPLOYMENT ASSISTANCE PROGRAM (DUA): Manage DUA claims including application, weekly certification, monetary, non-monetary, payments, overpayments, employer charges, appeals, and notifications. ***Requires: UI Claimant Management Module.***	
MANAGE SHORT TIME COMPENSATION PROGRAM (STC): Manage STC claims including application, weekly certification, monetary, non-monetary, overpayments, employer charges, appeals, and notifications. ***Requires: UI Claimant Management Module.***	
MANAGE MASS LAYOFFS PROGRAM: Manage Mass Layoff claims including application, weekly certification, monetary, non-monetary, payments, overpayments, employer charges, and notifications. ***Requires: UI Claimant Management Module.***	
APPEALS MANAGEMENT MODULE: Ability for individuals and employers to file appeals; staff to conduct appeals management; prepare .wav recordings of appeals, and perform appeals document management.	
AUDIT MANAGEMENT MODULE: Includes Benefit Accuracy Measurement (BAM), Benefits Timeliness and Quality (BTQ) audit management.	
TRADE READJUSTMENT ALLOWANCE PROGRAM (TRA/ATAA) CLAIM MANAGEMENT MODULE: Manage TRA/ATAA claims, integrates with Virtual OneStop Trade Act Module, federal reporting. Also includes monetary, non-monetary, payments, overpayments, appeals, and notifications.	

Requires: UI Claimant Management Module.	
DOCUMENT MANAGEMENT: Features the ability to upload documents and associate 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. Digital signatures can be captured on select WIA forms, eliminating the need to print document. Functionality includes the 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.	
ANNUAL FEE	**$1,498,800.00**

Phase 2, Tax.

Module Description	Annual License Fee
TAX MANAGEMENT MODULE: Provides employers and staff an online application to register and maintain accounts, calculate tax rates, submit and process quarterly tax and wage report data and remittances, identify and manage delinquencies and collection activities, review fraud analytics, and conduct tax audits.	
TAX APPEALS MANAGEMENT MODULE: Provides employers and staff the ability to file, conduct, track, and issue determinations on any tax related tax appeal. Applicable documents are routed to an electronic file, hearings are recorded, and decisions rendered using statutory language templates and precedent case history.	
TRUST FUND ACCOUNTING MODULE: Provides staff with the ability to track all financial transactions which impact any aspect of the Unemployment program. All postings to the Clearing, Benefit Payment, Trust Fund, and Administrative accounts are tracked and Federal reports produced.	
ADDITIONAL ANNUAL FEE	**$990,000.00**

The following table summarizes the user interfaces included in this Agreement

User Type	Interface Description	Included
Individual, Employer, Staff, Labor Market Analyst	**WEB INTERFACE:** for users with average speed internet/intranet access.	**Yes**
	TEXT INTERFACE: for users who want maximum performance.	**Yes**
Individual & Employer	**SPANISH LANGUAGE INTERFACE:** Spanish Version of Services for Individuals and Employers.	**Yes**

User Type	Interface Description	Included
	VISUALLY IMPAIRED INTERFACE: Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	**Yes**
Individual	**TOUCH SCREEN INTERFACE:** A Simplified Job Search Function for Touch Screen Kiosks (jobseeker will be required to visit a facility to see job details). ***Requires: Kiosk with Internet Access.***	**No**

EXHIBIT B

PAYMENT PLAN

The following is the payment plan for this project:

Phase 1 Benefits and Appeals

Deliverable	Amount
Contract Signing	$344,580.00
Completion of Kickoff Meeting	$344,583.00
Completion of JAD JAR Meetings	$516,874.00
Acceptance of Specifications	$344,583.00
Delivery of UAT Site	$516,874.00
Completion of UAT	$344,583.00
Go Live	$689,165.00
Final Acceptance	$344,583.00
Phase 1 Annual License Fee due upon system delivery.	*$1,498,800.00*

Phase 2 Tax

Deliverable	Amount
Completion of Kickoff Meeting	$154,950.00
Completion of JAD JAR Meetings	$232,425.00
Acceptance of Specifications	$154,950.00
Delivery of UAT Site	$232,425.00
Completion of UAT	$309,900.00
Go Live	$309,900.00
Final Acceptance	$154,950.00
Phase 2 Additional Annual License Fee due upon Phase 2 system delivery.	*$990,000.00*

EXHIBIT C

HOSTING CONFIGURATION

The following is the proposed hosting configuration for this project:

Hardware

Item	Description
Application server	2 Dell PowerEdge 1850 Web Servers in a web-farm environment. Dual Intel Xeon processors, 2 gig RAM
Database server	2 Dell PowerEdge 6650 SQL Servers in a active passive Windows Cluster environment. Quad Intel Xeon processors, 32 gig RAM, , Q-Logic HBAs for fiber connection to storage system.
Reports Server	2 Dell PowerEdge 6650 Dual Intel Xeon 2.8Ghz processors, 32 gigs of RAM, 36 gig RAID 5 HD, plus attachment to the SAN 500 gig data storage
Testing Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Training Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Backup Server	1 Dell PowerEdge 1650 Intel Pentium III processor. Computer Associates Brightstore Archserve backup software.
Switching	2 McDataSphereon 4700Fiber switch. 2 gbs, 32 port. Connects hosts and storage system.
Storage System	1 Dell/EMC CX500 Storage system. Seventy Five (75) 76 gig 1500 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.
Tape Drive	Tape Drive Array. Connects to Backup server via SCSI cable. Has 2 LTO tape drives and slots for 15+ 80 gig backup tapes.
Uninterrupted Power Supply	APC Symmetra LX 1600 Battery Backup. 16KVA battery backup solution. Generac Generator. 100 KW. Automatically powers building if utility power goes offline.

Server Software

Item	Description
Operating System	Microsoft Windows.
Database	Microsoft SQL Server
Web Service	Microsoft Internet Information Server

Hosting Services

Hardware

Item	Description
VMware	Dell M620 blade servers comprise the VMWare farm that hosts the virtual web servers. ESXi host servers are configured with dual Intel Xeon E5-2660 V2 10 core processors, 786GB RAM. VMWare vROM is used for the virtualization platform.
Application server	Virtual web server instances with Microsoft Windows Server 2008/2012 R2, Standard x64, 4 vCores, 8GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Database server	Dell PowerEdge R910 server for production MS SQL Servers in an active / passive Windows Cluster environment. Quad Intel Xeon E7-4870 10 core processors, 256 GB – 1TB RAM, Microsoft Windows Server 2012 x64, Enterprise Edition, Latest Service Packs and Updates. SQL 2008/2012, Q-Logic HBAs for fiber connection to storage system. A separate reports server segregates heavy reports operations from normal real-time user activity.
Reports Server	1 virtual server with Microsoft Windows Server 2008/2012 R2, Standard x64, 8 vCores, 32GB RAM, Latest Service Packs and Updates.
Testing Server	2 virtual web server instances with Microsoft Windows Server 2008/2012 R2, Standard x64, 4 vCores, 16GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Training Server	2 virtual web server instances with Microsoft Windows Server 2008/2012 R2, Standard x64, 4 vCores, 12GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical

	host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Backup Server	Dell PowerEdge R610 Backup Server. Dual Intel Xeon Core4 Quad processors. CommVault Simpana 9 backup software.
Switching	Cisco MDS -9148 48 port fiber switch. 8 Gbps ports with extended broadcast zoning for database host connections to the Storage Area Network (SAN).
Storage System	Pure Storage Flash Array SAN system that utilizes solid state disks for primary database storage on SQL hosts. EMC VNX5700 SAN system with Redundant Array of Independent Disks (RAID). 300GB 15,000 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.
Tape Drive	Powervault TL-4000 Tape Drive Array. Connects to backup server via SCSI cable. Has 2 LTO-5 tape drives and slots for 48 800Gb backup tapes.
Uninterrupted Power Supply	N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost.

Server Software

Item	Description
Operating System	Microsoft Windows 2008/2012
Database	Microsoft SQL Server 2008/2012.
Web Service	Microsoft Internet Information Server Version 7/7.5.

Hosting Services

Item	Description
Access	High-speed access to the Internet for hosting the Program.
Service	Geographic Solutions 100 MB service provides a load-shared connection with shadow service via separate sonet rings.

Item	Description
Availability	The System will be available to users on a 24/7/365 basis. Occasional downtime for maintenance will be scheduled after normal business hours. Licensee will be notified in advance of any downtime that may be scheduled.
Remote Hosting Facility	Guaranteed roll over to our backup hosting facility in case of disaster.
System Monitoring	24x7 system monitoring
Disk Space	1 TB disk space allocated for the production database
Full Power backup	N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost.
Database	SQL Server with unlimited number of users via Internet.
Service Agreement	Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance.
Uninterrupted Power Supply	N+2 Generators sized to handle the entire data center load. Automatically power the building and the data center if primary power sources go offline.
Tape Backup	All the customer data hosted at the Geographic Solutions facility is backed up to digital tape. These tapes are stored in a secure fireproof facility.
Full Redundancy	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.

Note

Geographic Solutions reserves the right to modify this configuration if required to improve system performance

NDOL Agreement #023-0024-2016

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
1 of 2	06/10/16
BUSINESS UNIT	BUYER
23300173	NANCY STORANT (AS)

VENDOR NUMBER: 506943

VENDOR ADDRESS:

GEOGRAPHIC SOLUTIONS INC
1001 OMAHA CIR
PALM HARBOR FL 34683-4036

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14528 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JUNE 15, 2016 THROUGH JUNE 14, 2017

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5213 OF

Contract to supply and deliver NEworks Spanish Language Interface Module to the State of Nebraska as per the attached specifications for the contract period June 15, 2016 through June 14, 2017. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Duffy
Phone: 727-786-7955
Fax: 727-785-5871
E-Mail: tduffy@geosolinc.com

(06/14/16 djo)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NEWORKS SPANISH INTERFACE MODULE LICENSE	1.0000	YR	19,950.0000
2	NEWORKS SPANISH INTERFACE MODULE OPTIONAL RENEWAL YEAR 1	1.0000	YR	19,950.0000
3	NEWORKS SPANISH INTERFACE MODULE OPTIONAL RENEWAL YEAR 2	1.0000	YR	19,950.0000
4	NEWORKS SPANISH INTERFACE MODULE OPTIONAL RENEWAL YEAR 3	1.0000	YR	19,950.0000

6/14/16 DK

BUYER

6-15-16

MATERIEL ADMINISTRATOR

R43500|NISC0001|NISC0001 20150901

ATTACHMENT #2

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

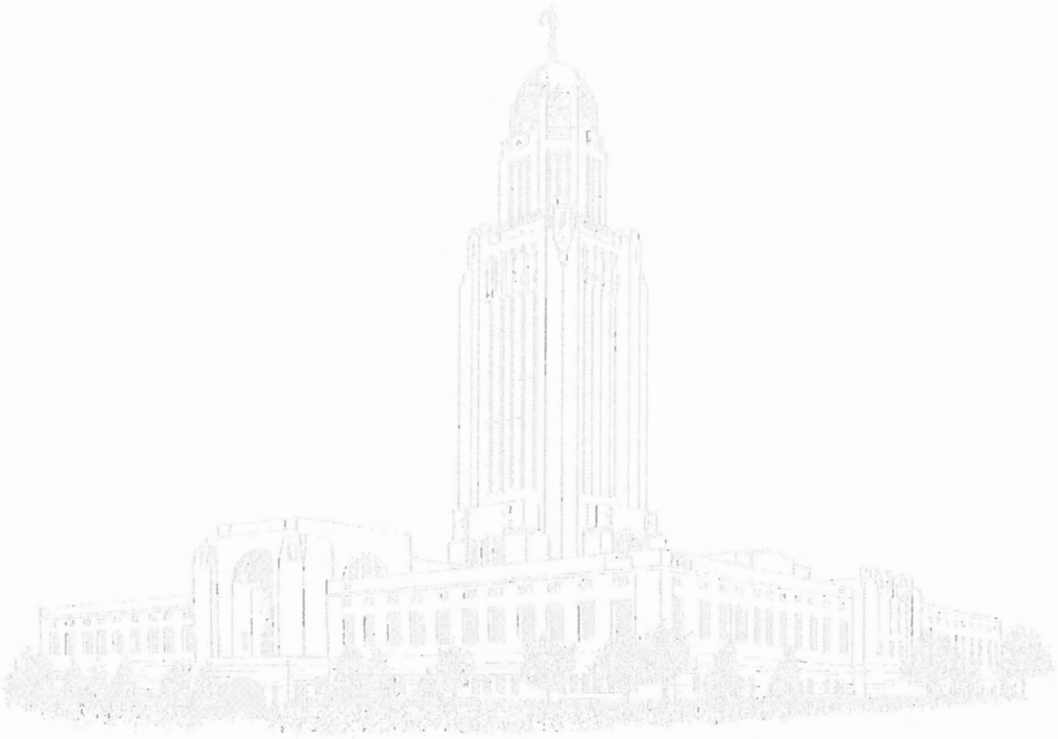
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	06/10/16
BUSINESS UNIT	BUYER
23300173	NANCY STORANT (AS)

VENDOR NUMBER: 506943

CONTRACT NUMBER
14528 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	NEWORKS SPANISH INTERFACE MODULE OPTIONAL RENEWAL YEAR 4	1.0000	YR	19,950.0000



BUYER INITIALS

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 14528 OC NEWorks Spanish Interface Module License
Between
The State of Nebraska and Geographic Solutions, Inc.

The following Terms and Conditions, Addendum One of Contract 14528 OC have been reviewed and agreed upon between Geographic Solutions, Inc "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for NEWorks Spanish Interface Module License. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "Reserved" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

I. INVITATION TO BID - TERMS AND CONDITIONS

By signing the "Invitation To Bid" form, the Bidder guarantees compliance with the provisions stated in this Invitation To Bid, agrees to the Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by one (1) clearly identifying the term or condition by subsection, and two (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

A. GENERAL

The contract resulting from this Invitation To Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

B. DEBARMENT

The contractor, by signature to the Invitation To Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notices if contractor becomes debarred during the term of this contract.

C. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Procurement Manager will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

D. PERFORMANCE AND DEFAULT

In case of default of the Contractor, the State may procure the articles from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

E. DRUG POLICY

Bidder certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

F. NE ACCESS TECHNOLOGY STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under

the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

G. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 t 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation To Bid.

H. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

I. OWNERSHIP OF INFORMATION AND DATA

Excluding the Program, the State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data outputted from the Software that is developed or derived by data inputted by the State. .

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

J. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple contracts or to award line by line contract.

K. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor 's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

L. CONTRACTOR PERSONNEL

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

M. CONTRACT CONFLICTS

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

N. BEGINNING OF WORK

The Bidder shall not commence any billing until a valid contract has been fully executed by the parties.

O. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned hardware which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such hardware; normal wear and tear is expected.

P. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination.. All obligations of the State to make payments after the termination date will cease and all interest of the State. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

Q. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly

included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

R. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

S. CONFLICT OF INTEREST

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

T. BID PREPARATION COSTS - Reserved

U. ERRORS AND OMISSIONS

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

V. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

W. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any

third party, without the prior written consent of the State, which will not be unreasonably withheld.

X. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

Y. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the prevailing party agrees to pay all expenses of such action, as permitted by law and ordered by the court, including attorney's fees and costs.

Z. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

AA. NOTIFICATION

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

BB. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the shall not relieve the Contractor of warranty or other obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment determined on a pro rata basis, for products or services satisfactorily performed or provided.)

3. The State may terminate the contract immediately for the following reasons:

   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
   g. Contractor intentionally discloses confidential information;
   h. Contractor has or announces it will discontinue support or provision of the deliverable;
   i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
   j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

4. Contractor may terminate the Contract and all services provided hereunder if the State fails to make payments pursuant to Section HH.

CC. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Contractor may terminate this contract, in whole or in part, if State fails to perform its obligations under the contract, in a timely and proper manner within thirty (30) days after State's receipt of written notice from Contractor describing State's default.

DD. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

EE. ACCEPTANCE AND PAYMENT OF GOODS

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

FF. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

II. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

LL. CONFIDENTIALITY

All materials and information provided by either party or acquired by the receiving party on behalf of the other party shall be regarded as confidential information. Such shall be handled in accordance with federal and state law, and ethical standards. The receiving party must ensure the confidentiality of such materials or information. Should said confidentiality be breached by the receiving party; the receiving party shall notify the disclosing party immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully

discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

MM. PROPRIETARY INFORMATION - Reserved

NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING - Reserved

OO. PRICES

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

The State will be given full proportionate benefit of any price decrease during the term of the contract.
Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

PP. ETHICS IN PUBLIC CONTRACTING - Reserved

QQ. INDEMNIFICATION

1. **GENERAL**
The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials the indemnified parties from and against any and all claims, to the extentsuch claims arise out of, result from, or attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason

2. **PERSONNEL**
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

3. **SELF-INSURANCE**
The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

RR. **EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Invitation To Bid response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska	Contractor: Geographic Solutions, Inc.
By: _____	By: _____
Name: Bo Botelho	Name: Paul Toomey
Title: Materiel Administrator	Title: President
Date: 6-15-16	Date: 6/10/2016

ADDENDUM ONE TO CONTRACT

CONTRACT 14528 OC

Geographic Solutions
Virtual OneStop® License Agreement





Trademarks and Acknowledgements:
Virtual OneStop® and *Virtual LMI*®are trademarks of Geographic Solutions, Inc. Other products or services are property of their respective owners.

Geographic Solutions

Geographic Solutions

VIRTUAL ONESTOP® END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 1001 Omaha Circle, Palm Harbor, Florida 34683 ("GEOGRAPHIC SOLUTIONS") and the State of Nebraska, 1526 K Street, Suite 130, Lincoln, NE 68508 ("LICENSEE")(collectively, the "PARTIES").

W I T N E S S E T H:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. **DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

   1.1 DELIVERY. A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.

   1.2 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with

services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

1.3 ENHANCEMENTS shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.4 BASIC ENHANCEMENTS mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

1.5 MAJOR ENHANCEMENTS means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.6 ERROR is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.

1.7 ERROR CORRECTION is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.

1.8 HOST SERVERS are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.

1.9 MAINTENANCE MODIFICATIONS are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.10 PROGRAM is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS.

1.11 PROGRAM ACTIVATION DATE is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.

1.12 QUALIFIED PRIMARY CONTACT means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user.

1.13 REGULAR BUSINESS HOURS are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.

1.14**RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.

1.15**SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

1.16**STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.

1.17**LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.

1.18**LICENSE FEES**. As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".

1.19**USER TYPE** is the population of individuals which the PROGRAM will provide services to.

1.20**WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

2. **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 fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an acceptance certificate, LICENSEE does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.

3. **LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTION hereby grants to LICENSEE a limited, non-exclusive, nontransferable and nonassignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.

4. **SCOPE OF LICENSE.** LICENSEE may use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All

rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.

5. **SERVICE AREA.** The SERVICE AREA for this Agreement is the State of Nebraska and 50 miles outside the border.

6. **USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA.

7. **INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

8. **EFFECTIVE DATE** This Agreement shall become effective upon execution by both LICENSEE and GEOGRAPHIC SOLUTIONS and the Effective Date shall be the date upon which the last party executes this Agreement.

9. **TERM OF AGREEMENT.** The initial term of this Agreement shall be twelve (12) months from the EFFECTIVE DATE as defined herein and shall have thereafter three (3) optional renewals for one (1) year terms ("Extended Term") provided that at the time of renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.

10. **TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

11. **THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Connecticut Department of Labor and Infogroup, Inc. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Infogroup, Inc. LICENSEE shall not resell or duplicate the information contained in the Infogroup, Inc. database. LICENSEE'S authorized use of the Infogroup, Inc. database ceases upon termination or expiration of this Agreement.

12. **PUBLICITY.** LICENSEE agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by LICENSEE regarding the PROGRAM. All credits and acknowledgements will include: "Software Developed by Geographic Solutions, Inc.®, Palm Harbor Florida, (727) 786-7955." The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at www.geosolinc.com. LICENSEE agrees that no advertising will be placed on any Internet website created using the PROGRAM without the express prior written approval of GEOGRAPHIC SOLUTIONS.

13. **HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to knowingly directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

14. **PROGRAM ACTIVATION**. Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.

15. **FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement.

16. **SUPPORT AND MAINTENANCE.** During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

    16.1. TELEPHONE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during REGULAR BUSINESS HOURS that

permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.2. **FAX SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority fax support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.3. **E-MAIL SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.4. **ONLINE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

16.5. **ERROR CORRECTION.** GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct 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.

16.6. **RELEASES.** GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have support and maintenance in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE with one (1) copy of each new RELEASE for each copy of the PROGRAM covered by support and maintenance, without additional charge. GEOGRAPHIC SOLUTIONS shall provide reasonable assistance to help LICENSEE install each new RELEASE. RELEASES are cumulative; therefore LICENSEE is required to install each new RELEASE as it becomes available.

16.7. **DIGITAL MAP CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

16.8. **CODE CHANGES RESULTING FROM WID DATABASE STRUCTURE CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the PROGRAM to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the PROGRAM operates. WID DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS in its sole discretion will designate modifications resulting from WID DATABASE changes as minor or

major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change.

17. SUPPORT RESPONSE AND RESOLUTION TIME.

17.1. SUPPORT RESPONSE TIME. GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

17.2. SUPPORT RESOLUTION TIME. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

18. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

19. 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.

20. BACK LEVEL SUPPORT. GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

21. EXCEPTIONS. The following matters are not covered by this agreement:

21.1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;

21.2. Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

21.3. Any problem resulting from programming software other than the PROGRAM;

21.4. Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;

21.5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;

21.6. LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. GEOGRAPHIC SOLUTIONS would provide an estimate for any new work to be completed on items not covered by this Agreement for LICENSEE's approval prior to work being commenced. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

22. HOSTING SERVICES. During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time.

23. LICENSEE'S OBLIGATION

23.1 ***Cooperation.*** LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

23.2 ***Qualified Primary Contact.*** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the

QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

24. PROTECTION OF SOFTWARE

24.1 ***Proprietary Notices.*** LICENSEE 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.

24.2 ***No Reverse Engineering***. LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

24.3 ***Ownership***. LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

25. CONFIDENTIALITY

25.1.*Acknowledgement.* LICENSEE 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 GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE 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.

25.2.*Maintenance of Confidential Information.* Parties 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 Party's exercise of its rights under this Agreement. Parties shall not disclose confidential information to any employee or agent of Party who does not need to obtain access thereto in

connection with Party's exercise of its rights under this Agreement. 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 Agreement 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.

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

26. WARRANTIES

26.1.*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. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the PROGRAM has been misused or damaged in any respect; or (3) 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.

26.2.*Third party data*. LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS 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 LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

26.3.*Data Loss* LICENSEE 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. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

26.4.*Limitations.* Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS 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, LICENSEE modification, or electromagnetic field.

26.5.*LICENSEE'S Sole Remedy for Breach of Warranty.* GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

26.6.*Disclaimer of Warranties.* GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS. 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 GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

27. **LIMITATION OF LIABILITY.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE, AND SHALL NOT APPLY TO INSURANCE, FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

28. **INDEMNIFICATION**

28.1. GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and

GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance, as permitted by law in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent noninfringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it noninfringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, , upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

28.2. Except for the foregoing infringement claims, to the extent permitted by law, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information by Licensee, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

29. GOVERNMENT CONTRACTS. If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided

under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

30. POST TERMINATION RIGHTS. Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.

31. SURVIVAL. LICENSEE'S obligations under Section 24, 25, 26, 27, 28.2, 29 and 30 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

32. COPIES. LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement (see Section 24.3).

33. FORCE MAJEURE. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.

34. WAIVER. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

35. SEVERABILITY. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

36. ASSIGNABILITY. The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.

37. INTEGRATION. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a

final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

38. LEGAL ACTION. Should LICENSEE or GEOGRPAHIC SOLUTIONS institute legal action, whether at law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings, if ordered by the court.

39. NOTICES. All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

40. TIME IS OF THE ESSENCE. Time is of the essence.

41. AUTHORIZATION. The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

42. COUNTERPARTS. This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

Agreed and accepted;

LICENSEE

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Dated: _____

GEOGRAPHIC SOLUTIONS

By: _____
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 6/10/2016

State of Nebraska - INVITATION TO BID
CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Date 2/2 /16	**Page** 1 of 1
Solicitation Number	5213 OF
Opening Date and Time	Return Mail
Buyer	NANCY STORANT (AS)

DESTINATION OF GOODS
DEPT OF LABOR
C/O SUPPLY & RECEIVING
550 S 16TH ST
PO BOX 94600
LINCOLN NE 68509-4600

Sole Source Request for Spanish Language Interface Software Module License to intergrate with our existing NEWorks Virtual One Stop System.
A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.
http://www.das.state.ne.us/materiel/purchasing/purchasing.html

Bid Tabulations are available on the internet at http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	**NEWORKS SPANISH** INTERFACE MODULE LICENSE	1.0000	YR	$19,950.00	$19,950.00
2	**NEWORKS SPANISH** INTERFACE MODULE OPTIONAL RENEWAL YEAR 1	1.0000	YR	$19,950.00	$19,950.00
3	**NEWORKS SPANISH**	1.0000	YR	$19,950.00	$19,950.00

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS:_____% _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within_____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here Tim Duffy
(Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR#
VENDOR: Geographic Solutions, Inc.
Address: 1001 Omaha Circle
Palm Harbor, FL 34683

Contact Tim Duffy
Telephone 727-786-7955
Facsimile 727-785-5871
Email tduffy@geosolinc.com

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Date 2/2□/16	**Page** 2 of □
Solicitation Number	5213 OF
Opening Date and Time	Return Mail
Buyer	NANCY STORANT (AS)

DESTINATION OF GOODS
DEPT OF LABOR
C/O SUPPLY & RECEIVING
550 S 16TH ST
PO BOX 94600
LINCOLN NE 68509-4600

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	INTERFACE MODULE OPTIONAL RENEWAL YEAR 2				
4	**NEWORKS SPANISH** INTERFACE MODULE OPTIONAL RENEWAL YEAR 3	1.0000	YR	$19,950.00	$19,950.00
5	**NEWORKS SPANISH** INTERFACE MODULE OPTIONAL RENEWAL YEAR 4	1.0000	YR	$19,950.00	$19,950.00

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments

and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal/Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE INVITATION TO BID (ITB)

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5213 OF for the purpose of selecting a qualified Contractor to provide NEworks Spanish Language Interface Module.

A contract resulting from this Invitation To Bid will be issued approximately for a period of one (1) year effective the date of award. The contract has the option to be renewed for four (4) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT: http://das.nebraska.gov/materiel/purchasing.html

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Invitation To Bid	February 26, 2016
2.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	March 4, 2016 2:00 PM Central Time
3.	Review for conformance of mandatory requirements	March 4, 2016
4.	Review period	March 5, 2016 through March 9, 2016
5.	Contract finalization period	March 10, 21016 through March 25, 2016
6.	Contract award	March 25, 2016
7.	Contract start date	March 25, 2016

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Nancy Storant
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing NEworks Spanish Language Interface Module at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract will be awarded as a result of this Invitation to Bid.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

D. SUBMISSION OF BIDS

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials**. All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

E. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

F. **DISCOUNTS**
Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. **PAYMENT**
Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

H. **BID EXECUTION**
Bids must be signed in ink by the Bidder on the State of Nebraska's Invitation To Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation To Bid form. Erasures and alternations must be initialed by the Bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

I. **BID OPENING**
The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

J. **ELECTRONIC DOCUMENTS/FACSMILIE SUBMISSIONS**
The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under $25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

K. **VALID BID TIME**
Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation To Bid.

L. **ALTERNATE/EQUIVALENT BIDS**
Bidder may offer bids which are at variance from the express specifications of the Invitation To Bid. The State reserves the right to consider and accept such bids if, in the judgment of the State Procurement Manager, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation To Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

M. **LATE BIDS**
Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

N. **NO BID**
If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. NOTE: To qualify as a respondent, Bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

O. **LUMP SUM OR ALL OR NONE BIDS**
The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

P. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

Q. EVALUATION OF BIDS

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

1. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. Such other information that may be secured and that has a bearing on the decision to award the contract.

R. BID TABULATIONS

Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

S. MANDATORY REQUIREMENTS

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

T. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

U. RECYCLING

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

V. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

W. EVALUATION CRITERIA AND AWARD

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

Accept or reject a portion of or all of a bid;
Accept or reject all bids;
Withdraw the Invitation to Bid;

Elect to rebid the Invitation to Bid;
Award single lines or multiple lines to one or more bidders; or,
Award one or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

Price;
Location;
Quality;
Delivery time; and,
State contract management requirements or costs.
[Additional criteria may be added]

By submitting a bid in response to this Invitation to Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent to Award decision has been determined, it will be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html/

X. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

Y. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Invitation To Bid or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. INVITATION TO BID - TERMS AND CONDITIONS

By signing the "Invitation To Bid" form, the Bidder guarantees compliance with the provisions stated in this Invitation To Bid, agrees to the Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by one (1) clearly identifying the term or condition by subsection, and two (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The contract resulting from this Invitation To Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

B. DEBARMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The contractor, by signature to the Invitation To Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements

in any and all subcontracts into which it enters. The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notices if contractor becomes debarred during the term of this contract.

C. SPECIFICATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JD			

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Procurement Manager will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

D. PERFORMANCE AND DEFAULT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JD			

In case of default of the Contractor, the State may procure the articles from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

E. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JD			

Bidder certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

F. NE ACCESS TECHNOLOGY STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JD			

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

G. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 t 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation To Bid.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

I. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

J. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple contracts or to award line by line contract.

K. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor 's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

L. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

M. **CONTRACT CONFLICTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TD			

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

N. **BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Bidder shall not commence any billing until a valid contract has been fully executed by the parties.

O. **STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

P. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination.. All obligations of the State to make payments after the termination date will cease and all interest of the State. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

Q. **RIGHT TO AUDIT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

R. **TIME IS OF THE ESSENCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

S. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

T. BID PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State shall not incur any liability for any costs incurred by Bidders in replying to this Invitation To Bid, including any activity related to bidding on this Invitation To Bid.

U. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

V. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

W. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

X. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

Y. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

Z. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

AA. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II Part A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

BB. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the shall not relieve the Contractor of warranty or other obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment determined on a pro rata basis, for products or services satisfactorily performed or provided.)

3. The State may terminate the contract immediately for the following reasons:

   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

g. Contractor intentionally discloses confidential information;

h. Contractor has or announces it will discontinue support or provision of the deliverable;

i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or

j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

CC. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

DD. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

EE. ACCEPTANCE AND PAYMENT OF GOODS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

FF. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

II. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

LL. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

MM. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

Data contained in the bid and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the bid. If the Bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within

Nebraska's public record statutes. **All proprietary information the Bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Invitation To Bid as proprietary.** Pricing submitted in Bidder's ITB may not be marked as proprietary information. Failure of the Bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

By submission of this bid, the bidder certifies, that it is the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

OO. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

The State will be given full proportionate benefit of any price decrease during the term of the contract.
Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State

harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

PP. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

No Bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No Bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit Bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Invitation To Bid or the format or content of their bid.

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

QQ. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	**See alternative language proposed on NE-Spanish Language Revision Table attached.**

1. **GENERAL**
The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**
The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

3. **PERSONNEL**
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. **SELF-INSURANCE**
The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

RR. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
	TD		

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

SS. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Invitation To Bid response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IV. SCOPE OF WORK

The Bidder should provide the following information in response to this Invitation To Bid.

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply NEworks Spanish Language Interface Module per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4) one year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the NEworks Spanish Language Interface Module whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

B. AMENDMENT

This Contract may be amended at any time in writing upon the agreement of both parties.

C. REVISIONS

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

V. INVITATION TO BID - TECHNICAL SPECIFICATIONS

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. NON-COMPLIANCE STATEMENT
TD			A. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.
TD			B. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.
TD			C. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. TECHNICAL SPECIFICATION: NEworks Spanish Language Interface Module
TD			A. Annual Software License to include: 1. Initial set-up and configuration 2. Priority Software Support 3. Maintenance and Hosting
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. TECHNICAL SPECIFICATION: NEworks Spanish Language Interface Module License Renewals
TD			A. .License Renewal to include: 1. Priority Software Support 2. Maintenance and Hosting
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ACCEPTABLE BRANDS
TD			A. Products bid must be the brand AND model numbers as specified on each line of the Bid Document. The State of Nebraska will not be accepting alternatives to the brands specified.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. DELIVERY ARO
TD			A. Delivery desired within 14 days after receipt of order(s).
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. ORDERS
TD			A. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. QUALITY
TD			A. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	8. PRICES
TD			A. Price quoted shall be unit price and shall be firm for sixty (60) days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. The State will be given full proportionate benefit of any decrease for the term of the contract. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	9. GRAY MARKET PRODUCTS PROHIBITION
TD			A. The State of Nebraska will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	10. AUTHORIZED DEALER & WARRANTY
TD			A. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	11. WARRANTY
TD			A. Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Contractor. Defective parts or those damaged in shipment must be replaced by the Contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	12. SUBSTITUTIONS
TD			A. Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

NOTES/COMMENTS:

Form A
Bidder Contact Sheet
Invitation To Bid Number 5213 OF

Form A should be completed and submitted with each response to this Invitation to Bid. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	Geographic Solutions, Inc.
Bidder Address:	1001 Omaha Circle Palm Harbor, FL 34683
Contact Person & Title:	Tim Duffy, Central Region Manager
E-mail Address:	tduffy@geosolinc.com
Telephone Number (Office):	727-786-7955
Telephone Number (Cellular):	727-515-3588
Fax Number:	727-786-5871

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	Geographic Solutions, Inc.
Bidder Address:	1001 Omaha Circle Palm Harbor, FL 34683
Contact Person & Title:	Tim Duffy, Central Region Manager
E-mail Address:	tduffy@geosolinc.com
Telephone Number (Office):	727-786-7955
Telephone Number (Cellular):	727-515-3588
Fax Number:	727-786-5871

NE-SPANISH LANGUAGE MODULE ITB REVISION TABLE

Section	Accept/Reject	Reject and Provide Alternative within ITB Response
I	Reject & Provide Alternative within ITB Response	During the Term of this Contract and subject to Sections LL and MM, the State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.
J (2)	Reject & Provide Alternative within ITB Response	Excluding sharing or divulging Contractor's Proprietary or Confidential Information, the Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
O	Reject & Provide Alternative within ITB Response	The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract.
Y	Reject & Provide Alternative within ITB Response	In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the prevailing party agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs.
BB.	Reject & Provide Alternative within ITB Response	4. Contractor may terminate the Contract and all services provided hereunder if the State fails to make payments pursuant to Section HH.
CC.	Reject & Provide Alternative within ITB Response	The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

		Contractor may terminate this contract, in whole or in part, if State fails to perform its obligations under the contract in a timely and proper manner within thirty (30) days after State's receipt of written notice from Contractor describing State's default.
LL.	Reject & Provide Alternative within ITB Response	All materials and information provided by either party, or acquired by the receiving party on behalf of the other party shall be regarded as confidential information. Such shall be handled in accordance with federal and state law, and ethical standards. The receiving party must ensure the confidentiality of such materials or information. Should said confidentiality be breached by the receiving party; the receiving party shall notify the disclosing party immediately of said breach and take immediate corrective action. It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
MM	Reject & Provide Alternative within ITB Response	Excluding Contractor's Proprietary Information and intellectual property in the deliverables over which Contractor is and shall remain the sole and exclusive owner,,data contained in the bid and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the bid. If the Bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the Bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid, and provide supporting documents showing why such documents should be marked proprietary. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Invitation To Bid as proprietary. Pricing submitted in Bidder's ITB may not be marked as proprietary information. Failure of the Bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary may be

		required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.
QQ (2)	Reject & Provide Alternative within ITB Response	The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.
RR.	Reject	No alternative language

Geographic Solutions
Virtual OneStop® License Agreement





Trademarks and Acknowledgements:
Virtual OneStop® and *Virtual LMI*®are trademarks of Geographic Solutions, Inc. Other products or services are property of their respective owners.

Geographic Solutions

VIRTUAL ONESTOP® END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 1001 Omaha Circle, Palm Harbor, Florida 34683 ("GEOGRAPHIC SOLUTIONS") and the State of Nebraska, Department of Labor, 1526 K St, Suite 130, Lincoln, NE 68508 ???????????????? ("LICENSEE")(collectively, the "PARTIES").

W I T N E S S E T H:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. **DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

   1.1 DELIVERY. A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.

   1.2 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR

ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

1.3 ENHANCEMENTS shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.4 BASIC ENHANCEMENTS mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

1.5 MAJOR ENHANCEMENTS means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.6 ERROR is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.

1.7 ERROR CORRECTION is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.

1.8 HOST SERVERS are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.

1.9 MAINTENANCE MODIFICATIONS are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.10 PROGRAM is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS.

1.11 PROGRAM ACTIVATION DATE is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.

1.12 QUALIFIED PRIMARY CONTACT means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user.

1.13 REGULAR BUSINESS HOURS are between 8.00 a.m. and 5.00 p.m. Eastern Time,

Monday through Friday, excluding regularly scheduled national and business holidays.

1.14 **RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.

1.15 **SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

1.16 **STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.

1.17 **LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.

1.18 **LICENSE FEES**. As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".

1.19 **USER TYPE** is the population of individuals which the PROGRAM will provide services to.

1.20 **WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

2. **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 fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an acceptance certificate, LICENSEE does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.

3. **LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTION hereby grants to LICENSEE a limited, non-exclusive, nontransferable and nonassignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.

4. **SCOPE OF LICENSE.** LICENSEE may use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the

scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.

5. **SERVICE AREA.** The SERVICE AREA for this Agreement is the state of Nebraska and 50 miles outside the border.

6. **USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the service area will be able to access services for the purposes of career and job search in the SERVICE AREA. The PROGRAM will only allow employers to post jobs within the SERVICE AREA.

7. **INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

8. **EFFECTIVE DATE** This Agreement shall become effective upon execution by both LICENSEE and GEOGRAPHIC SOLUTIONS and the Effective Date shall be the date upon which the last party executes this Agreement.

9. **TERM OF AGREEMENT.** The initial term of this Agreement shall be twelve (12) months from the EFFECTIVE DATE as defined herein and shall automatically renew thereafter for subsequent terms of one (1) year ("Extended Term") provided that at the time of automatic renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.

10. **TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS

the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

11. **THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Connecticut Department of Labor and Infogroup, Inc. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Infogroup, Inc. LICENSEE shall not resell or duplicate the information contained in the Infogroup, Inc. database. LICENSEE'S authorized use of the Infogroup, Inc. database ceases upon termination or expiration of this Agreement.

12. **PUBLICITY.** LICENSEE agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by LICENSEE regarding the PROGRAM. All credits and acknowledgements will include: "Software Developed by Geographic Solutions, Inc.®, Palm Harbor Florida, (727) 786-7955." The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at www.geosolinc.com. LICENSEE agrees that no advertising will be placed on any Internet website created using the PROGRAM without the express prior written approval of GEOGRAPHIC SOLUTIONS.

13. **HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

14. **PROGRAM ACTIVATION**. Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.

15. **FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S

SOLUTIONS' termination rights under Section 10 of this Agreement. GEOGRAPHIC SOLUTIONS shall charge eight percent (8%) per year interest on all fees over thirty (30) days past due.

16. **SUPPORT AND MAINTENANCE.** During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

    16.1. **TELEPHONE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.2. **FAX SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority fax support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.3. **E-MAIL SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.4. **ONLINE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

    16.5. **ERROR CORRECTION.** GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct 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.

    16.6. **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.

    16.7. **DIGITAL MAP CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be

considered a minor change and the introduction of a new geographic layer considered a major change.

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

All such error corrections, bug fixes, patches, updates, New Releases, or other modifications shall be the sole property of GEOGRAPHIC SOLUTIONS.

17. SUPPORT RESPONSE AND RESOLUTION TIME.

17.1. SUPPORT RESPONSE TIME. GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

17.2. SUPPORT RESOLUTION TIME. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

18. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

19. 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.

20. BACK LEVEL SUPPORT. GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

21. EXCEPTIONS. The following matters are not covered by this agreement:

21.1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;

21.2. Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

21.3. Any problem resulting from programming software other than the PROGRAM;

21.4. Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;

21.5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;

21.6. LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

22. HOSTING SERVICES. During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time.

23. LICENSEE'S OBLIGATION

23.1 ***Cooperation***. LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

23.2 ***Qualified Primary Contact.*** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

24. PROTECTION OF SOFTWARE

24.1 ***Proprietary Notices.*** LICENSEE 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.

24.2 ***No Reverse Engineering***. LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

24.3 ***Ownership***. LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

25. CONFIDENTIALITY

25.1.*Acknowledgement.* LICENSEE 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 GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE 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.

25.2.*Maintenance of Confidential Information.* LICENSEE 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 LICENSEE'S exercise of its rights under this Agreement. LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. 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 Agreement 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.

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

26. WARRANTIES

26.1.*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. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the PROGRAM has been misused or damaged in any respect; or (3) 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.

26.2.*Third party data*. LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS 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 LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

26.3.*Data Loss* LICENSEE 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. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

26.4.*Limitations.* Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS 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, LICENSEE modification, or electromagnetic field.

26.5.*LICENSEE'S Sole Remedy for Breach of Warranty.* GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

26.6.*Disclaimer of Warranties.* GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS. 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 GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

27. LIMITATION OF LIABILITY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF

THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

28. INDEMNIFICATION

28.1. GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent noninfringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it noninfringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, less reasonable depreciation, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

28.2. Except for the foregoing infringement claims, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from

and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

29. GOVERNMENT CONTRACTS. If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

30. POST TERMINATION RIGHTS. Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.

31. SURVIVAL. LICENSEE'S obligations under Section 24, 25, 26, 27, 28.2, 29 and 30 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

32. COPIES. LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.

33. FORCE MAJEURE. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.

34. WAIVER. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

35. SEVERABILITY. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

36. ASSIGNABILITY. The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.

37. INTEGRATION. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

38. LEGAL ACTION. Should LICENSEE or GEOGRPAHIC SOLUTIONS institute legal action, whether at law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings.

39. NOTICES. All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

40. TIME IS OF THE ESSENCE. Time is of the essence.

41. AUTHORIZATION. The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

42. COUNTERPARTS. This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

Agreed and accepted;

LICENSEE

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Dated: _____

GEOGRAPHIC SOLUTIONS

By: _____
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: _____

EXHIBIT A

SOFTWARE AND SERVICE ITEMSAND FEES

The following table outlines the Virtual OneStop® modules that are included in this Agreement;

Module Description	
Spanish Language Interface: Spanish Version of Services for Individuals and Employers.	
Total License Fee	**$19,950.00**

EXHIBIT B

PAYMENT PLAN

The following is the payment plan for this project:

Deliverable	Amount
Software License will be due upon Delivery.	$19,950.00

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	06/16/17
BUSINESS UNIT	BUYER
23300173	NANCY STORANT (AS)

VENDOR NUMBER: 506943

VENDOR ADDRESS:

GEOGRAPHIC SOLUTIONS INC
1001 OMAHA CIR
PALM HARBOR FL 34683-4036

CONTRACT NUMBER
14528 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JUNE 15, 2017 THROUGH JUNE 14, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5213 OF

Contract to supply and deliver NEworks Spanish Language Interface Module to the State of Nebraska as per the attached specifications for the contract period June 15, 2017 through June 14, 2018. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Duffy
Phone: 727-786-7955
Fax: 727-785-5871
E-Mail: tduffy@geosolinc.com

(06/14/16 djo)

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (06/16/17 wc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NEWORKS SPANISH INTERFACE MODULE LICENSE	1.0000	YR	19,950.0000
2	NEWORKS SPANISH INTERFACE MODULE OPTIONAL RENEWAL YEAR 1	1.0000	YR	19,950.0000
3	NEWORKS SPANISH INTERFACE MODULE OPTIONAL RENEWAL YEAR 2	1.0000	YR	19,950.0000
4	NEWORKS SPANISH	1.0000	YR	19,950.0000

6/16/17 Nancy Storant
BUYER 6-16-17
6/16/17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	06/16/17
BUSINESS UNIT	BUYER
23300173	NANCY STORANT (AS)

VENDOR NUMBER: 506943

CONTRACT NUMBER
14528 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	INTERFACE MODULE OPTIONAL RENEWAL YEAR 3			
5	NEWORKS SPANISH INTERFACE MODULE OPTIONAL RENEWAL YEAR 4	1.0000	YR	19,950.0000

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	03/15/16
BUSINESS UNIT	BUYER
23200474	NANCY STORANT (AS)

VENDOR NUMBER: 506943

VENDOR ADDRESS:

GEOGRAPHIC SOLUTIONS INC
1001 OMAHA CIR
PALM HARBOR FL 34683-4036

CONTRACT NUMBER
14466 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MARCH 16, 2016 THROUGH MARCH 15, 2017

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5182 OF

Contract to supply and deliver Eligible Train Provider List software Modules to the State of Nebraska as per the attached specifications for the contract period March 16, 2016 through March 15, 2017. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Duffy
Phone (Office): 727-786-7955
Phone (Cellular): 727-515-3588
Fax: 727-786-5871
E-Mail: TDuffy@geosolinc.com

(ss 3/15/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES TO INCLUDE: INITIAL SET-UP AND CONFIGURATION PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING MODULE MUST INTEGRATE WITH STATE OF NEBRASKA NEWORKS SYSTEM	1.0000	YR	29,900.0000
2	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR ONE TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	1.0000	YR	29,900.0000

3/16/16 PK

BUYER

3/16/16

MATERIEL ADMINISTRATOR

R43500|NISC0301|NISC0301 20150901

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	02/23/16
BUSINESS UNIT	BUYER
23200474	NANCY STORANT (AS)
VENDOR NUMBER: 506943	

CONTRACT NUMBER
14466 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR TWO TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	1.0000	EA	29,900.0000
4	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR THREE TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	1.0000	EA	29,900.0000

BUYER INITIALS

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date 12/15/15	**Page** 1 of 2
Solicitation Number	5182 OF
Opening Date and Time	Return Mail
Buyer	NANCY STORANT (AS)

DESTINATION OF GOODS
DEPT OF LABOR
C/O SUPPLY & RECEIVING
550 S 16TH ST
PO BOX 94600
LINCOLN NE 68509-4600

Per Nebraska' s Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____NEBRASKA CONTRACTOR AFFADAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. " Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Eligible Train Provider List software Modules to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

(12/14/15 sc)
A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.
http://www.das.state.ne.us/materiel/purchasing/purchasing.html

Bid Tabulations are available on the internet at http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS:_____%_____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within 45 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR#	506943	**Contact**	Tim Duffy
VENDOR:	Geographic Solutions, Inc.	**Telephone**	727-786-7955
Address:	1001 Omaha Circle	**Facsimile**	727-786-5871
	Palm Harbor, FL 34683	**Email**	TDuffy@geosolinc.com

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	12/15/15	Page	2 of 2
Solicitation Number	5182 OF		
Opening Date and Time	Return Mail		
Buyer	NANCY STORANT (AS)		

DESTINATION OF GOODS
DEPT OF LABOR
C/O SUPPLY & RECEIVING
550 S 16TH ST
PO BOX 94600
LINCOLN NE 68509-4600

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES TO INCLUDE: INITIAL SET-UP AND CONFIGURATION PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING MODULE MUST INTEGRATE WITH STATE OF NEBRASKA NEWORKS SYSTEM	1.0000	YR	$29,900.00	$29,900.00
2	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR ONE TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	1.0000	YR	$29,900.00	$29,900.00
3	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR TWO TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	1.0000	EA	$29,900.00	$29,900.00
4	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR THREE TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	1.0000	EA	$29,900.00	$29,900.00

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing -- Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique

nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal/Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension..

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected us justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. SCOPE OF THE INVITATION TO BID (ITB)

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number 5182 OF for the purpose of selecting a qualified Contractor to provide Eligible Train Provider List software Modules.

A contract resulting from this Invitation To Bid will be issued approximately for a period of One (1) year effective the date of award. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT: http://das.nebraska.gov/materiel/purchasing.html/

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Invitation To Bid	December 15, 2015
2.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 22, 2015 2:00 PM Central Time
3.	Review for conformance of mandatory requirements	December 22, 2015
4.	Review period	December 23, 2015 through December 24, 2015
5.	Contract award	January 4, 2016
6.	Contract start date	January 4, 2016

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Nancy Storant
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing Eligible Train Provider List Software Modules at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract will be awarded as a result of this Invitation to Bid.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

D. SUBMISSION OF BIDS

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

E. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A and Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the page of the calendar or bidder's bid response packet. Rejected late bids will return to the bidder unopened.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

F. **DISCOUNTS**
Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. **PAYMENT**
Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

H. **BID EXECUTION**
Bids must be signed in ink by the Bidder on the State of Nebraska's Invitation To Bid form. All bids must typewritten or in ink on the State of Nebraska's Invitation To Bid form. Erasures and alternations must be initialed by the Bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

I. **BID OPENING**
The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

J. **ELECTRONIC DOCUMENTS/FACSMILIE SUBMISSIONS**
The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under $25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

K. **VALID BID TIME**
Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation To Bid.

L. **ALTERNATE/EQUIVALENT BIDS**
Bidder may offer bids which are at variance from the express specifications of the Invitation To Bid. The State reserves the right to consider and accept such bids if, in the judgment of the State Procurement Manager, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation To Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

M. **LATE BIDS**
Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

N. **NO BID**
If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. NOTE: To qualify as a respondent, Bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

O. **LUMP SUM OR ALL OR NONE BIDS**

The State reserves the right to purchase item-by-item, by groups or as total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

P. **REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

Q. **EVALUATION OF BIDS**

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

1. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. Such other information that may be secured and that has a bearing on the decision to award the contract.

R. **BID TABULATIONS**

Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm.
Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

S. **MANDATORY REQUIREMENTS**

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

T. **REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

U. **RECYCLING**

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

V. **RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01-73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

W. **AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation To Bid. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders, in whole or in part, and at its discretion, may withdraw or amend the Invitation To Bid at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Invitation To Bid does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the due date may be extended.

By submitting a bid in response to this Invitation To Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent To Award decision has been determined, it will be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/

X. **POLITICAL SUB-DIVISIONS**

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

Y. **VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Invitation To Bid or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid; and
2. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State, and
3. Legal Action

III. INVITATION TO BID - TERMS AND CONDITIONS

By signing the "Invitation To Bid" form, the Bidder guarantees compliance with the provisions stated in this Invitation To Bid, agrees to the Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. **Bidders must include completed Section III with their ITB response.**

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The contract resulting from this Invitation To Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

B. DEBARMENT

The contractor, by signature to the Invitation To Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notices if contractor becomes debarred during the term of this contract.

C. **SPECIFICATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Procurement Manger will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

D. **PERFORMANCE AND DEFAULT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State reserves the right to require a performance bond from the successful Bidder, as provided by law, without expense to the State. Otherwise, in case of default of the Contractor, the State may procure the articles from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

E. **DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Bidder certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

F. **NE ACCESS TECHNOLOGY STANDARDS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

G. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation To Bid.

H. **PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

I. **OWNERSHIP OF INFORMATION AND DATA**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
		TD	

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

J. **INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance

for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$1,000,000 per occurrence
SUBROGRATION WAIVER	
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."	

4. **EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their bid response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. **COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple contracts or to award line by line contract.

L. **INDEPENDENT CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

M. **CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor 's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

N. **CONTRACTOR PERSONNEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

O. **STATE OF NEBRASKA PERSONNEL PRECRUITMENT PROHIBITION**

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Invitation To Bid or project, or who had any influence on decisions affecting the Invitation To Bid or project.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

P. **BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Bidder shall not commence any billing until a valid contract has been fully executed by the parties.

Q. **STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

R. **SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractor s comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

S. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

T. **RIGHT TO AUDIT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

U. **DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

V. **TIME IS OF THE ESSENCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

W. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

X. BID PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State shall not incur any liability for any costs incurred by Bidders in replying to this Invitation To Bid, including any activity related to bidding on this Invitation To Bid.

Y. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

Z. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

AA. **ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

BB. **GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

CC. **ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

DD. **ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

EE. **NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II.A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

FF. **EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

g. Contractor intentionally discloses confidential information;

h. Contractor has or announces it will discontinue support or provision of the deliverable;

i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or

j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

GG. **BREACH BY CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

HH. **ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

II. **ACCEPTANCE AND PAYMENT OF GOODS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

JJ. **FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

KK. **PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

LL. **PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

MM. **INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

NN. **TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

OO. **INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

PP. **SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

QQ. **CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

RR. **PROPRIETARY INFORMATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Data contained in the bid and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the bid. If the Bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the Bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Invitation To Bid as proprietary.** Pricing submitted in Bidder's ITB may not be marked as proprietary information. Failure of the Bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In

accordance with Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

SS. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

By submission of this bid, the bidder certifies, that it is the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

TT. **PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid until an award is made (and for Bidder receiving award unless otherwise so stated in the contract) or the Invitation To Bid is cancelled.

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Bidder, F. O. B. Destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Contractor represents and warrants that all prices, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

UU. **ETHICS IN PUBLIC CONTRACTING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

No Bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No Bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit Bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Invitation To Bid or the format or content of their bid.

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. **INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

1. **GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

3. **PERSONNEL**
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

WW. **ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. **EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Invitation To Bid response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

YY. **LICENSE/SERVICE OR OTHER AGREEMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
TD			

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

IV. SCOPE OF WORK

The Bidder should provide the following information in response to this Invitation To Bid.

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply Eligible Train Provider List Software Modules per the attached specifications from date of award for a period of one year with the option to renew for an additional three (3) one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Eligible Train Provider List Software Modules whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

B. AMENDMENT

This Contract may be amended at any time in writing upon the agreement of both parties.

C. REVISIONS

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

V. INVITATION TO BID - TECHNICAL SPECIFICATIONS

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. NON-COMPLIANCE STATEMENT
X			A. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.
X			B. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.
X			C. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. TECHNICAL SPECIFICATION: Annual software license for Manage Providers Software Module to include:
X			A. Initial set-up and configuration
X			B. Priority software support
X			C. Maintenance and Hosting
X			D. Module must integrate with the State of Nebraska NEworks system.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. TECHNICAL SPECIFICATION: Annual software license for Services For Providers Software Module to include:
X			A. Initial set-up and configuration
X			B. Priority software support
X			C. Maintenance and Hosting
X			D. Module must integrate with the State of Nebraska NEworks system.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. DELIVERY ARO
X			A. Delivery desired within 45 days after receipt of order(s).
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. ORDERS
X			A. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. QUALITY
X			A. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. PRICES
X			A. Price quoted shall be unit price and shall be firm from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. The State will be given full proportionate benefit of any decrease for the term of the contract. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. AUTHORIZED DEALER & WARRANTY
X			A. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	9. WARRANTY
X			A. Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Contractor. Defective parts or those damaged in shipment must be replaced by the Contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	10. SUBSTITUTIONS
X			A. Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

NOTES/COMMENTS:

Form A
Bidder Contact Sheet
Invitation To Bid Number 5182OF

Form A should be completed and submitted with each response to this Invitation to Bid. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	**Geographic Solutions, Inc.**
Bidder Address:	**1001 Omaha Circle** **Palm Harbor, FL** **34683**
Contact Person & Title:	**Tim Duffy, Central Region Manger**
E-mail Address:	**TDuffy@geosolinc.com**
Telephone Number (Office):	**727-786-7955**
Telephone Number (Cellular):	**727-515-3588**
Fax Number:	**727-786-5871**

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	**Geographic Solutions**
Bidder Address:	**1001 Omaha Circle** **Palm Harbor, FL** **34683**
Contact Person & Title:	**Tim Duffy, Central Region Manager**
E-mail Address:	**TDuffy@geosolinc.com**
Telephone Number (Office):	**727-786-7955**
Telephone Number (Cellular):	**727-515-3588**
Fax Number:	**727-786-5871**

Geographic Solutions

Virtual OneStop® License Agreement



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Geographic Solutions



VIRTUAL ONESTOP® END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 1001 Omaha Circle, Palm Harbor, Florida 34683 ("GEOGRAPHIC SOLUTIONS") and the State of Nebraska, 1526 K Street, Suite 130, Lincoln, NE 68508 ("LICENSEE")(collectively, the "PARTIES").

W I T N E S S E T H:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. **DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

   1.1 DELIVERY. A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.

   1.2 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR

ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

1.3 **ENHANCEMENTS** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.4 **BASIC ENHANCEMENTS** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

1.5 **MAJOR ENHANCEMENTS** means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.6 **ERROR** is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.

1.7 **ERROR CORRECTION** is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.

1.8 **HOST SERVERS** are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.

1.9 **MAINTENANCE MODIFICATIONS** are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.10 **PROGRAM** is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS.

1.11 **PROGRAM ACTIVATION DATE** is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.

1.12 **QUALIFIED PRIMARY CONTACT** means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user.

1.13 **REGULAR BUSINESS HOURS** are between 8.00 a.m. and 5.00 p.m. Eastern Time,

Monday through Friday, excluding regularly scheduled national and business holidays.

1.14 **RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.

1.15 **SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

1.16 **STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.

1.17 **LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.

1.18 **LICENSE FEES.** As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".

1.19 **USER TYPE** is the population of individuals which the PROGRAM will provide services to.

1.20 **WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

2. **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 fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an acceptance certificate, LICENSEE does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.

3. **LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTION hereby grants to LICENSEE a limited, non-exclusive, nontransferable and nonassignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.

4. **SCOPE OF LICENSE.** LICENSEE may use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the

scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.

5. **SERVICE AREA.** The SERVICE AREA for this Agreement is the State of Nebraska and 50 miles outside the border.

6. **USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA.

7. **INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

8. **EFFECTIVE DATE** This Agreement shall become effective upon execution by both LICENSEE and GEOGRAPHIC SOLUTIONS and the Effective Date shall be the date upon which the last party executes this Agreement.

9. **TERM OF AGREEMENT.** The initial term of this Agreement shall be twelve (12) months from the EFFECTIVE DATE as defined herein and shall automatically renew thereafter for subsequent terms of one (1) year ("Extended Term") provided that at the time of automatic renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.

10. **TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any

party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

11. **THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Connecticut Department of Labor and Infogroup, Inc. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Infogroup, Inc. LICENSEE shall not resell or duplicate the information contained in the Infogroup, Inc. database. LICENSEE'S authorized use of the Infogroup, Inc. database ceases upon termination or expiration of this Agreement.

12. **PUBLICITY.** LICENSEE agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by LICENSEE regarding the PROGRAM. All credits and acknowledgements will include: "Software Developed by Geographic Solutions, Inc.®, Palm Harbor Florida, (727) 786-7955." The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at www.geosolinc.com. LICENSEE agrees that no advertising will be placed on any Internet website created using the PROGRAM without the express prior written approval of GEOGRAPHIC SOLUTIONS.

13. **HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

14. **PROGRAM ACTIVATION.** Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.

15. **FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement. GEOGRAPHIC

SOLUTIONS shall charge eight percent (8%) per year interest on all fees over thirty (30) days past due.

16. **SUPPORT AND MAINTENANCE.** During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

16.1. TELEPHONE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.2. FAX SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority fax support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.3. E-MAIL SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.4. ONLINE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

16.5. ERROR CORRECTION. GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct 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.

16.6. RELEASES. GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have support and maintenance in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE with one (1) copy of each new RELEASE for each copy of the PROGRAM covered by support and maintenance, without additional charge. GEOGRAPHIC SOLUTIONS shall provide reasonable assistance to help LICENSEE install each new RELEASE. RELEASES are cumulative; therefore LICENSEE is required to install each new RELEASE as it becomes available.

16.7. DIGITAL MAP CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be

considered a minor change and the introduction of a new geographic layer considered a major change.

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

17. SUPPORT RESPONSE AND RESOLUTION TIME.

17.1. **SUPPORT RESPONSE TIME.** GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

17.2. **SUPPORT RESOLUTION TIME.** The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

18. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

19. 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.

20. BACK LEVEL SUPPORT. GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

21. EXCEPTIONS. The following matters are not covered by this agreement:

21.1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;

21.2. Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

21.3. Any problem resulting from programming software other than the PROGRAM;

21.4. Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;

21.5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;

21.6. LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

22. HOSTING SERVICES. During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time.

23. LICENSEE'S OBLIGATION

23.1 ***Cooperation.*** LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC

SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

23.2 ***Qualified Primary Contact.*** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

24. PROTECTION OF SOFTWARE

24.1 ***Proprietary Notices.*** LICENSEE 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.

24.2 ***No Reverse Engineering.*** LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

24.3 ***Ownership.*** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

25. CONFIDENTIALITY

25.1 ***Acknowledgement.*** LICENSEE 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 GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE 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.

25.2. ***Maintenance of Confidential Information.*** LICENSEE 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 LICENSEE'S exercise of its rights under this Agreement. LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. 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 Agreement 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.

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

26. WARRANTIES

26.1. ***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. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the PROGRAM has been misused or damaged in any respect; or (3) 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.

26.2.***Third party data***. LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS 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 LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

26.3.***Data Loss*** LICENSEE 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. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

26.4.***Limitations.*** Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS 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, LICENSEE modification, or electromagnetic field.

26.5.***LICENSEE'S Sole Remedy for Breach of Warranty.*** GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of

warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

26.6. ***Disclaimer of Warranties.*** GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS. 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 GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

27. **LIMITATION OF LIABILITY.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENATION AND ANY

SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

28. INDEMNIFICATION

28.1. GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent noninfringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it noninfringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, less reasonable depreciation, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

28.2. Except for the foregoing infringement claims, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall

indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

29. **GOVERNMENT CONTRACTS.** If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

30. **POST TERMINATION RIGHTS.** Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.

31. **SURVIVAL.** LICENSEE'S obligations under Section 24, 25, 26, 27, 28.2, 29 and 30 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

32. **COPIES.** LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.

33. **FORCE MAJEURE.** Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.

34. **WAIVER.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

35. **SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

36. **ASSIGNABILITY.** The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.

37. **INTEGRATION.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

38. **LEGAL ACTION.** Should LICENSEE or GEOGRPAHIC SOLUTIONS institute legal action, whether at law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings.

39. **NOTICES.** All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

40. **TIME IS OF THE ESSENCE.** Time is of the essence.

41. **AUTHORIZATION.** The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

42. **COUNTERPARTS.** This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

Agreed and accepted;

LICENSEE

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Dated: _____

GEOGRAPHIC SOLUTIONS

By: _____
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: _____

Geographic Solutions

EXHIBIT A

SOFTWARE AND SERVICE ITEMSAND FEES

Proposed Software Modules	Description	One Time Implementation Fee	Annual License Fee
MANAGE PROVIDERS: 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.	Annual software license, including initial set-up and configuration, priority software support, maintenance and hosting.	*$0.00*	$29,900.00
SERVICES FOR PROVIDERS: 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. ***Requires: Manage Providers***			

Geographic Solutions

EXHIBIT B

PAYMENT PLAN

The following is the payment plan for this project:

Deliverable	Amount
Software License will be due upon Delivery.	$29,900.00

Geographic Solutions

EXHIBIT C

HOSTING CONFIGURATION

The following is the proposed hosting configuration for this project:

Hardware

Item	Description
Application server	2 Dell PowerEdge 1850 Web Servers in a web-farm environment. Dual Intel Xeon processors, 2 gig RAM
Database server	2 Dell PowerEdge 6650 SQL Servers in a active passive Windows Cluster environment. Quad Intel Xeon processors, 32 gig RAM, , Q-Logic HBAs for fiber connection to storage system.
Reports Server	2 Dell PowerEdge 6650 Dual Intel Xeon 2.8Ghz processors, 32 gigs of RAM, 36 gig RAID 5 HD, plus attachment to the SAN 500 gig data storage
Testing Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Training Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Backup Server	1 Dell PowerEdge 1650 Intel Pentium III processor. Computer Associates Brightstore Archserve backup software.
Switching	2 McDataSphereon 4700Fiber switch. 2 gbs, 32 port. Connects hosts and storage system.
Storage System	1 Dell/EMC CX500 Storage system. Seventy Five (75) 76 gig 1500 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.
Tape Drive	Tape Drive Array. Connects to Backup server via SCSI cable. Has 2 LTO tape drives and slots for 15+ 80 gig backup tapes.
Uninterrupted Power Supply	APC Symmetra LX 1600 Battery Backup. 16KVA battery backup solution. Generac Generator. 100 KW. Automatically powers building if utility power goes offline.

Server Software

Item	Description
Operating System	Microsoft Windows.
Database	Microsoft SQL Server 2005/2008.
Web Service	Microsoft Internet Information Server Version 6.

Hosting Services

Hardware

Item	Description
VMware	Dell M620 blade servers comprise the VMWare farm that hosts the virtual web servers. ESXi host servers are configured with dual Intel Xeon E5-2660 V2 10 core processors, 786GB RAM. VMWare vROM is used for the virtualization platform.
Application server	Virtual web server instances with Microsoft Windows Server 2008/2012 R2, Standard x64, 4 vCores, 8GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Database server	Dell PowerEdge R910 server for production MS SQL Servers in an active / passive Windows Cluster environment. Quad Intel Xeon E7-4870 10 core processors, 256 GB – 1TB RAM, Microsoft Windows Server 2012 x64, Enterprise Edition, Latest Service Packs and Updates. SQL 2008/2012, Q-Logic HBAs for fiber connection to storage system. A separate reports server segregates heavy reports operations from normal real-time user activity.
Reports Server	1 virtual server with Microsoft Windows Server 2008/2012 R2, Standard x64, 8 vCores, 32GB RAM, Latest Service Packs and Updates.
Testing Server	2 virtual web server instances with Microsoft Windows Server 2008/2012 R2, Standard x64, 4 vCores, 16GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Training Server	2 virtual web server instances with Microsoft Windows Server

	2008/2012 R2, Standard x64, 4 vCores, 12GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Backup Server	Dell PowerEdge R610 Backup Server. Dual Intel Xeon Core4 Quad processors. CommVault Simpana 9 backup software.
Switching	Cisco MDS -9148 48 port fiber switch. 8 Gbps ports with extended broadcast zoning for database host connections to the Storage Area Network (SAN).
Storage System	Pure Storage Flash Array SAN system that utilizes solid state disks for primary database storage on SQL hosts. EMC VNX5700 SAN system with Redundant Array of Independent Disks (RAID). 300GB 15,000 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.
Tape Drive	Powervault TL-4000 Tape Drive Array. Connects to backup server via SCSI cable. Has 2 LTO-5 tape drives and slots for 48 800Gb backup tapes.
Uninterrupted Power Supply	N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost.

Server Software

Item	Description
Operating System	Microsoft Windows 2008/2012
Database	Microsoft SQL Server 2008/2012.
Web Service	Microsoft Internet Information Server Version 7/7.5.

Hosting Services

Item	Description
Access	High-speed access to the Internet for hosting the Program.
Service	Geographic Solutions 100 MB service provides a load-shared connection with shadow service via separate sonet rings.

Item	Description
Availability	The System will be available to users on a 24/7/365 basis. Occasional downtime for maintenance will be scheduled after normal business hours. Licensee will be notified in advance of any downtime that may be scheduled.
Remote Hosting Facility	Guaranteed roll over to our backup hosting facility in case of disaster.
System Monitoring	24x7 system monitoring
Disk Space	1 TB disk space allocated for the production database
Full Power backup	N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost.
Database	SQL Server with unlimited number of users via Internet.
Service Agreement	Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance.
Uninterrupted Power Supply	N+2 Generators sized to handle the entire data center load. Automatically power the building and the data center if primary power sources go offline.
Tape Backup	All the customer data hosted at the Geographic Solutions facility is backed up to digital tape. These tapes are stored in a secure fireproof facility.
Full Redundancy	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.

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 14466 OC
Eligible Train Provider List Software Modules
Between
The State of Nebraska and Geographic Solutions, Inc.

The following Terms and Conditions, Addendum One of Contract14466 OC have been reviewed and agreed upon between Geographic Solutions "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Eligible Train Provider List Software Modules. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "Reserved" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

III. TERMS AND CONDITIONS

A. GENERAL

The contract resulting from this Invitation To Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda, including the Geographic Solutions Virtual OneStop License Agreement;
3. The Invitation To Bid form and the Contractor's Bid Response signed in ink
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once bids are opened they become the property of the State of Nebraska and will not be returned.

B. DEBARMENT

The contractor, by signature to the Invitation To Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notices if contractor becomes debarred during the term of this contract.

C. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Procurement Manger will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

D. PERFORMANCE AND DEFAULT

The State reserves the right to require a performance bond from the successful Bidder, as provided by law, without expense to the State. Otherwise, in case of default of the Contractor, the State may procure the articles from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

E. DRUG POLICY

Bidder certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

F. NE ACCESS TECHNOLOGY STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

G. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation To Bid.

H. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

I. OWNERSHIP OF INFORMATION AND DATA

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

J. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$1,000,000 per occurrence

SUBROGRATION WAIVER
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."
LIABILITY WAIVER
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

4. **EVIDENCE OF COVERAGE**
The Contractor should furnish the State, with their bid response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple contracts or to award line by line contract.

L. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any

compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

M. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor 's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

N. CONTRACTOR PERSONNEL

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

O. STATE OF NEBRASKA PERSONNEL PRECRUITMENT PROHIBITION

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Invitation To Bid or project, or who had any influence on decisions affecting the Invitation To Bid or project.

P. BEGINNING OF WORK

The Bidder shall not commence any billing until a valid contract has been fully executed by the parties.

Q. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

R. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractor s comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

S. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

T. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and

procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

U. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

V. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

W. CONFLICT OF INTEREST

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

X. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this Invitation To Bid, including any activity related to bidding on this Invitation To Bid.

Y. ERRORS AND OMISSIONS

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

Z. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

AA. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

BB. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

CC. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

DD. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

EE. NOTIFICATION

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II.A., Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

FF. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the contract.

In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
   g. Contractor intentionally discloses confidential information;
   h. Contractor has or announces it will discontinue support or provision of the deliverable;
   i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
   j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

GG. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

HH. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

II. ACCEPTANCE AND PAYMENT OF GOODS

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

JJ. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

KK. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

LL. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

MM. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

NN. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

OO. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

PP. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

QQ. CONFIDENTIALITY

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

RR. PROPRIETARY INFORMATION - RESERVED

SS. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING - RESERVED

TT. PRICES

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid until an award is made (and for Bidder receiving award unless otherwise so stated in the contract) or the Invitation To Bid is cancelled.

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Bidder, F. O. B. Destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Contractor represents and warrants that all prices, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

UU. ETHICS IN PUBLIC CONTRACTING - RESERVED

VV. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated

as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

3. **PERSONNEL**
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

WW. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Invitation To Bid response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

YY. LICENSE/SERVICE OR OTHER AGREEMENTS

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By: _____

Name: ~~Marilyn Bottrell~~ BO Botelho

Title: Materiel Administrator

Date: 3/16/12

Contractor: Geographic Solutions, Inc.

By: _____

Name: Paul Toomey

Title: President

Date: 2/25/2012

ADDENDUM ONE TO CONTRACT

CONTRACT 14466 OC

Geographic Solutions
Virtual OneStop® License Agreement





Trademarks and Acknowledgements:
Virtual OneStop® and *Virtual LMI*® are trademarks of Geographic Solutions, Inc. Other products or services are property of their respective owners.

Geographic Solutions

Geographic Solutions

VIRTUAL ONESTOP® END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 1001 Omaha Circle, Palm Harbor, Florida 34683 ("GEOGRAPHIC SOLUTIONS") and the State of Nebraska, 1526 K Street, Suite 130, Lincoln, NE 68508 ("LICENSEE")(collectively, the "PARTIES").

WITNESSETH:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. **DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

   1.1 DELIVERY. A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.

   1.2 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR

ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

1.3 **ENHANCEMENTS** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.4 **BASIC ENHANCEMENTS** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

1.5 **MAJOR ENHANCEMENTS** means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.6 **ERROR** is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.

1.7 **ERROR CORRECTION** is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.

1.8 **HOST SERVERS** are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.

1.9 **MAINTENANCE MODIFICATIONS** are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.10 **PROGRAM** is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS.

1.11 **PROGRAM ACTIVATION DATE** is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.

1.12 **QUALIFIED PRIMARY CONTACT** means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user.

1.13 **REGULAR BUSINESS HOURS** are between 8.00 a.m. and 5.00 p.m. Eastern Time,

Monday through Friday, excluding regularly scheduled national and business holidays.

1.14 **RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.

1.15 **SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

1.16 **STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosoline.com.

1.17 **LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.

1.18 **LICENSE FEES**. As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".

1.19 **USER TYPE** is the population of individuals which the PROGRAM will provide services to.

1.20 **WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

2. **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 fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an acceptance certificate, LICENSEE does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.

3. **LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTION hereby grants to LICENSEE a limited, non-exclusive, nontransferable and nonassignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.

4. **SCOPE OF LICENSE.** LICENSEE may use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the

scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.

5. **SERVICE AREA.** The SERVICE AREA for this Agreement is the State of Nebraska and 50 miles outside the border.

6. **USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA.

7. **INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

8. **EFFECTIVE DATE** This Agreement shall become effective upon execution by both LICENSEE and GEOGRAPHIC SOLUTIONS and the Effective Date shall be the date upon which the last party executes this Agreement.

9. **TERM OF AGREEMENT.** The initial term of this Agreement shall be twelve (12) months from the EFFECTIVE DATE as defined herein and shall have thereafter three (3) optional renewals for one (1) year terms ("Extended Term") provided that at the time of renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.

10. **TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any

party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

11. **THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Connecticut Department of Labor and Infogroup, Inc. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Infogroup, Inc. LICENSEE shall not resell or duplicate the information contained in the Infogroup, Inc. database. LICENSEE'S authorized use of the Infogroup, Inc. database ceases upon termination or expiration of this Agreement.

12. **PUBLICITY.** LICENSEE agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by LICENSEE regarding the PROGRAM. All credits and acknowledgements will include: "Software Developed by Geographic Solutions, Inc.®, Palm Harbor Florida, (727) 786-7955." The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at www.geosoline.com. LICENSEE agrees that no advertising will be placed on any Internet website created using the PROGRAM without the express prior written approval of GEOGRAPHIC SOLUTIONS.

13. **HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to knowingly directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

14. **PROGRAM ACTIVATION.** Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.

15. **FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement.

16. **SUPPORT AND MAINTENANCE.** During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

16.1. TELEPHONE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.2. FAX SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority fax support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.3. E-MAIL SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.4. ONLINE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

16.5. ERROR CORRECTION. GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct 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.

16.6. RELEASES. GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have support and maintenance in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE with one (1) copy of each new RELEASE for each copy of the PROGRAM covered by support and maintenance, without additional charge. GEOGRAPHIC SOLUTIONS shall provide reasonable assistance to help LICENSEE install each new RELEASE. RELEASES are cumulative; therefore LICENSEE is required to install each new RELEASE as it becomes available.

16.7. DIGITAL MAP CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

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

17. SUPPORT RESPONSE AND RESOLUTION TIME.

17.1. **SUPPORT RESPONSE TIME.** GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

17.2. **SUPPORT RESOLUTION TIME.** The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

18. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

19. 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.

20. BACK LEVEL SUPPORT. GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

21. EXCEPTIONS. The following matters are not covered by this agreement:

21.1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;

21.2. Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

21.3. Any problem resulting from programming software other than the PROGRAM;

21.4. Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;

21.5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;

21.6. LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. GEOGRAPHIC SOLUTIONS would provide an estimate for any new work to be completed on items not covered by this Agreement for LICENSEE's approval prior to work being commenced. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

22. HOSTING SERVICES. During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time.

23. LICENSEE'S OBLIGATION

23.1 ***Cooperation.*** LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC

SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

23.2 ***Qualified Primary Contact.*** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

24. PROTECTION OF SOFTWARE

24.1 ***Proprietary Notices.*** LICENSEE 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.

24.2 ***No Reverse Engineering.*** LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

24.3 ***Ownership.*** LICENSEE acknowledgos that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

25. CONFIDENTIALITY

25.1 ***Acknowledgement.*** LICENSEE 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 GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE 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.

25.2. ***Maintenance of Confidential Information.*** Parties 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 Party's exercise of its rights under this Agreement. Parties shall not disclose confidential information to any employee or agent of Party who does not need to obtain access thereto in connection with Party's exercise of its rights under this Agreement. 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 Agreement 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.

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

26. WARRANTIES

26.1. ***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. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the PROGRAM has been misused or damaged in any respect; or (3) 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.

26.2.***Third party data.*** LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS 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 LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

26.3.***Data Loss*** LICENSEE 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. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

26.4.***Limitations.*** Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS 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, LICENSEE modification, or electromagnetic field.

26.5.***LICENSEE'S Sole Remedy for Breach of Warranty.*** GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of

warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

26.6. ***Disclaimer of Warranties.*** GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS. 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 GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

27. **LIMITATION OF LIABILITY.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE, AND SHALL NOT APPLY TO INSURANCE, FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM

AND DOCUMENATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

28. INDEMNIFICATION

28.1.GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance, as permitted by law in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent noninfringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it noninfringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, , upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

28.2.Except for the foregoing infringement claims, to the extent permitted by law, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization

granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information by Licensee, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

29. **GOVERNMENT CONTRACTS.** If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

30. **POST TERMINATION RIGHTS.** Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.

31. **SURVIVAL.** LICENSEE'S obligations under Section 24, 25, 26, 27, 28.2, 29 and 30 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

32. **COPIES.** LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement (see Section 24.3).

33. **FORCE MAJEURE.** Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.

34. **WAIVER.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

35. **SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

36. **ASSIGNABILITY.** The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.

37. **INTEGRATION.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

38. **LEGAL ACTION.** Should LICENSEE or GEOGRPAHIC SOLUTIONS institute legal action, whether at law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings, if ordered by the court.

39. **NOTICES.** All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

40. **TIME IS OF THE ESSENCE.** Time is of the essence.

41. **AUTHORIZATION.** The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

42. **COUNTERPARTS.** This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

Agreed and accepted;

LICENSEE

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Dated: _____

GEOGRAPHIC SOLUTIONS

By: _____
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 2/25/2016.

Geographic Solutions

EXHIBIT A

SOFTWARE AND SERVICE ITEMS AND FEES

Proposed Software Modules	Description	One Time Implementation Fee	Annual License Fee
MANAGE PROVIDERS: 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.	Annual software license, including initial set-up and configuration, priority software support, maintenance and hosting.	*$0.00*	$29,900.00
SERVICES FOR PROVIDERS: 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. ***Requires: Manage Providers***			

Geographic Solutions

EXHIBIT B

PAYMENT PLAN

The following is the payment plan for this project:

Deliverable	Amount
Software License will be due upon Delivery.	$29,900.00

Geographic Solutions

EXHIBIT C

HOSTING CONFIGURATION

The following is the proposed hosting configuration for this project:

Hardware

Item	Description
Application server	2 Dell PowerEdge 1850 Web Servers in a web-farm environment. Dual Intel Xeon processors, 2 gig RAM
Database server	2 Dell PowerEdge 6650 SQL Servers in a active passive Windows Cluster environment. Quad Intel Xeon processors, 32 gig RAM, , Q-Logic HBAs for fiber connection to storage system.
Reports Server	2 Dell PowerEdge 6650 Dual Intel Xeon 2.8Ghz processors, 32 gigs of RAM, 36 gig RAID 5 HD, plus attachment to the SAN 500 gig data storage
Testing Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Training Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Backup Server	1 Dell PowerEdge 1650 Intel Pentium III processor. Computer Associates Brightstore Archserve backup software.
Switching	2 McDataSphereon 4700Fiber switch. 2 gbs, 32 port. Connects hosts and storage system.
Storage System	1 Dell/EMC CX500 Storage system. Seventy Five (75) 76 gig 1500 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.
Tape Drive	Tape Drive Array. Connects to Backup server via SCSI cable. Has 2 LTO tape drives and slots for 15+ 80 gig backup tapes.
Uninterrupted Power Supply	APC Symmetra LX 1600 Battery Backup. 16KVA battery backup solution. Generac Generator. 100 KW. Automatically powers building if utility power goes offline.

Server Software

Item	Description
Operating System	Microsoft Windows.
Database	Microsoft SQL Server 2005/2008.
Web Service	Microsoft Internet Information Server Version 6.

Hosting Services

Hardware

Item	Description
VMware	Dell M620 blade servers comprise the VMWare farm that hosts the virtual web servers. ESXi host servers are configured with dual Intel Xeon E5-2660 V2 10 core processors, 786GB RAM. VMWare vROM is used for the virtualization platform.
Application server	Virtual web server instances with Microsoft Windows Server 2008/2012 R2, Standard x64, 4 vCores, 8GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Database server	Dell PowerEdge R910 server for production MS SQL Servers in an active / passive Windows Cluster environment. Quad Intel Xeon E7-4870 10 core processors, 256 GB – 1TB RAM, Microsoft Windows Server 2012 x64, Enterprise Edition, Latest Service Packs and Updates. SQL 2008/2012, Q-Logic HBAs for fiber connection to storage system. A separate reports server segregates heavy reports operations from normal real-time user activity.
Reports Server	1 virtual server with Microsoft Windows Server 2008/2012 R2, Standard x64, 8 vCores, 32GB RAM, Latest Service Packs and Updates.
Testing Server	2 virtual web server instances with Microsoft Windows Server 2008/2012 R2, Standard x64, 4 vCores, 16GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Training Server	2 virtual web server instances with Microsoft Windows Server

	2008/2012 R2, Standard x64, 4 vCores, 12GB RAM, Latest Service Packs and Updates. These servers are hosted on redundant physical host servers and load balanced in a Web farm using redundant Radware Application Director 504/OSD1 high availability appliances.
Backup Server	Dell PowerEdge R610 Backup Server. Dual Intel Xeon Core4 Quad processors. CommVault Simpana 9 backup software.
Switching	Cisco MDS -9148 48 port fiber switch. 8 Gbps ports with extended broadcast zoning for database host connections to the Storage Area Network (SAN).
Storage System	Pure Storage Flash Array SAN system that utilizes solid state disks for primary database storage on SQL hosts. EMC VNX5700 SAN system with Redundant Array of Independent Disks (RAID). 300GB 15,000 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.
Tape Drive	Powervault TL-4000 Tape Drive Array. Connects to backup server via SCSI cable. Has 2 LTO-5 tape drives and slots for 48 800Gb backup tapes.
Uninterrupted Power Supply	N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost.

Server Software

Item	Description
Operating System	Microsoft Windows 2008/2012
Database	Microsoft SQL Server 2008/2012.
Web Service	Microsoft Internet Information Server Version 7/7.5.

Hosting Services

Item	Description
Access	High-speed access to the Internet for hosting the Program.
Service	Geographic Solutions 100 MB service provides a load-shared connection with shadow service via separate sonet rings.

Item	Description
Availability	The System will be available to users on a 24/7/365 basis. Occasional downtime for maintenance will be scheduled after normal business hours. Licensee will be notified in advance of any downtime that may be scheduled.
Remote Hosting Facility	Guaranteed roll over to our backup hosting facility in case of disaster.
System Monitoring	24x7 system monitoring
Disk Space	1 TB disk space allocated for the production database
Full Power backup	N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost.
Database	SQL Server with unlimited number of users via Internet.
Service Agreement	Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance.
Uninterrupted Power Supply	N+2 Generators sized to handle the entire data center load. Automatically power the building and the data center if primary power sources go offline.
Tape Backup	All the customer data hosted at the Geographic Solutions facility is backed up to digital tape. These tapes are stored in a secure fireproof facility.
Full Redundancy	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.

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	03/08/17
BUSINESS UNIT	BUYER
23200474	NANCY STORANT (AS)

VENDOR NUMBER: 506943

VENDOR ADDRESS:

GEOGRAPHIC SOLUTIONS INC
1001 OMAHA CIR
PALM HARBOR FL 34683-4036

CONTRACT NUMBER
14466 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MARCH 16, 2017 THROUGH MARCH 15, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5182 OF

Contract to supply and deliver Eligible Train Provider List software Modules to the State of Nebraska as per the attached specifications for the contract period March 16, 2017 through March 15, 2018. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tim Duffy
Phone (Office): 727-786-7955
Phone (Cellular): 727-515-3588
Fax: 727-786-5871
E-Mail: TDuffy@geosolinc.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED (ss 3/8/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES TO INCLUDE: INITIAL SET-UP AND CONFIGURATION PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING MODULE MUST INTEGRATE WITH STATE OF NEBRASKA NEWORKS SYSTEM	2.0000	YR	29,900.0000
2	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR ONE TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	2.0000	YR	29,900.0000

3/8/17 DK
BUYER
3/10/17
MATERIEL ADMINISTRATOR

R4350|NISC0001|NISC0001 20150001

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	03/08/17
BUSINESS UNIT	BUYER
23200474	NANCY STORANT (AS)

VENDOR NUMBER: 506943

CONTRACT NUMBER
14466 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR TWO TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	2.0000	EA	29,900.0000
4	ANNUAL SOFTWARE LICENSE FOR MANAGE PROVIDERS AND SERVICES FOR PROVIDERS SOFTWARE MODULES FOR OPTIONAL RENEWAL YEAR THREE TO INCLUDE: PRIORITY SOFTWARE SUPPORT MAINTENANCE AND HOSTING	2.0000	EA	29,900.0000

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 3	03/30/10
BUSINESS UNIT	BUYER
23205009	MARY LANNING

VENDOR NUMBER: 506943

VENDOR ADDRESS:

GEOGRAPHIC SOLUTIONS
1001 OMAHA CIR
PALM HARBOR FLORIDA 34683-4036

CONTRACT NUMBER
42840 O4

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2010 THROUGH APRIL 30, 2014

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3071 Z1

Contract to provide, furnish, install, configure and support a Workforce Case Management and Reporting System (WCMRS) to the State of Nebraska, Department of Labor, for a period effective April 1, 2010 through April 30, 2014 with the option to renew for two (2) additional three (3) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Paul F. Toomey, President
Phone: 727-786-7955
Fax: 727-786-5871

BUYER

MATERIEL ADMINISTRATOR

ATTACHMENT #4

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 3	03/30/10
BUSINESS UNIT	BUYER
23205009	MARY LANNING

VENDOR NUMBER: 506943

CONTRACT NUMBER
42840 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	TRAINING APRIL 20, 2010	3,000.0000	$	1.0000	3,000.00
2	GO LIVE MAY 1, 2010	62,750.0000	$	1.0000	62,750.00

Phase I (Lines 1-2) - Common components required for Workforce Information Datatbase:

Software and Software Installation April 1, 2010

User Acceptance Testing April 15, 2010 - May 1, 2010

Phase II (Lines 3-9) - Common and unique components required for Wagner-Peyser, Re-employment Services, Veterans, Workforce Investment Act Title B1, and Trade Adjustment Act.

3	BASE SYSTEM DESIGN AND SPECIFICATION; MAY 30, 2010	100,000.0000	$	1.0000	100,000.00
4	INITIAL SOFTWARE, CUSTOMIZATION & INSTALLATION JUNE 25, 2010	200,000.0000	$	1.0000	200,000.00
5	FINAL SOFTWARE CUSTOMIZATION & INSTALLATION; AUGUST 23, 2010	261,158.0000	$	1.0000	261,158.00
6	DATA CONVERSION & ACCEPTANCE JULY 30, 2010	75,500.0000	$	1.0000	75,500.00
7	REPORT BENCHMARK SEPTEMBER 3, 2010	561,158.0000	$	1.0000	561,158.00
8	TRAINING SEPTEMBER 3-SEPTEMBER 17,2010	48,500.0000	$	1.0000	48,500.00
9	GO LIVE OCTOBER 1, 2010	561,158.0000	$	1.0000	561,158.00
10	SOFTWARE MAINTENANCE AGREEMENT PHASE I MAY 1, 2010 - SEPTEMBER 30, 2010	6,500.0000	$	1.0000	6,500.00

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
3 of 3	03/30/10
BUSINESS UNIT	BUYER
23205009	MARY LANNING

VENDOR NUMBER: 506943

CONTRACT NUMBER
42840 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
11	ANNUAL MAINTENANCE AGREEMENT PHASE I & II OCTOBER 1, 2010 - SEPTEMBER 30, 2011	299,282.0000	$	1.0000	299,282.00
12	MAINTENANCE AGREEMENT MAY 1, 2010-APRIL 30, 2011	224,988.0000	$	1.0000	224,988.00
13	MAINTENANCE AGREEMENT MAY 1, 2011-APRIL 30, 2012	224,988.0000	$	1.0000	224,988.00
14	MAINTENANCE AGREEMENT MAY 1, 2012-APRIL 30, 2013	224,988.0000	$	1.0000	224,988.00
15	MAINTENANCE AGREEMENT MAY 1, 2013-APRIL 30, 2014	224,988.0000	$	1.0000	224,988.00
	Total Order				**3,078,958.00**

BUYER INITIALS

Geographic Solutions

Virtual OneStop® Maintenance Agreement

TERMS AND CONDITIONS

This Agreement is made between Nebraska Department of Labor of 550 South 16th Street, Lincoln, NE 68508, referred to as CUSTOMER, and Geographic Solutions, Inc. of 1001 Omaha Circle, Palm Harbor, Florida 34683, referred to as GEOGRAPHIC SOLUTIONS.

The CUSTOMER and GEOGRAPHIC SOLUTIONS, intending to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS.
In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

1.1 CUSTOMER is the single end-user organization signing this Agreement and authorized to use the PROGRAM.

1.2 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by CUSTOMER under separate agreement with GEOGRAPHIC SOLUTIONS.

1.3 ENHANCEMENTS shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to CORE CODE and related DOCUMENTATION, including all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.3.1 BASIC ENHANCEMENTS mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS. Basic enhancements include any changes or additions that are required due to changes in existing federal law and regulations that affect the PROGRAM.

1.3.2 MAJOR ENHANCEMENTS means changes or additions to PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to any of GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.4 ERROR is a statement or omission in the PROGRAM that causes or results in an incorrect function and that results in a failure to comply in any material respect with the applicable specifications.

1.5 ERROR CORRECTION is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM into material conformity with its specifications, or a procedure or routine that, when observed in the regular operation of the PROGRAM, avoids the practical adverse effect of such nonconformity.

1.6 MAINTENANCE MODIFICATIONS are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORs, support new releases of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.7 QUALIFIED PRIMARY CONTACT shall have the meaning set forth in paragraph 16.2.

1.8 PROGRAM is the computer software composed of the GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS.

1.9 REGULAR BUSINESS HOURS are between 8.00 a.m. and 5.00 p.m. Central Time, Monday through Friday, excluding regularly scheduled national holidays.

1.10 RELEASE is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS and/or ERROR CORRECTIONS and/or ENHANCEMENTS.

1.11 STANDARD REPORTING PROCEDURE is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via online at https://extranet.geosolinc.com/, fax at 727-786-5871, or E-mail to techspt@geosolinc.com.

1.12 MAINTENANCE FEES. As consideration for the Maintenance Services provided herein, CUSTOMER agrees to pay the fees for the PROGRAM as set forth in EXHIBIT A.

2. EFFECTIVE DATE.

This Agreement shall become effective 12:01 A.M. March 30, 2010, or upon execution by CUSTOMER and GEOGRAPHIC SOLUTIONS, whichever is later.

3. TERM OF AGREEMENT.

The Agreement shall continue for an initial period of four (4) years and may be renewed, at the discretion of CUSTOMER, for two (2) additional three (3) year periods from the PROGRAM ACTIVATION DATE, (each such period herein referred to as the "Extended Term") upon the condition that this Agreement is in full force and effect and there is no default in the performance of any condition hereof at the time of the commencement of the Extended Term. The CUSTOMER, in its sole discretion, may terminate the Agreement for any reason upon 30 days written notice to GEOGRAPHIC SOLUTIONS. Prior to the date of termination the receipt of written notice of termination shall not relieve GEOGRAPHIC SOLUTIONS of warranty or other service obligations incurred under the terms of this Agreement. In the event of cancellation GEOGRAPHIC SOLUTIONS shall be entitled to payment, determined on a pro rata basis, for products or services performed in accordance with the terms of this Agreement.

4. SCOPE OF SERVICES.

During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

4.1 TELEPHONE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide CUSTOMER priority telephone support during REGULAR BUSINESS HOURS that permits CUSTOMER to report problems and seek assistance in use of the PROGRAM.

4.2 FAX SUPPORT. GEOGRAPHIC SOLUTIONS shall provide CUSTOMER priority fax support during REGULAR BUSINESS HOURS that permits CUSTOMER to report problems and seek assistance in use of the PROGRAM.

4.3 E-MAIL SUPPORT. GEOGRAPHIC SOLUTIONS shall provide CUSTOMER priority E-mail support during REGULAR BUSINESS HOURS that permits CUSTOMER to report problems and seek assistance in use of the PROGRAM.

4.4 ONLINE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority online support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication website.

4.5 ERROR CORRECTION. GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct 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.

4.6 NEW RELEASES. GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to CUSTOMERS who have Maintenance Agreements in effect. GEOGRAPHIC SOLUTIONS shall provide CUSTOMER with one (1) copy of each new RELEASE for each copy of the PROGRAM covered by a Maintenance Agreement, without additional charge. GEOGRAPHIC SOLUTIONS shall provide reasonable assistance to help CUSTOMER install and operate each new RELEASE. RELEASES are cumulative, therefore CUSTOMER is required to install each new RELEASE as it becomes available.

4.7 DIGITAL MAP CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

4.8 CODE CHANGES RESULTING FROM PROGRAMDATABASE STRUCTURE CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform basic modifications to the PROGRAM to incorporate changes that result from revisions to tables in the PROGRAMDATABASE structure on which the PROGRAM operates. PROGRAMDATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS will designate modifications resulting from PROGRAMDATABASE changes as basic or major, depending on its assessment of the development that is required. All changes or additions that are required due to changes in existing federal law and regulations that affect the PROGRAM. are considered basic enhancements.

5. RESPONSE AND RESOLUTION TIME.

5.1 SUPPORT RESPONSE TIME. GEOGRAPHIC SOLUTIONS will take action on any support issue raised by CUSTOMER within forty-eight (48) hours. This period does not include weekends and National holidays. A response will normally occur in significantly less than forty-eight (48) hours.

5.2 SUPPORT RESOLUTION TIME. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by CUSTOMER will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer and Geographical Solutions will provide CUSTOMER with an estimated resolution time.

6. MAJOR ENHANCEMENTS.

GEOGRAPHIC SOLUTIONS may, from time to time, make available additional modules beyond the scope of GEOGRAPHIC SOLUTIONS Virtual OneStop® Program Modules listed in EXHIBIT A to CUSTOMER for an additional charge.

7. ADDITIONAL ENHANCEMENTS.

GEOGRAPHIC SOLUTIONS will consider, evaluate, and make a priority where possible, the development of additional ENHANCEMENTS for CUSTOMER's specific use and will respond to CUSTOMER's requests for additional services pertaining to the PROGRAM (e.g., new data conversion routines).

8. BACK LEVEL SUPPORT.

If CUSTOMER fails to install any RELEASE, GEOGRAPHIC SOLUTIONS will provide support and maintain back level versions of the PROGRAM for a period not to exceed 180 days.

9. EXCEPTIONS.

The following matters are not covered by this agreement:

1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;

2. Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

3. Any problem resulting from programming software other than the PROGRAM;

4. Any problem caused by, or issues associated with, third-party software utilities, operating systems and database software that may be utilized by a PROGRAM. This includes but is not limited to Microsoft® Internet Information Server, Microsoft® SQL Server, WinZip, Corda Popchart/Highwire Enterprise, and Microsoft® Silverlight.

5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS; or

6. Errors in any version of the PROGRAM other than the most recent RELEASE, provided that GEOGRAPHIC SOLUTIONS will continue to support superseded RELEASES for a reasonable period, not to exceed one hundred eighty (180) days, sufficient for CUSTOMER to implement the newest RELEASE.

CUSTOMER will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. Such normal charges and expenses shall be pre-authorized in writing by CUSTOMER and GEOGRAPHIC SOLUTIONS shall provide an itemized statement of charges and expenses. In addition, CUSTOMER is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

10. USE AND RESTRICTIONS.

GEOGRAPHIC SOLUTIONS shall have sole and exclusive ownership of all right, title, and interest in the PROGRAM listed in EXHIBIT A. This includes ownership of all copyrights and other intellectual property rights pertaining thereto. These ownership rights extend to any ERROR CORRECTIONS, ENHANCEMENTS, or RELEASES associated with the PROGRAM. CUSTOMER's rights and obligations concerning the use of any software provided by GEOGRAPHIC SOLUTIONS and any associated ERROR CORRECTIONS, ENHANCEMENTS, or RELEASES (or any other programming provided by GEOGRAPHIC SOLUTIONS, regardless of its form or purpose) shall be governed by the terms of the original software development agreement executed by CUSTOMER and GEOGRAPHIC SOLUTIONS.

11. LIMITED WARRANTY; LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES.

It is understood by the parties that in the States opinion this paragraph is unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and the State may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this paragraph. Except for personal injury or death, GEOGRAPHIC SOLUTIONS total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed five times the price of the software or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES THEY AGREE THAT GEOGRAPHIC SOLUTIONS WILL NOT BE LIABLE FOR ANY COMERCIAL LOSS; INCONCENIENCE; LOSS OF USE, TIME. DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding and contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

12. FEES AND EXPENSES.

The initial fee for each PROGRAM is set forth in EXHIBIT A. The fee is due and payable at the beginning of the initial term and each renewal term of services hereunder. Payment will be made

by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). CUSTOMER may require GEOGRAPHIC SOLUTIONS to accept payment by electronic means such as ACH deposit. In no event shall CUSTOMER be responsible or liable to pay for any services provided by GEOGRAPHIC SOLUTIONS prior to the Effective Date, and GEOGRAPHIC SOLUTIONS hereby waives any claim or cause of action for any such services.

13. DEFAULT.

Should CUSTOMER fail to pay any fees or charges due hereunder, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives CUSTOMER fifteen (15) days prior written notice in order to permit CUSTOMER to cure the default. Should CUSTOMER fail to carry out any other obligation under this Agreement with GEOGRAPHIC SOLUTIONS, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives CUSTOMER thirty (30) days prior written notice in order to permit CUSTOMER to cure the default. In addition, Maintenance Agreement coverage will terminate with respect to any copy of a PROGRAM that is no longer current as a result of replacement of such copies with a new RELEASE.

This Agreement shall terminate and services will be suspended immediately upon the modification of the PROGRAM by CUSTOMER, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

14. TERMINATION.

Should CUSTOMER fail to pay any fees or charges due hereunder, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives CUSTOMER fifteen (15) days prior written notice in order to permit CUSTOMER to cure the default. Should CUSTOMER fail to carry out any other obligation under this Agreement with GEOGRAPHIC SOLUTIONS, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives CUSTOMER thirty (30) days prior written notice in order to permit CUSTOMER to cure the default.

15. CUSTOMER RESPONSIBILITIES

15.1 COOPERATION OF CUSTOMER. CUSTOMER agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, CUSTOMER agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

15.2 QUALIFIED PRIMARY CONTACT. CUSTOMER agrees to designate one experienced, trained user as a QUALIFIED PRIMARY CONTACT for all technical support communications with GEOGRAPHIC SOLUTIONS. All updates and shipments will be sent to the QUALIFIED PRIMARY CONTACT for distribution. The QUALIFIED PRIMARY CONTACT is required to obtain the Geographic Solutions Software Administrator Training Certification. GEOGRAPHIC SOLUTIONS agrees to copy all technical support communication to a designated business support contact indentified by the CUSTOMER.

16. PROPRIETARY PROTECTION AND RESTRICTIONS.

16.1 LIMITED RIGHT OF USE. GEOGRAPHIC SOLUTIONS shall have sole and exclusive ownership of all right, title, and interest in and to the PROGRAM and all ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to CUSTOMER herein by GEOGRAPHIC SOLUTIONS. This Agreement does not provide CUSTOMER with title or ownership of the PROGRAM, but only Maintenance of the PROGRAM for the period defined in Section 3. CUSTOMER must keep the PROGRAM free and clear of all claims, liens, and encumbrances.

16.2 RESERVATION OF RIGHTS; ACKNOWLEDGMENTS. CUSTOMER acknowledges that the PROGRAM that is being subscribed to by CUSTOMER hereunder constitutes a commercially valuable, proprietary product of GEOGRAPHIC SOLUTIONS, the design and development of which reflects the effort of skilled experts and the investment of considerable time and money. CUSTOMER acknowledges that the PROGRAM contains substantial trade secrets of GEOGRAPHIC SOLUTIONS, which GEOGRAPHIC SOLUTIONS shall entrust to CUSTOMER in confidence to use only as expressly authorized by this Agreement. CUSTOMER further acknowledges that GEOGRAPHIC SOLUTIONS claims and reserves all rights and benefits afforded under federal copyright law in the PROGRAM. Any distribution, copying, or modification of the PROGRAM not expressly authorized by this Agreement is strictly prohibited.

CUSTOMER may not use, copy, modify, or distribute the PROGRAM (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by GEOGRAPHIC SOLUTIONS. CUSTOMER may not reverse assemble, reverse compile, or otherwise translate the PROGRAM. CUSTOMER's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Agreement in its entirety to (1) a successor in interest of CUSTOMER's entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to GEOGRAPHIC SOLUTIONS, and who first enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs,or (3) another agency, division, or department of the State of Nebraska.

16.3 CONFIDENTIALITY OBLIGATIONS. In addition to the limitations on

CUSTOMER'S rights set forth hereof, CUSTOMER shall not, at any time, disclose or disseminate the trade secrets embodied in the PROGRAM to any other person, firm, or organization or to any employee or agent of CUSTOMER who does not need to obtain access thereto in connection with CUSTOMER's exercise of its rights under this Agreement. Under no circumstances may CUSTOMER disclose or disseminate such trade secrets to any competitor of GEOGRAPHIC SOLUTIONS. SUBSCRIBER shall devote its best efforts to ensure that all persons afforded access to the PROGRAM protects GEOGRAPHIC SOLUTIONS' trade secrets against unauthorized use, dissemination, or disclosure.

16.4 INFRINGEMENT. If a third party claims that the PROGRAM infringes its patent, copyright, or trade secret, or any similar intellectual property right, GEOGRAPHIC SOLUTIONS will defend CUSTOMER against that claim at GEOGRAPHIC SOLUTIONS' expense and pay all damages that a court awards, provided that CUSTOMER promptly notifies GEOGRAPHIC SOLUTIONS in writing of the claim, and allows GEOGRAPHIC SOLUTIONS to control and cooperate with CUSTOMER in the defense of such claim or any related settlement negotiations. If such a claim is made or appears possible, CUSTOMER agrees to permit GEOGRAPHIC SOLUTIONS to enable CUSTOMER to continue to use the PROGRAM, or to modify or replace it. If GEOGRAPHIC SOLUTIONS determines that none of these alternatives is reasonably available, in its sole and absolute discretion, CUSTOMER agrees to immediately return the PROGRAM on GEOGRAPHIC SOLUTIONS' written request and discontinue use thereof, and CUSTOMER will then receive a credit equal to the net book value for the PROGRAM determined in accordance with generally accepted accounting principles. However, GEOGRAPHIC SOLUTIONS has no obligation for any claim based on modification by CUSTOMER of the PROGRAM or its combination, operation, or use with any product, data, or apparatus not specified or provided by GEOGRAPHIC SOLUTIONS, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by GEOGRAPHIC SOLUTIONS.

16.5 SURVIVAL OF OBLIGATIONS. CUSTOMER'S obligations under this Section shall survive termination of this Agreement.

17. FORCE MAJEURE.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. CUSTOMER may grant relief from performance of the Agreement if the GEOGRAPHIC SOLUTIONS is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon GEOGRAPHIC SOLUTIONS. To obtain release based on a Force Majeure Event, GEOGRAPHIC SOLUTIONS shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be

considered a Force Majeure Event and will not suspend performance requirements under the Agreement.

18. ASSIGNMENT.

18.1 ASSIGNMENT BY CUSTOMER

CUSTOMER shall have the right to assign or transfer the Agreement or any of its interests herein to any agency, division or department of the State of Nebraska. There shall be no charge to CUSTOMER for any assignment hereunder.

18.2 ASSIGNMENT BY GEOGRAPHIC SOLUTIONS

GEOGRAPHIC SOLUTIONS may not assign, voluntarily or involuntarily, the Agreement or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the CUSTOMER, which will not be unreasonably withheld.

19. SEVERABILITY.

If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20. NOTICES.

All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by email, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

21. PUBLICITY.

GEOGRAPHIC SOLUTIONS agrees not to state that the company or its services are endorsed or preferred by the CUSTOMER. News releases pertaining to the project shall not be issued without prior written approval from the CUSTOMER.

CUSTOMER agrees that no advertising will be placed on any Internet web site created using the PROGRAM without the expressed written approval of GEOGRAPHIC SOLUTIONS. CUSTOMER agrees that the copyright of GEOGRAPHIC SOLUTIONS PROGRAM will be acknowledged on the home page of the PROGRAM.

22. MODIFICATIONS AND WAIVERS.

This Agreement may not be modified or amended except by a writing signed by both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by the party waiving its rights. The non-enforcement or waiver of any provision on one

(1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no action or course of conduct or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

23. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. It may not be changed orally, but only by a writing signed by both parties.

24. BINDING EFFECT/CHOICE OF LAW.

This Agreement shall bind the parties hereto, their personal representatives, successors and assigns.

25. TIME IS OF THE ESSENCE.

Time is of the essence hereof.

CUSTOMER

By: _____
Signature of Authorized Representative

Name: Steve Sulek

Title: Administrator - AS Materiel

Dated: 3/31/2010

GEOGRAPHIC SOLUTIONS

By: _____
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 03/29/2010

EXHIBIT A

SOFTWARE ITEMS

The following is a list of the Virtual OneStop® modules included with this Maintenance Agreement and the cost of maintenance and support of the Virtual OneStop® System;

Module Description	Included
CORE SERVICES FOR INDIVIDUALS MODULE: **My Home Page, Career Services** (career tips, career explorer-match your skills-job skills, career explorer-match your skills-personal skills, career informer, job market explorer) **Job Seeker Services** (Job search, job market trends, employers), **Education Services** (training providers and schools, training and educational programs, educational program completers), **Labor Market Services** (labor market facts, area profile, industry profile, occupation profile), **Individual Registration, My OneStop Profile** (personal profile, search history profile, assessment profile-job and personal skills), **Quick Menu** (Job Search), **Assistance Center.**	Yes
ADDITIONAL SERVICES FOR INDIVIDUALS MODULE: **Financial Services** (overall budget planning, training budget planning, transition budget planning), **Education Services** (financial aid for training), **Community Services** (eligibility requirements, programs and services), **Unemployment Services** (eligibility, filing, unemployment benefits) **Veteran Services** (list of available services), **Youth and Senior Services** (list of available services), **Staff Provided Services** (description of available services). *Requires Core Services for Individuals Module.*	Yes
LABOR EXCHANGE FOR INDIVIDUALS MODULE: **Job Seeker Services** (10 Steps to find a job, resumé builder, background wizard, letter builder, virtual recruiter-for individuals), **My OneStop Profile** (employment pl an), **Message Center** (appointments , messages)., **Quick Menu** (Resumé Builder, My Background). *Requires Core Services for Individuals Module.*	Yes
CORE ASSESSMENT MODULE: **Career Services** (career explorer-interest analyzer, career explorer- work importance analyzer, display of individual work values and interests for an occupation). **My OneStop Profile** (assessment profile- interests, work importance). *Requires Core Services for Individuals Module.*	Yes
CORE SERVICES FOR EMPLOYERS MODULE: **Recruitment Services** (candidate search-external search, job market trends) **Education Services** (training providers and schools, training an educational programs, educational program completers), **Labor Market Services** (labor market facts, area profile, industry profile, occupation profile), **Assistance Center, Employer Registration, My Company Profile** (corporate profile, search history profile)	Yes
ADDITIONAL SERVICES FOR EMPLOYERS MODULE: **Human Resource Info and EEO Information** (list of available services), **Labor Relations** (list of available services), **Government Resources** (list of available services), **Wellness and Economics** (list of available services), **Employer Incentives** (list of available services), **Staff Provided Services** (description of available services). *Requires Core Services for Employers Module.*	Yes

Module Description	Included
LABOR EXCHANGE FOR EMPLOYERS MODULE: Recruitment Services (post a job, candidate search-quick and advanced search for resumés, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter-for individuals). **Company Profile** (recruitment plan profile) **Quick Menu** (post a job, candidate search). *Requires Core Services for Employers Module.*	Yes
WORKKEYS MODULE: Assessment Plan (input of individual WorkKeys® scores), **Career Services** (career explorer-Workplace skills, selection of appropriate occupations from scores), **Recruitment Services** (optional incorporation of WorkKeys® scores in labor exchange). **My OneStop Profile** (assessment profile- workplace skills). *Requires Core Services for Individuals, Core Case Management Module and Core Assessment Module.*	No
CONSUMER REPORTS MODULE: Education Services (display performance information for eligible programs, comparison of performance between programs and providers), Web Based Input of Eligible Training Providers and Programs, Staff Management of Eligible Programs and Providers.	No
CORE SERVICES FOR STAFF MANAGING INDIVIDUALS MODULE: Manage Individuals (create an individual account, assist an individual), **Individuals My OneStop Profile** (personal profile, search history profile), **View Reports** (registered Individuals, feedback surveys).	Yes
CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULE: Manage Employers (create an employer account, assist an employer, employer system access rights), **Employers My Company Profile** (corporate profile, search history profile), **View Reports** (registered employers, feedback surveys).	Yes
LABOR EXCHANGE FOR STAFF MODULE: Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. **Manage Resumés** (Advanced Search, Advanced Search by Job Order), **Manage Job Orders** (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results), **Manage Labor Exchange** (create/modify job skill sets, automated referral notification and follow up), **View Reports** (resumés, enrolled individuals, job orders). *Requires Core Services for Staff Module.*	Yes
SERVICE TRACKING MODULE: Manual and Automated Tracking of Services, **Managing Individuals** (scheduled services, manage individual services) , **Case Management Profile** (Activities-Service Plan), **View Reports** (Activities, Services Provided Employers, Services Provided Individuals). *Requires Core Services for Staff Module.*	Yes
CORE CASE MANAGEMENT MODULE: Case Management Profile (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. **View Reports** (case load reports, predictive reports, Federal Reports). *Requires Core Services for Staff Module and Service Tracking Module .*	Yes
WIA CASE MANGEMENT MODULE: Case Management Program (WIA Application, WIA participation record, WIA enrollment activities, Case Closure, WIA outcomes (exit), WIA follow-ups, Youth goals and /or Youth Numeracy Literacy tracking); Reports (predictive reports, soft exit reports, Federal Reports-9090,9091, WIA data validation file). *Requires Core Case Management Module.*	Yes
WAGNER PEYSER CASE MANAGEMENT MODULE: Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management, View Reports (enrolled individuals, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file). *Requires Core Case Management Module.*	Yes

Module Description	Included
GENERIC PROGRAM APPLICATION MODULE: "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Exit) with integration into IFT to assist in managing funds. *Requires Core Case Management Module.*	No
TRADE ADJUSTMENT ASSISTANCE CASE MANAGEMENT MODULE: "TAA" set of applications (Eligibility Application, Participation Application, Enrollment Activities, Case Closure, Exit, Follow-up, Federal Performance Reports, TAPR File) with integration into IFT to assist managing funds. *Requires Core Case Management Module.*	Yes
SCANNED DOCUMENTS MODULE: Capture and online review of scanned verification documentation. Supports Common Intake, Wagner Peyser, WIA, Generic Program, Trade Adjustment Assistance, Summer Youth Program, and Welfare Transition Modules. ***Requires Core Case Management Module.*** ***Scanning Hardware Not Included*	No
STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. ***Requires Core Case Management Module***	Yes
ADVANCED FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. Ability to create and manage and track funds and establish provider contracts. *Requires Core Case Management Module.*	No
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***	No
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.	No
SUMMER YOUTH PROGRAM MODULE: "Summer Youth Program" set of applications (Eligibility Application, Individual and Mass Enrollment Activities, Exit, Reporting System) with integration into IFT to assist in managing funds. *Requires Core Case Management Module.*	No
TRAINING APPLICATION MODULE: Allows individuals to complete training requirements, at which time staff confirms WIA eligibility. *Requires Core Case Management, Core Services for Individuals, and WIA Case Management Modules*	No
WELFARE TRANSITION PROGRAM MODULE: Application, Objective Assessment Summary, Individual Employment Plan, calculation of required hours per week by number of work eligible people in the household and age of youngest child. Enrollment into countable work activity. Ability to record participation hours in a timesheet. ***Requires Core Case Management Module***	No
SCAN CARD MODULE: Automated tracking of services and events using scan card readers. Addition of scan card id to registration. *Requires Service Tracking Module.*	No

Module Description	Included
ATTENDANCE TRACKING MODULE: Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at One-Stop events.	No
ADMINISTRATION SYSTEM: Email Addresses, System Defaults, LMI Data Control, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Employer Services.	Yes
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.	Yes
LABOR MARKET ANALYSIS MODULE: Analyst Registration Module, Demographics (US census commuting -patterns, US census labor force, income, population), **Education** (training providers and schools, training and education programs), **Employers** (employer search, mass layoffs), **Income and Wages** (income, quarterly census of employment and wage, occupational wage), **Industry** (quarterly census of employment and wages, current employment statistics (CES), staffing patterns, industry employment & projections) , **Labor Force** (US census commuting patterns, labor force, employment & unemployment), **Occupation** (occupational employment by Industry, occupational employment & projections, occupational wages, licensed occupations), **Economic Indicators** (consumer price index, building permits, government transfer payments), **Demographics** (US census commuting patterns, US census labor force, income, population data.)	Yes
LMI DATA LOADER: A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.	Yes
LOCAL LABOR MARKET SURVEY: Telephone survey of local employers to determine hiring practices. Data results are displayed in the **Occupation Profile**.	No
WEB INTERFACE for users with average speed internet/intranet access.	Yes
TEXT INTERFACE for users who want maximum performance.	Yes
SPANISH LANGUAGE INTERFACE: Spanish Version of Services for Individuals and Employers.	No
VISUALLY IMPAIRED INTERFACE: Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	Yes
TOUCH SCREEN INTERFACE : – A Simplified Job Search Function for Touch Screen Kiosks (jobseeker will be required to visit a facility to see job details). *Requires Kiosk with Internet Access.*	No

Deliverable	Target Completion Date	Proposed Invoice Date	Invoice Amount
1. Software Maintenance Agreement: Phase I	May 1, 2010 – Sept 30, 2010	May 1, 2010	$6,500
2. Annual Maintenance Agreement (Phase 1 & 2)	Oct 1, 2010 – Sept 30, 2011	Oct 1, 2011	$299,282
3. Four (4) Year Maintenance Agreement	May 1, 2010 – April 30, 2014	May 1 annually	Four year total $899,952

Appendix D: Licensing Agreement

Geographic Solutions
Virtual OneStop® License Agreement

TERMS AND CONDITIONS

This Agreement is made between the Nebraska Department of Labor of 550 South 16th Street, Lincoln, NE 68508, referred to as LICENSEE and Geographic Solutions, Inc of 1001 Omaha Circle, Palm Harbor, Florida 34683, referred to as GEOGRAPHIC SOLUTIONS.

The LICENSEE and GEOGRAPHIC SOLUTIONS, intending to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS.
In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

1.1 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 indicating in writing that the PROGRAM module has been accepted or;

b) The PROGRAM module has been installed and has been operating on a HOST SERVER without a reported and reproducible ERROR for a period of 15 calendar days or;

c) Within 15 calendar days of receiving an acceptance certificate LICENSEE does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection.

1.2 DELIVERY. A PROGRAM module will be considered to be DELIVERED to LICENSEE when it has been received at the LICENSEE'S headquarters in a machine-readable format.

1.3 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate License with GEOGRAPHIC SOLUTIONS.

1.4 ENHANCEMENTS shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to the PROGRAM and related DOCUMENTATION, including all new releases, that improve functions, add new functions, or significantly improve performance by

changes in system design or coding.

1.4.1BASIC ENHANCEMENTS mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS. Basic enhancements include any changes or additions that are required due to changes in existing federal law and regulations that affect the PROGRAM.

1.4.2 MAJOR ENHANCEMENTS means changes or additions to PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to any of GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.5 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.

1.6 ERROR CORRECTION is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM into material conformity with its specifications, or a procedure or routine that, when observed in the regular operation of the PROGRAM, avoids the practical adverse effect of such nonconformity.

1.7 HOST SERVERS are up to three specific servers owned or leased by LICENSEE on which the PROGRAM may be installed. In the event that LICENSEE fails to make a HOST SERVER available at time of DELIVERY, LICENSEE reserves the right to have GEOGRAPHIC SOLUTIONS install the PROGRAM on a server located at the offices of GEOGRAPHIC SOLUTIONS. This GEOGRAPHIC SOLUTIONS server will be available to up to ten staff of LICENSEE via the Internet. If the PROGRAM is installed on GEOGRAPHIC SOLUTIONS server, this server shall be deemed the HOST SERVER for the purposes of ACCEPTANCE of the PROGRAM, and it will not be for public access.

1.8 MAINTENANCE MODIFICATIONS are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new releases of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.9 PROGRAM is the computer software composed of the GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS.

1.10 PROGRAM ACTIVATION DATE is the earliest date that the PROGRAM is available to the CUSTOMER via the World Wide Web.

1.11 LICENSEE is the entity identified above and any wholly owned subsidiary thereof that

may be established for the principal purpose of operating the PROGRAM.

1.12 LICENSE FEES. As consideration for the license granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in EXHIBIT A.

1.13 QUALIFIED PRIMARY CONTACT shall have the meaning set forth in Section 14.2.

1.14 REGULAR BUSINESS HOURS are between 8.00 a.m. and 5.00 p.m. Central Time, Monday through Friday, excluding regularly scheduled national holidays.

1.15 RELEASE is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS and/or ERROR CORRECTIONS and/or ENHANCEMENTS.

1.16 SERVICE AREA is the limited region in which the PROGRAM will be used to provide one-stop services to the residents of that specific area. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the SERVICE AREA will be able to access services for the purposes of career and job search in the SERVICE AREA. The PROGRAM will only service employers that are located within the SERVICE AREA. Employers from outside the SERVICE AREA will be able to post jobs within the SERVICE AREA and within 50 miles of the border of the SERVICE AREA.

1.17 STANDARD REPORTING PROCEDURE is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.

2. EFFECTIVE DATE.

This Agreement shall become effective 12:01 A.M. March 30, 2010, or upon execution by LICENSEE and GEOGRAPHIC SOLUTIONS, whichever is later.

3. TERM OF AGREEMENT.

The Agreement shall continue for an initial period of four (4) years and may be renewed, at the discretion of LICENSEE, for two (2) additional three (3) year periods from the PROGRAM ACTIVATION DATE, (each such period herein referred to as the "Extended Term") upon the condition that this Agreement is in full force and effect and there is no default in the performance of any condition hereof at the time of the commencement of the Extended Term.

4. TERMINATION.

Should LICENSEE fail to pay any fees or charges due hereunder, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives LICENSEE fifteen (15) days prior written notice in order to permit LICENSEE to cure the default. Should LICENSEE fail to carry out any other obligation under this Agreement with GEOGRAPHIC SOLUTIONS, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend

services, provided that it first gives LICENSEE thirty (30) days prior written notice in order to permit LICENSEE to cure the default. The LICENSEE, in its sole discretion, may terminate the Agreement for any reason upon 30 days written notice to GEOGRAPHIC SOLUTIONS. Prior to the date of termination the receipt of written notice of termination shall not relieve GEOGRAPHIC SOLUTIONS of warranty or other service obligations incurred under the terms of this Agreement. In the event of cancellation GEOGRAPHIC SOLUTIONS shall be entitled to payment, determined on a pro rata basis, for products or services performed in accordance with the terms of this Agreement. Upon termination, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof.

This Agreement shall terminate and services will be suspended immediately upon the modification of the PROGRAM by CUSTOMER, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

5. LICENSE GRANT.

In consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTIONS grants to LICENSEE a nonexclusive, nontransferable, and nonassignable LICENSE to install, execute, and use the PROGRAM as identified in EXHIBIT A for the SERVICE AREA defined in Section 7, subject to the following terms and conditions.

The PROGRAM is solely owned by GEOGRAPHIC SOLUTIONS and is copyrighted. This Agreement does not sell or transfer title to the PROGRAM to LICENSEE. The license of the PROGRAM will not commence until an authorized representative of LICENSEE and of GEOGRAPHIC SOLUTIONS has executed this Agreement.

6. SCOPE OF RIGHTS.

LICENSEE may:

1. Install the PROGRAM on the HOST SERVERS.

2. Use and execute the PROGRAM on the HOST SERVERS for purposes of serving the needs of its business.

3. In support of LICENSEE'S authorized use of the PROGRAM, store the PROGRAM's machine-readable instructions or data in, transmit it through, and display it on machines associated with the specified computer including those accessing the HOST SERVERS via an internet or intranet computer; and create up to two (2) copies of the PROGRAM for nonproductive backup purposes only.

LICENSEE may install, use, and execute only one (1) copy of the PROGRAM on each of it's HOST SERVERS. LICENSEE shall not assign, sublicense, transfer, pledge, lease or rent its rights under this License Agreement. LICENSEE agrees that it will not reverse assemble, reverse compile, or otherwise translate the PROGRAM. LICENSEE agrees not to create, or grant access to anyone to create, derivative works from all or any part of the PROGRAM.

LICENSEE acknowledges and agrees that the PROGRAM is a proprietary product of GEOGRAPHIC SOLUTIONS protected under U.S. copyright and trademark law. LICENSEE further acknowledges and agrees that all right, title, and interest in and to these PROGRAMS, including associated intellectual property rights, are and shall remain solely the property of GEOGRAPHIC SOLUTIONS. This Agreement does not convey to LICENSEE an interest in or to the PROGRAM, but only a right of use revocable in accordance with the terms of this Agreement.

The PROGRAM may access a database of businesses that is leased to the State through a master agreement between the Iowa Department of Labor and InfoUSA, Inc., Omaha, Nebraska, 68127. Resale of this data is prohibited. Any use of the data, except for the intended purpose of job search, is prohibited without the express written consent of InfoUSA, Inc. The continued use of this data by LICENSEE is subject to the continuation of this Agreement.

Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

7. SERVICE AREA.

The SERVICE AREA for this Agreement is: the State of Nebraska. Employers from outside the SERVICE AREA will be able to post jobs within the SERVICE AREA and within 50 miles of the border of the SERVICE AREA

8. INSTALLATION.

GEOGRAPHIC SOLUTIONS will install the PROGRAM on a HOST SERVER. LICENSEE is responsible for obtaining computer hardware and operating systems compatible with the PROGRAM, as outlined in EXHIBIT C. Installation shall be complete when a copy of the PROGRAM has been installed on a HOST SERVER at the initial installation site and the operation of the PROGRAM on such computer system has been demonstrated to the LICENSEE'S staff.

GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

9. FEES AND PAYMENT.

LICENSEE agrees to pay the initial LICENSE FEES for the PROGRAM set forth in EXHIBIT A, according to the payment plan set forth in EXHIBIT B. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The LICENSEE may require the GEOGRAPHIC SOLUTIONS to accept payment by electronic means such as ACH deposit. In no event shall the LICENSEE be

responsible or liable to pay for any services provided by the GEOGRAPHIC SOLUTIONS prior to the Effective Date, and the GEOGRAPHIC SOLUTIONS hereby waives any claim or cause of action for any such services.

10. PROPRIETARY PROTECTION AND RESTRICTIONS.

10.1 LIMITED RIGHT OF USE. GEOGRAPHIC SOLUTIONS shall have sole and exclusive ownership of all right, title, and interest in and to the PROGRAM and all ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to LICENSEE herein by GEOGRAPHIC SOLUTIONS. This Agreement does not provide LICENSEE with title or ownership of the PROGRAM, but only a right of limited use. LICENSEE must keep the PROGRAM free and clear of all claims, liens, and encumbrances.

10.2 RESERVATION OF RIGHTS; ACKNOWLEDGMENTS. LICENSEE acknowledges that the PROGRAM provided by GEOGRAPHIC SOLUTIONS to LICENSEE hereunder constitutes a commercially valuable, proprietary product of GEOGRAPHIC SOLUTIONS, the design and development of which reflects the effort of skilled experts and the investment of considerable time and money. LICENSEE acknowledges that the PROGRAM contains substantial trade secrets of GEOGRAPHIC SOLUTIONS, which GEOGRAPHIC SOLUTIONS shall entrust to LICENSEE in confidence to use and copy only as expressly authorized by this Agreement. LICENSEE further acknowledges that GEOGRAPHIC SOLUTIONS claims and reserves all rights and benefits afforded under United States copyright law in the PROGRAM. Any distribution, copying, or modification of such materials not expressly authorized by this Agreement is strictly prohibited. This paragraph does not prohibit LICENSEE from creating a backup of the system.

LICENSEE may not use, copy, modify, or distribute the PROGRAM (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except under the terms of Section 6 or as expressly authorized in writing by GEOGRAPHIC SOLUTIONS. LICENSEE may not reverse assemble, reverse compile, or otherwise translate the PROGRAM. LICENSEE's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the PROGRAM in its entirety to (1) a successor in interest of LICENSEE's entire business who assumes the obligations of this Agreement; or (2) any other party who is reasonably acceptable to GEOGRAPHIC SOLUTIONS, and who enters into a new Agreement, and pays an administrative fee intended to cover attendant costs. Service bureau work, multiple-user license, and time-sharing arrangements, including Internet access, are permitted only as expressly authorized in writing by GEOGRAPHIC SOLUTIONS.

LICENSEE may not install the PROGRAM on any other computer system or use it at any other location without GEOGRAPHIC SOLUTIONS' express written authorization obtained in advance (which authorization will not be unreasonably withheld). LICENSEE may

transfer the LICENSED PROGRAM to another computer temporarily if a HOST SERVER is inoperable. If LICENSEE uses, copies, or modifies the PROGRAM, or if LICENSEE transfers possession of any copy, adaptation, transcription, or merged portion of the PROGRAM to any other party in any way not expressly authorized by GEOGRAPHIC SOLUTIONS, this license is automatically revoked.

LICENSEE hereby authorizes GEOGRAPHIC SOLUTIONS to enter LICENSEE's premises in order to inspect the PROGRAM in any reasonable manner during REGULAR BUSINESS HOURS to verify compliance with the terms hereof.

10.3 INJUNCTIVE RELIEF. LICENSEE acknowledges that, in the event of a breach of any of the foregoing provisions by LICENSEE, GEOGRAPHIC SOLUTIONS will not have an adequate remedy in money or damages. GEOGRAPHIC SOLUTIONS shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. GEOGRAPHIC SOLUTIONS' right to obtain injunctive relief shall not limit its right to seek further remedies.

10.4 CONFIDENTIALITY OBLIGATIONS. In addition to the limitations on LICENSEE's rights set forth hereof, LICENSEE shall not, at any time, disclose or disseminate the trade secrets embodied in the PROGRAM to any other person, firm, or organization or to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE's exercise of its rights under this Agreement. Under no circumstances may LICENSEE disclose or disseminate such trade secrets to any competitor of GEOGRAPHIC SOLUTIONS. LICENSEE shall devote its best efforts to ensure that all persons afforded access to the PROGRAM protect GEOGRAPHIC SOLUTIONS' trade secrets against unauthorized use, dissemination, or disclosure.

10.5 INFRINGEMENT. If a third party claims that the PROGRAM infringes its patent, copyright, or trade secret, or any similar intellectual property right, GEOGRAPHIC SOLUTIONS will defend LICENSEE against that claim at GEOGRAPHIC SOLUTIONS' expense and pay all damages that a court awards, provided that LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of the claim, and allows GEOGRAPHIC SOLUTIONS to control and cooperate with LICENSEE in the defense of such claim or any related settlement negotiations. If such a claim is made or appears possible, LICENSEE agrees to permit GEOGRAPHIC SOLUTIONS to enable LICENSEE to continue to use the PROGRAM, or to modify or replace it. If GEOGRAPHIC SOLUTIONS determines that none of these alternatives is reasonably available, LICENSEE agrees to return the PROGRAM on GEOGRAPHIC SOLUTIONS' written request, and LICENSEE will then receive a credit equal to the net book value for the PROGRAM determined in accordance with generally accepted accounting principles. However, GEOGRAPHIC SOLUTIONS has no obligation for any claim based on modification by LICENSEE of the PROGRAM or its combination, operation, or use with any product, data, or apparatus not specified or provided by GEOGRAPHIC SOLUTIONS, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by GEOGRAPHIC SOLUTIONS. THIS PARAGRAPH STATES GEOGRAPHIC SOLUTIONS' ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

10.6 SURVIVAL OF OBLIGATIONS. LICENSEE'S obligations under this Section shall survive termination of this Agreement for any reason and shall remain in effect for as long as LICENSEE continues to possess, use, or control the PROGRAM or any trade secrets derived there from.

11. LIMITED WARRANTY.

GEOGRAPHIC SOLUTIONS warrants, for LICENSEE'S benefit alone, that for a period of six (6) months from the date of ACCEPTANCE of the PROGRAM (referred to as the "WARRANTY PERIOD"), the PROGRAM shall operate substantially in accordance with its functional specifications. During the WARRANTY PERIOD, 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. However, GEOGRAPHIC SOLUTIONS shall not be obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) LICENSEE has performed any maintenance or modifications to the PROGRAM without GEOGRAPHIC SOLUTIONS' express written authorization; (2) PROGRAM has been misused or damaged in any respect; or (3) GEOGRAPHIC SOLUTIONS has not been notified, in writing, of the existence and nature of such ERROR promptly upon its discovery.

GEOGRAPHIC SOLUTIONS warrants that the PROGRAM is currently compliant with year 2000 logic. The term "Year 2000 Logic" means that the software system shall not end abnormally or give incorrect results during operation prior to, during or after the year 2000 as a result of processing, storing or displaying date information contained in the system.

LICENSEE acknowledges that the PROGRAM may access data from Internet sites of other organizations or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS 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 LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

GEOGRAPHIC SOLUTIONS is not responsible for obsolescence of the PROGRAM that may result from changes in LICENSEE's requirements. 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.

Except as expressly set forth in this agreement, and to the extent allowable by law, GEOGRAPHIC SOLUTIONS i) specifically disclaims any and all promises, representations, and warranties, express or implied, with respect to the program, including its condition, its conformity to any representation or description, the existence of any latent or patent defects, any negligence, and ii) specifically disclaims the implied warranties of merchantability and fitness

for a particular purpose.

12. LIMITATION OF LIABILITY.

It is understood by the parties that in the States opinion this paragraph is unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and the State may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this paragraph. Except for personal injury or death, GEOGRAPHIC SOLUTIONS total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed five times the price of the software or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES THEY AGREE THAT GEOGRAPHIC SOLUTIONS WILL NOT BE LIABLE FOR ANY COMERCIAL LOSS; INCONCENIENCE; LOSS OF USE, TIME. DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding and contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

GEOGRAPHIC SOLUTIONS shall have no liability for accuracy or quality of data input into the PROGRAM.

LICENSEE 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. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including backing up data and verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. GEOGRAPHIC SOLUTIONS shall have no liability for loss of data or documentation, it being understood that LICENSEE is responsible for reasonable backup precautions.

13. SUPPORT AND MAINTENANCE.

GEOGRAPHIC SOLUTIONS offers, by separate agreement, annual support and maintenance service for the PROGRAM.

14. LICENSEES RESPONSIBILITIES.

14.1 COOPERATION OF LICENSEE. LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a

listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

14.2 QUALIFIED PRIMARY CONTACT. LICENSEE agrees to designate one experienced, trained user as a QUALIFIED PRIMARY CONTACT for all technical support communications with GEOGRAPHIC SOLUTIONS. All updates and shipments will be sent to the QUALIFIED PRIMARY CONTACT for distribution. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS Software Administrator Training Certification. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM.

15. PUBLICITY.

GEOGRAPHIC SOLUTIONS agrees not to state that the company or its services are endorsed or preferred by LICENSEE. News releases pertaining to the project shall not be issued without prior written approval from LICENSEE.

LICENSEE agrees that no advertising will be placed on any Internet web site created using the PROGRAM without the expressed written approval of GEOGRAPHIC SOLUTIONS. LICENSEE agrees that the copyright of GEOGRAPHIC SOLUTIONS PROGRAM will be acknowledged on the home page of the PROGRAM.

16. FORCE MAJEURE.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The LICENSEE may grant relief from performance of the Agreement if GEOGRAPHIC SOLUTIONS is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon GEOGRAPHIC SOLUTIONS. To obtain release based on a Force Majeure Event, GEOGRAPHIC SOLUTIONS shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Agreement.

17. ASSIGNMENT.

17.1 ASSIGNMENT BY THE LICENSEE The Licensee shall have the right to assign or transfer the agreement or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the Licenseefor any assignment hereunder.

17.2 ASSIGNMENT BY GEOGRAPHIC SOLUTIONS Geographic Solutions may not assign, voluntarily or involuntarily, the Agreement or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the Licensee, which will not be unreasonably withheld.

18. SEVERABILITY.

If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. NOTICES.

All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

20. MODIFICATIONS AND WAIVERS.

This Agreement may not be modified or amended except by a writing signed by both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no action or course of conduct or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

21. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. It may not be changed orally, but only by a writing signed by both parties.

22. BINDING EFFECT/CHOICE OF LAW.

This Agreement shall bind the parties hereto, their personal representatives, successors and assigns.

23. TIME IS OF THE ESSENCE.

Time is of the essence hereof.

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND EXHIBITS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT IS EXECUTED BY LICENSEE AND APPROVED AND EXECUTED BY GEOGRAPHIC SOLUTIONS.

LICENSEE

By: _____
Signature of Authorized Representative

Name: Steve Sulek

Title: Administrator - AS Materiel

Dated: 3/31/2010

GEOGRAPHIC SOLUTIONS

By: _____
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 3/29/2010

EXHIBIT A

SOFTWARE ITEMS

The following is a list of the Virtual OneStop® modules included with this License Agreement;

Module Description	Included
CORE SERVICES FOR INDIVIDUALS MODULE: **My Home Page, Career Services** (career tips, career explorer-match your skills-job skills, career explorer-match your skills-personal skills, career informer, job market explorer) **Job Seeker Services** (Job search, job market trends, employers), **Education Services** (training providers and schools, training and educational programs, educational program completers), **Labor Market Services** (labor market facts, area profile, industry profile, occupation profile), **Individual Registration, My OneStop Profile** (personal profile, search history profile, assessment profile-job and personal skills), **Quick Menu** (Job Search), **Assistance Center.**	Yes
ADDITIONAL SERVICES FOR INDIVIDUALS MODULE: **Financial Services** (overall budget planning, training budget planning, transition budget planning), **Education Services** (financial aid for training), **Community Services** (eligibility requirements, programs and services), **Unemployment Services** (eligibility, filing, unemployment benefits) **Veteran Services** (list of available services), **Youth and Senior Services** (list of available services), **Staff Provided Services** (description of available services). *Requires Core Services for Individuals Module.*	Yes
LABOR EXCHANGE FOR INDIVIDUALS MODULE: **Job Seeker Services** (10 Steps to find a job, resumé builder, background wizard, letter builder, virtual recruiter-for individuals), **My OneStop Profile** (employment pl an), **Message Center** (appointments , messages)., **Quick Menu** (Resumé Builder, My Background). *Requires Core Services for Individuals Module.*	Yes
CORE ASSESSMENT MODULE: **Career Services** (career explorer-interest analyzer, career explorer- work importance analyzer, display of individual work values and interests for an occupation). **My OneStop Profile** (assessment profile- interests, work importance). *Requires Core Services for Individuals Module.*	Yes
CORE SERVICES FOR EMPLOYERS MODULE: **Recruitment Services** (candidate search-external search, job market trends) **Education Services** (training providers and schools, training an educational programs, educational program completers), **Labor Market Services** (labor market facts, area profile, industry profile, occupation profile), **Assistance Center, Employer Registration, My Company Profile** (corporate profile, search history profile)	Yes
ADDITIONAL SERVICES FOR EMPLOYERS MODULE: **Human Resource Info and EEO Information** (list of available services), **Labor Relations** (list of available services), **Government Resources** (list of available services), **Wellness and Economics** (list of available services), **Employer Incentives** (list of available services), **Staff Provided Services** (description of available services). *Requires Core Services for Employers Module.*	Yes
LABOR EXCHANGE FOR EMPLOYERS MODULE: **Recruitment Services** (post a job, candidate search-quick and advanced search for resumés, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter-for individuals). **Company Profile** (recruitment plan profile) **Quick Menu** (post a job, candidate search). *Requires Core Services for Employers Module.*	Yes

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

Module Description	Included
SCANNED DOCUMENTS MODULE: Capture and online review of scanned verification documentation. Supports Common Intake, Wagner Peyser, WIA, Generic Program, Trade Adjustment Assistance, Summer Youth Program, and Welfare Transition Modules. ***Requires Core Case Management Module.*** ***Scanning Hardware Not Included*	No
STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. ****Requires Core Case Management Module***	Yes
ADVANCED FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. Ability to create and manage and track funds and establish provider contracts. *Requires Core Case Management Module.*	No
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 he displayed to the public via the Consumer Reports Module. ****Requires Provider Management Module***	No
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.	No
SUMMER YOUTH PROGRAM MODULE: "Summer Youth Program" set of applications (Eligibility Application, Individual and Mass Enrollment Activities, Exit, Reporting System) with integration into IFT to assist in managing funds. *Requires Core Case Management Module.*	No
TRAINING APPLICATION MODULE: Allows individuals to complete training requirements, at which time staff confirms WIA eligibility. *Requires Core Case Management, Core Services for Individuals, and WIA Case Management Modules*	No
WELFARE TRANSITION PROGRAM MODULE: Application, Objective Assessment Summary, Individual Employment Plan, calculation of required hours per week by number of work eligible people in the household and age of youngest child. Enrollment into countable work activity. Ability to record participation hours in a timesheet. ****Requires Core Case Management Module***	No
SCAN CARD MODULE: Automated tracking of services and events using scan card readers. Addition of scan card id to registration. *Requires Service Tracking Module.*	No
ATTENDANCE TRACKING MODULE: Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at One-Stop events.	No
ADMINISTRATION SYSTEM: Email Addresses, System Defaults, LMI Data Control, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Employer Services.	Yes
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.	Yes

Module Description	Included
LABOR MARKET ANALYSIS MODULE: **Analyst Registration Module, Demographics** (US census commuting -patterns, US census labor force, income, population), **Education** (training providers and schools, training and education programs), **Employers** (employer search, mass layoffs), **Income and Wages** (income, quarterly census of employment and wage, occupational wage), **Industry** (quarterly census of employment and wages, current employment statistics (CES), staffing patterns, industry employment & projections) , **Labor Force** (US census commuting patterns, labor force, employment & unemployment), **Occupation** (occupational employment by Industry, occupational employment & projections, occupational wages, licensed occupations), **Economic Indicators** (consumer price index, building permits, government transfer payments), **Demographics** (US census commuting patterns, US census labor force, income, population data.)	Yes
LMI DATA LOADER: A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.	Yes
LOCAL LABOR MARKET SURVEY: Telephone survey of local employers to determine hiring practices. Data results are displayed in the **Occupation Profile.**	No
WEB INTERFACE for users with average speed internet/intranet access.	Yes
TEXT INTERFACE for users who want maximum performance.	Yes
SPANISH LANGUAGE INTERFACE: Spanish Version of Services for Individuals and Employers.	No
VISUALLY IMPAIRED INTERFACE: Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	Yes
TOUCH SCREEN INTERFACE : – A Simplified Job Search Function for Touch Screen Kiosks (jobseeker will be required to visit a facility to see job details). *Requires Kiosk with Internet Access.*	No

The following table summarizes the additional services included in this Agreement

Service	Description	Included
WIA Data Conversion	Conversion of WIA legacy data (Individual Data – Applications, Activities, Youth Goals, Exits, Follow-ups, Case Notes) from SQL Server data files to Virtual OneStop® SQL Server database. Nebraska will provide data dictionary for legacy data. Includes creation of conversion specification, conversion code, trial conversions and live conversion.	Yes
Full Hosting for Virtual OneStop® System	Full web based hosting for proposed application 24/7/365. Dual Dell PowerEdge 6650's, Twin 2.8 GHz HTT \ 2MB L2 cache, 4GB Ram, Active\Active Fail over. Dell EMC Cx400 \ Raid 10 \ Optimized for SQL Server – 75GB disk space allocated for this project. Nightly Backup, Full UPS, T3 Service with shadow, Guaranteed roll over to backup hosting facility in case of disaster. Database – MS SQL Server 2005. Testing, training, staging and production sites will be provided. Independent reports data server will be provided.	No

The following is a breakdown of the cost of the Virtual OneStop modules included with this License Agreement

Description	Amount
Modules	
Core Services for Individuals	$ 43,056.00
Additional Services for Individuals	$ 36,372.00
Labor Exchange for Individuals	$ 238,515.00
Core Assessment	$ 68,640.00
Core Services for Employer	$ 34,070.00
Additional Services For Employers	$ 32,192.00
Labor Exchange for Employers	$ 229,944.00
Core Services for Staff Managing Individuals	$ 87,984.00
Core Services for Staff Managing Employers	$ 87,984.00
Labor Exchange for Staff	$ 196,748.00
Service Tracking	$ 55,019.00
Core Case Management	$ 243,360.00
WIA Case Management	$ 235,934.00
Wagner Peyser Case Management	$ 121,243.00
Trade Adjustment Assistance Case Management	$ 198,432.00
Standard Individual Fund Tracking	$ 246,667.00
Administration System,	$ 18,096.00
Web Content Management	No Fee
Labor Market Analysis	$ 57,900.00
LMI Data Loader,	$ 17,400.00
Web Interface,	No Fee
Text Interface,	No Fee
Visually Impaired Interface	No Fee
Total	**$2,249,556.00**
Multiple Module Discount	$ (-503,332.00)
Software Price	**$1,746,224.00**

The following is a breakdown of the cost of the services included with this License Agreement

Description	Amount
Services	
Training – LMI	$ 3,000.00
Data Conversion and Acceptance	$ 75,500.00
Training – Full System	$ 48,500.00
Total	**$ 127,000.00**

The following is the cost of each phase of the implementation of the Virtual OneStop® System

Deliverable	Cost
Phase I – Common components require for Workforce Information Database	
1. Software and Software Installation	None
2. User Acceptance Testing	None
3. Training	$3,000
4. Go Live	$62,750
Phase II - Common and unique components required for Wagner-Peyser, Re-employment Services, Veterans, Workforce Investment Act Title B1, and Trade Adjustment Act.	
1.Software and Software Installation*	$561,158
2.Data Conversion and Acceptance	$75,500
3. Report Benchmark	$561,158
4. Training**	$48,500
5.Go Live	$561,158
	$1,873,224

EXHIBIT B

PAYMENT PLAN

The following is the payment plan for the Virtual OneStop® System

Deliverable	Target Completion Date	Proposed Invoice Date	Invoice Amount
Phase I – Common components require for Workforce Information Database			
1. Software and Software Installation	April 1, 2010	None	
2. User Acceptance Testing	April 15, 2010-May 1, 2010	None	
3. Training	April 20, 2010	April 20, 2010	$3,000
4. Go Live	May 1, 2010	May 1, 2010	$62,750
Phase II - Common and unique components required for Wagner-Peyser, Re-employment Services, Veterans, Workforce Investment Act Title B1, and Trade Adjustment Act.			
1. BASE System design and specification	May 30, 2010	May 30, 2010	$100,000
2. Initial software, customization and installation	June 25, 2010	June 25, 2010	$200,000
4.Final Software Customization and Software Installation*	Aug 23, 2010	Aug 23, 2010	$261,158
5.Data Conversion and Acceptance	July 30, 2010	July 30, 2010	$75,500
6. Report Benchmark	Sept 3, 2010	Sept 3, 2010	$561,158
7. Training**	Sept 3, 2010 – Sept 17, 2010	Sept 17, 2010	$48,500
8.Go Live	Oct 1, 2010	Oct 1, 2010	$561,158
		TOTAL	**$1,873,224**

1.1 Exceptions to Terms and Conditions

Geographic Solutions Inc agrees to the terms and conditions outlined in RFP 3071Z1 with the following two minor exceptions;

1. **Section E. OWNERSHIP OF ALL INFORMATION AND DATA – First Sentence Only**
   The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data entered by or on behalf of the State of Nebraska pursuant to this contract and reports developed there from.

2. **Section KK. CHANGES IN SCOPE/CHANGE ORDERS – Third Sentence Only**
   The State of Nebraska retains the right to employ the services of a third party to perform any change order(s) to non-proprietary source code that is not the property of Geographic Solutions



STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	12/05/13
BUSINESS UNIT	BUYER
23201030	NANCY STORANT (AS)

VENDOR NUMBER: 506943

VENDOR ADDRESS:

GEOGRAPHIC SOLUTIONS INC
1001 OMAHA CIR
PALM HARBOR FLORIDA 34683-4036

CONTRACT NUMBER
42840 O4

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

MAY 01, 2014 THROUGH APRIL 30, 2017

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3071 Z1

Contract to supply and deliver Workforce Case Management and Reporting System (WCMRS) to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for one (1) additional three (3) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

BUYER RK 12/5/13

12-6-13
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	12/05/13
BUSINESS UNIT	BUYER
23201030	NANCY STORANT (AS)
VENDOR NUMBER: 506943	

CONTRACT NUMBER
42840 O4

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request For Proposal form and the Contractor' s proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor' s proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Requests For Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Paul F. Toomey, President
Phone: 727-786-7955
Fax: 727-786-5871

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (11/20/13 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
20	ENHANCE NE WORKS REGISTRATION TO INCLUDE QUESTIONS NEEDED by community college partners. Detailed requirements and specifications as described in OPC 204733	1.0000	EA	14,725.0000	14,725.00
21	NEGATIVE DATA ENTRY LINE DO NOT USE	-224,988.0000	$	1.0000	-224,988.00
22	MAINTENANCE AGREEMENT MAY 1, 2014-APRIL 30, 2017	749,583.0000	$	1.0000	749,583.00
	Total Order				**539,320.00**

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 1	05/02/17
BUSINESS UNIT	BUYER
23201030	NANCY STORANT (AS)

CONTRACT NUMBER
42840 O4

VENDOR NUMBER: 506943

VENDOR ADDRESS:

GEOGRAPHIC SOLUTIONS INC
1001 OMAHA CIR
PALM HARBOR FL 34683-4036

THE CONTRACT PERIOD IS:

MAY 01, 2017 THROUGH APRIL 30, 2020

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3071 Z1

Contract to supply and deliver a Workforce Case Management and Reporting System (WCMRS) to the State of Nebraska as per the attached specifications for the contract period May 1, 2017 through April 30, 2020.

Vendor Contact: Paul F. Toomey, President
Phone: 727-786-7955
Fax: 727-786-5871
E-mail: ptoomey@geosolinc.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (04/26/17 wc)

AMENDMENT NINE (9) AS ATTACHED (05/02/17 wc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
22	MAINTENANCE AGREEMENT MAY 1, 2017 - APRIL 30, 2020	749,583.0000	$	1.0000	749,583.00
23	MAINTENANCE AGREEMENT MAY 1, 2017 - APRIL 30, 2018	1.0000	YR	249,861.0000	249,861.00
24	MAINTENANCE AGREEMENT MAY 1, 2018 - APRIL 30, 2019	1.0000	YR	249,861.0000	249,861.00
25	MAINTENANCE AGREEMENT MAY 1, 2019 - APRIL 30, 2020	1.0000	YR	249,861.0000	249,861.00
	Total Order				**1,499,166.00**

BUYER 5/8/17

MATERIEL ADMINISTRATOR

R43500|NISH0003|NISH0003 20150901

AMENDMENT NINE
42840 O4
Workforce Case Management and Reporting (WCMRS) for the State of Nebraska
Between
The State of Nebraska and Geographic Solutions, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Geographic Solutions, parties to Contract 42840 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Add the following lines to the contract:

23	Maintenance Agreement May 1, 2017 through April 30, 2018	1	YR	$249,861.00
24	Maintenance Agreement May 1, 2018 through April 30, 2019	1	YR	$249,861.00
25	Maintenance Agreement May 1, 2019 through April 30, 2020	1	YR	$249,861.00

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska
By: _____
Name: Bo Botelho
Title: Materiel Administrator
Date: 5/9/17

Contractor: Geographic Solutions, Inc.
By: _____
Name: Paul Tooney
Title: President
Date: 4/21/2017

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

ReEmployment Exchange (REX) Program Software

THIS AGREEMENT is made and entered into between the Nebraska Department of Labor (NDOL) and Geographic Solutions (GEOGRAPHIC SOLUTIONS) on the dates set forth below.

WHEREAS, GEOGRAPHIC SOLUTIONS has proprietary software and licensing rights to a software program for a ReEmployment Exchange program (REX); and

WHEREAS NDOL already utilizes GEOGRAPHIC SOLUTIONS software for a Virtual One Stop (VOS) known as NEworks in Nebraska; and

WHEREAS NDOL desires to purchase REX to improve its unemployment insurance (UI) compensation program by allowing UI benefit claimants to more easily access and comply with the requirements of the UI benefit program and allow NDOL to better determine and adjudicate unemployment compensation eligibility and cause UI compensation recipients to more quickly obtain reemployment; and

WHEREAS, installation and use of the REX software will accomplish the purpose of improving the UI compensation program;

NOW, THEREFORE, IT IS AGREED:

I - Services/Product to Be Provided

A. The provisions of GEOGRAPHIC SOLUTIONS's licensing agreement (attached hereto and marked as *Attachment #1*) are incorporated herein by reference, except to the extent that if the provisions of said contract are prohibited by law or are in conflict with the terms of this Agreement, the provisions of this Agreement prevail. The product involved is proprietary software of GEOGRAPHIC SOLUTIONS and the NDOL will acquire only those rights to use and retention of the REX software described in the agreement attached hereto.

B. Paragraphs 26.6, 27 and 28.2 of the attached licensing agreement are rejected and the following paragraphs adopted in lieu thereof:

> ***26.6*** ***DISCLAIMER OF WARRANTIES.*** GEOGRAPHIC SOLUTIONS DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE PROGRAM AND DOCUMENTATION WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT ALLOWED BY LAW, THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY GEOGRAPHIC SOLUTIONS. THERE ARE NO OTHER WARRANTIES RESPECTING THE PROGRAM AND DOCUMENTATION,

ATTACHMENT #5

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 GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

27. ***LIMITATION OF LIABILITY.*** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING, THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED TWO TIMES THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENTATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

28.2 Except for the foregoing infringement claims, to the extent authorized under the law of the State of Nebraska, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information by employees or other contractors of LICENSEE, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

II - Priority of Contract Documents

Unless otherwise specifically stated in an amendment to this Contract, in case of any conflict between the incorporated documents, the document shall govern in the following order of preference with "A" receiving preference over all other documents and with each lower numbered document having preference over any higher number document:

A. Amendments to this Agreement with the latest dated amendment having the highest priority.

B. This Agreement.

C. *Attachment #1* to this Agreement.

III - Access to Premises

Access to premises is limited to normal business hours of NDOL. NDOL reserves the right to limit access to any individual interfering with NDOL's normal business operations.

IV - Records and Accounts

A. Access to Records. GEOGRAPHIC SOLUTIONS shall maintain and shall permit the NDOL and its federal partners access to its personnel for purposes of interviews and discussions related to such records, to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by NDOL to determine whether GEOGRAPHIC SOLUTIONS is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized, expended appropriately, and in accordance with this Agreement. **Access shall be restricted to those documents, data and personnel relating to GEOGRAPHIC SOLUTIONS's compliance with the terms of this agreement only and does not include the right to access proprietary information relating to the function of the REX software.**

B. Patent Rights, Copyrights and Rights in Data. REX software and coding is a proprietary pre-existing privately funded product of GEOGRAPHIC SOLUTIONS to which NDOL does not purchase any rights to the copyright in the REX software. The REX software is not subject to 29 CFR 97.34, NDOL does not reserve for the Federal Government or receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use the REX software, or to authorize others to use such software, for federal government purposes.

C. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of four years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

V - Work Environment

GEOGRAPHIC SOLUTIONS shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

VI - E-Verify Statement

GEOGRAPHIC SOLUTIONS is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. (See, *Attachment #2.*)

VII - Funding / Payment

A. For said services, the NDOL agrees to pay to GEOGRAPHIC SOLUTIONS the amounts set forth in Attachment # 1 at the times and subject to the conditions set forth in said Attachment.

B. NDOL will not be responsible for any expenses incurred by GEOGRAPHIC SOLUTIONS in performing this agreement including but not limited to travel, meals and lodging.

C. Expenditures for the initial System Analysis, Setup and Testing and Maintenance Fee for the first twelve month period after acceptance of the completion the initial systems analysis, setup and testing by NDOL shall not exceed $689,503.00.

D. The Agreement may be extended for four additional one-year periods by payment of an additional annual maintenance fee of four hundred ninety four thousand eight hundred twenty five dollars ($494,825.00) in accordance with paragraph #9 of the Licensing Agreement set forth at *Attachment #1* hereto.

E. Total expenditures under this Agreement will not exceed two million six hundred sixty-eight thousand eight hundred and three dollars ($2,668,803.00):

Expenditure	Fee
One-time fee (Initial System Analysis, Setup, Testing and Maintenance Fee)	$689,503.00
Annual Maintenance Fee ($494,825.00/year x 4 years)	$1,979,300.00
Total expenditures under this Agreement:	**$2,668,803.00**

The total expenditures amount set forth above includes all costs for the initial system analysis, setup and testing and all annual maintenance fees if this Agreement is extended the maximum four times allowed under the Agreement.

VIII - IRS Publication 1075 Assurances

GEOGRAPHIC SOLUTIONS ***will not*** have or be allowed access to federal tax information while performing work under this Agreement.

IX - Restriction on Use of Funds

A. No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or

2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or

3. Any voter registration activity.

B. GEOGRAPHIC SOLUTIONS assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of congress, an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, GEOGRAPHIC SOLUTIONS shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. GEOGRAPHIC SOLUTIONS shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements and that all sub-recipients shall certify and disclose accordingly).

C. Due to possible future reductions in state and/or federal appropriations, the NDOL cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the NDOL may terminate this Agreement or reduce the consideration upon notice in writing to GEOGRAPHIC SOLUTIONS. Said notice shall be delivered by certified mail, return receipt requested, or in

person with proof of delivery. The NDOL shall be the final authority as to the availability of funds. The effective date of such termination of agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, GEOGRAPHIC SOLUTIONS may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the NDOL.

X - Grant Proceeds

Any violation in the terms of this Agreement by GEOGRAPHIC SOLUTIONS may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

XI - Technology Clause

GEOGRAPHIC SOLUTIONS agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment, software and services can accommodate individuals with disabilities. Information technology products, systems and services, including data, voice and video technologies as well as information dissemination methods, will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at *http://www.nitc.state.ne.us/standards/accessibility/* and are part of the state's terms and conditions.

XII - Term of Agreement

A. This Agreement commences October 15, 2013 and expires one year from the date of acceptance of the completion the initial systems analysis, setup and testing by NDOL unless further extended in accordance with paragraph 9 of *Attachment #1*, hereto.

B. This Agreement may be renewed, extended or amended upon written agreement of the parties.

XIII - Termination

This Agreement shall terminate upon the occurrence of any or all of the following:

A. Exhaustion of designated fund.

B. Upon thirty (30) days' written notice by either party to the other.

C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.

D. Expiration of the term of the Agreement without renewal.

E. In the event of a material default or violation of the material terms of this Agreement by GEOGRAPHIC SOLUTIONS or failure to use the funds for only those purposes set forth herein, or failure by GEOGRAPHIC SOLUTIONS to make sufficient progress so as to endanger performance, NDOL may:

1. Suspension: After ten days' notice to GEOGRAPHIC SOLUTIONS, suspend the Agreement and prohibit GEOGRAPHIC SOLUTIONS from incurring additional obligations of funds, pending corrective action by or a decision to terminate.

2. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that GEOGRAPHIC SOLUTIONS has failed to comply with the material terms and conditions of the Agreement. NDOL shall promptly notify GEOGRAPHIC SOLUTIONS in writing of the determination and the reasons for the termination, together with the effective date. Payments made to GEOGRAPHIC SOLUTIONS or recoveries by NDOL under terminated for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. GEOGRAPHIC SOLUTIONS shall return to NDOL all unencumbered funds for services that have not been provided. Further, any costs previously paid by NDOL for services that have not been provided and which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

XIV - Strict Compliance

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written direction from an authorized representative.

XV - Assignability

GEOGRAPHIC SOLUTIONS shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement without written approval of NDOL that shall not be unreasonably withheld.

XVI - EEO / ADA / Drug Free Workplace Provisions

GEOGRAPHIC SOLUTIONS acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

A. GEOGRAPHIC SOLUTIONS complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Workforce Investment Act of 1998 (29 CFR 37) and its implementing regulations, and state WIA policies, including those pertaining to reporting and union organizing [WIA §181(b)(7), 20 CFR 663.730].

B. No person shall be discriminated against by GEOGRAPHIC SOLUTIONS on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.

C. No person or beneficiary will be discriminated against by GEOGRAPHIC SOLUTIONS on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIA Title I financially-assisted program or activity.

D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by GEOGRAPHIC SOLUTIONS for which he/she receives federal financial assistance.

E. State Energy Conservation Plan. GEOGRAPHIC SOLUTIONS recognizes mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). GEOGRAPHIC SOLUTIONS agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 USC 1857(h)], §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, sub-contracts, and sub-grants in excess of $100,000 (40 CFR 15).

F. GEOGRAPHIC SOLUTIONS is committed to providing a drug-free workplace environment.

XVII - Merger

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

XVIII - Conflict of Interest

No officer, employee, or agent of NDOL who has or will participate in the selection, the award, or the administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by NDOL.

XIX - Debarment, Suspension or Declared Ineligible

GEOGRAPHIC SOLUTIONS certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is GEOGRAPHIC SOLUTIONS' affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. GEOGRAPHIC SOLUTIONS acknowledges that suspension or debarment is cause for termination.

XX - Entire Agreement

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein.

XXI - Applicable Law

Parties to this Agreement shall conform to all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement.

XXII - Authorized Representatives

A. The parties hereto expressly agree that for the purposes of notice, during the term of this Agreement, and for any period applicable to the terms expressed herein, designate the following named individuals to be authorized representatives of the parties:

NDOL:	
Terri Slone, Director of Administrative Services 550 South 16th Street PO Box 94600 Lincoln, NE 68509-4600	Telephone: 402.471.8358 Email: *terri.slone@nebraska.gov*

GEOGRAPHIC SOLUTIONS:	
Paul Toomey, President 1001 Omaha Circle Palm Harbor, FL 34683-4036	Telephone: 727.786.7955 FAX: 727.786.5871 Email: *ptoomey@geosolinc.com*

B. The parties' authorized representatives do not have the authority to amend this Agreement.

XXIII - Public Record Statement

This document is a public record.

XXIV - Confidentiality Statement

A. To safeguard information exchanged via this Agreement:

1. GEOGRAPHIC SOLUTIONS is required to review and follow *Neb. Rev. Stat.* §48-612 and 20 CFR Part 603 as they apply to confidentiality of information with respect to any use or re-disclosure of information provided to them by NDOL through this Agreement.

2. Access to the information provided by this Agreement will be restricted only to authorized employees. GEOGRAPHIC SOLUTIONS will provide NDOL with a listing of all officials (by position) with authority to request information authorized by this Agreement.

3. Information provided by this Agreement will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Any documents provided as a result of this Agreement shall not be duplicated or disseminated without prior written authority from NDOL.

5. GEOGRAPHIC SOLUTIONS agrees to hold all information received from NDOL in a confidential manner in accordance with all applicable laws and regulations respecting the same.

6. Any records created from information provided by this Agreement will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

7. GEOGRAPHIC SOLUTIONS will be responsible for any damages and will hold NDOL harmless from any loss should any breach of confidentiality occasioned by a GEOGRAPHIC SOLUTIONS employee occur.

8. Unauthorized release or use of this information shall be cause for immediate termination of this Agreement.

9. GEOGRAPHIC SOLUTIONS will permit NDOL to make on-site inspections to ensure that the requirements of applicable state and federal law, regulations, and this Agreement are being met.

C. To ensure confidentiality, GEOGRAPHIC SOLUTIONS and NDOL agree to:

1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, GEOGRAPHIC SOLUTIONS agrees to:

   a. Sign off computer terminals when they are not in use,

   b. Lock PC's during all non-business hours,

   c. Encrypt or password-protect confidential or sensitive files, and

   d. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.

2. Ensure that only authorized persons will have access to exchanged information.

3. Instruct that all personnel with access to the exchanged information provided by this Agreement are advised of the confidential nature of the information, the safeguards

required to protect the information, and the civil and criminal sanctions for non-compliance.

4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XXV – Staffing

A. This Agreement does not create an employment relationship or establish other employment-related rights. NDOL's management shall retain all supervisory responsibility over NDOL staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to NDOL's availability, and shall, in no event, limit or restrict NDOL's ability to provide other essential services. GEOGRAPHIC SOLUTIONS will indemnify and hold harmless the NDOL for any injury GEOGRAPHIC SOLUTIONS or GEOGRAPHIC SOLUTIONS's employees suffer in the performance of this Agreement.

B. Personnel of GEOGRAPHIC SOLUTIONS are not and will not be considered employees of NDOL, nor will they be under the supervision of NDOL. GEOGRAPHIC SOLUTIONS will provide proof of workers' compensation coverage for its employees. NDOL has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of GEOGRAPHIC SOLUTIONS. However, NDOL does reserve the right to restrict access to its premises if a problem arises.

[*signature page to follow*]

XXVI - Signature

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

11.5.13
Date

CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

10/31/2013
Date

PAUL TOOMEY, President
Geographic Solutions, Inc.
(FEIN #59-3217769)

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor
Date: 11-4-13

TERRI SLONE, Director of Administrative Services
Nebraska Department of Labor
Date: 11/4/13

RONALD JOYCE, UI Benefits Administrator
Nebraska Department of Labor
Date: 11/5/2013

JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor
Date: 11/5/13

Attachments:
#1 – ReEmployment Exchange (REX) Licensing Agreement
#2 – US Citizenship Attestation Form

Geographic Solutions

ReEmployment Exchange (REX)®
License Agreement



ATTACHMENT #1



Trademarks and Acknowledgements:
Virtual OneStop® and *Virtual LMI*® are trademarks of Geographic Solutions, Inc. Other products or services are property of their respective owners.

Geographic Solutions

Geographic Solutions

REX® END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 1001 Omaha Circle, Palm Harbor, Florida 34683 ("GEOGRAPHIC SOLUTIONS") and the State of Nebraska Department of Labor, 550 South 16th Street, Lincoln, NE 68509 ("LICENSEE")(collectively, the "PARTIES").

W I T N E S S E T H:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. **DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

   1.1 DELIVERY. A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.

   1.2 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR

ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

1.3 ENHANCEMENTS shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.4 BASIC ENHANCEMENTS mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

1.5 MAJOR ENHANCEMENTS means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.6 ERROR is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.

1.7 ERROR CORRECTION is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.

1.8 HOST SERVERS are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.

1.9 MAINTENANCE MODIFICATIONS are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.10 PROGRAM is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS REX® 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 GEOGRAPHIC SOLUTIONS.

1.11 PROGRAM ACTIVATION DATE is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.

1.12 QUALIFIED PRIMARY CONTACT means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user. All updates and shipments will be sent to the designee for distribution.

1.13 **REGULAR BUSINESS HOURS** are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.

1.14 **RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.

1.15 **SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

1.16 **STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.

1.17 **LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.

1.18 **LICENSE FEES**. As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".

1.19 **USER TYPE** is the population of individuals which the PROGRAM will provide services to.

1.20 **WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

2. **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 fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an acceptance certificate, LICENSEE does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.

3. **LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTION hereby grants to LICENSEE a limited, non-exclusive, nontransferable and nonassignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.

4. **SCOPE OF LICENSE.** LICENSEE use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the

PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.

5. **SERVICE AREA.** The SERVICE AREA for this Agreement is the State of Nebraska and 50 miles outside the border.

6. **USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the service area will be able to access services for the purposes of career and job search in the SERVICE AREA. The PROGRAM will only allow employers to post jobs within the SERVICE AREA.

7. **INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

8. **EFFECTIVE DATE** This Agreement shall become effective upon execution by both LICENSEE and GEOGRAPHIC SOLUTIONS and the Effective Date shall be the date upon which the last party executes this Agreement.

9. **TERM OF AGREEMENT.** The initial term of this Agreement shall be twelve (12) months from the EFFECTIVE DATE as defined herein and shall automatically renew thereafter for subsequent terms of one (1) year ("Extended Term") provided that at the time of automatic renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.

10. **TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or

under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

11. **THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Iowa Department of Labor and Infogroup, Inc. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Infogroup, Inc. LICENSEE shall not resell or duplicate the information contained in the Infogroup, Inc. database. LICENSEE'S authorized use of the Infogroup, Inc. database ceases upon termination or expiration of this Agreement.

12. **PUBLICITY.** LICENSEE agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by LICENSEE regarding the PROGRAM. All credits and acknowledgements will include: "Software Developed by Geographic Solutions, Inc. ®, Palm Harbor Florida, (727) 786-7955." The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at www.geosolinc.com. LICENSEE agrees that no advertising will be placed on any Internet website created using the PROGRAM without the express prior written approval of GEOGRAPHIC SOLUTIONS.

13. **HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

14. **PROGRAM ACTIVATION**. Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.

15. **FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION

hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement. GEOGRAPHIC SOLUTIONS shall charge eight percent (8%) per year interest on all fees over thirty (30) days past due.

16. **SUPPORT AND MAINTENANCE.** During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

    16.1. **TELEPHONE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.2. **FAX SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority fax support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.3. **E-MAIL SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

    16.4. **ONLINE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

    16.5. **ERROR CORRECTION.** GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct 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.

    16.6. **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.

    16.7. **DIGITAL MAP CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way

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

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

All such error corrections, bug fixes, patches, updates, New Releases, or other modifications shall be the sole property of GEOGRAPHIC SOLUTIONS.

17. SUPPORT RESPONSE AND RESOLUTION TIME.

17.1. **SUPPORT RESPONSE TIME.** GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

17.2. **SUPPORT RESOLUTION TIME.** The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

18. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

19. 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.

20. BACK LEVEL SUPPORT. GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

21. EXCEPTIONS. The following matters are not covered by this agreement:

21.1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;

21.2. Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

21.3. Any problem resulting from programming software other than the PROGRAM;

21.4. Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;

21.5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;

21.6. LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

22. HOSTING SERVICES. During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time.

23. LICENSEE'S OBLIGATION

23.1 ***Cooperation***. LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

23.2 ***Qualified Primary Contact.*** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

24. PROTECTION OF SOFTWARE

24.1 ***Proprietary Notices.*** LICENSEE 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.

24.2 ***No Reverse Engineering***. LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

24.3 ***Ownership***. LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

25. CONFIDENTIALITY

25.1.*Acknowledgement.* LICENSEE 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 GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE 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.

25.2.*Maintenance of Confidential Information.* LICENSEE 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 LICENSEE'S exercise of its rights under this Agreement. LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. 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 Agreement 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.

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

26. WARRANTIES

26.1.*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. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) LICENSEE has performed any maintenance or modifications to the PROGRAM without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the PROGRAM has been misused or damaged in any respect; or (3) 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.

26.2.*Third party data*. LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS 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 LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

26.3.*Data Loss* LICENSEE 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. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including backing up data and verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

26.4.*Limitations.* Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS 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, LICENSEE modification, or electromagnetic field.

26.5. ***LICENSEE'S Sole Remedy for Breach of Warranty.*** GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

26.6. ***Disclaimer of Warranties.*** GEOGRAPHIC SOLUTIONS 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 GEOGRAPHIC SOLUTIONS. 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 GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

27. **LIMITATION OF LIABILITY.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING

THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

28. INDEMNIFICATION

28.1. GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent noninfringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it noninfringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, less reasonable depreciation, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

28.2. Except for the foregoing infringement claims, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

29. GOVERNMENT CONTRACTS. If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

30. POST TERMINATION RIGHTS. Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.

31. SURVIVAL. LICENSEE'S obligations under Section 24, 25, 26, 27, 28.2, 30 and 31 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

32. COPIES. LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.

33. FORCE MAJEURE. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.

34. WAIVER. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

35. SEVERABILITY. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

36. ASSIGNABILITY. The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.

37. INTEGRATION. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

38. LEGAL ACTION. Should LICENSEE or GEOGRPAHIC SOLUTIONS institute legal action, whether at law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings.

39. NOTICES. All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

40. TIME IS OF THE ESSENCE. Time is of the essence.

41. AUTHORIZATION. The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

42. COUNTERPARTS. This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

Agreed and accepted;

LICENSEE

By: Catherine D Lang
Signature of Authorized Representative

Name: Catherine D Lang

Title: Commissioner of Labor

Dated: 11-5-13

GEOGRAPHIC SOLUTIONS

By:
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 10/31/2013

EXHIBIT A

SOFTWARE AND SERVICE ITEMSAND FEES

The following table outlines the REX® modules that are included in this Agreement;

Service Description	Cost
INITIAL SYSTEM ANALYSIS, SETUP AND TESTING: Analysis, development, implementation and testing of the REX interfaces. Cost includes all customization necessary for REX system.	**One Time Fee** **$194,678.00**
REEMPLOYMENT EXCHANGE (REX): Data Exchange (Interface) with legacy UI Benefits Mainframe or Web system. Integrated Initial Claim Application with Workforce Application, Weekly Certification, Display of UI Status, Claim History, Work Search Summary, Compliance Monitoring and Automated Claimant Notifications.	**Annual Fee** **$494,825.00**

EXHIBIT B

PAYMENT PLAN

The following is the payment plan for this project:

Deliverable	Amount
Initial system analysis, setup and testing fee due upon contract execution.	$194,678.00
REX annual license fee will be due upon delivery of UAT.	$494,825.00

EXHIBIT C

HOSTING CONFIGURATION

The following is the proposed hosting configuration for this project:

Hardware

Item	Description
Application server	2 Dell PowerEdge 1850 Web Servers in a web-farm environment. Dual Intel Xeon processors, 2 gig RAM
Database server	2 Dell PowerEdge 6650 SQL Servers in a active passive Windows Cluster environment. Quad Intel Xeon processors, 32 gig RAM, , Q-Logic HBAs for fiber connection to storage system.
Reports Server	2 Dell PowerEdge 6650 Dual Intel Xeon 2.8Ghz processors, 32 gigs of RAM, 36 gig RAID 5 HD, plus attachment to the SAN 500 gig data storage
Testing Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Training Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Backup Server	1 Dell PowerEdge 1650 Intel Pentium III processor. Computer Associates Brightstore Archserve backup software.
Switching	2 McDataSphereon 4700Fiber switch. 2 gbs, 32 port. Connects hosts and storage system.
Storage System	1 Dell/EMC CX500 Storage system. Seventy Five (75) 76 gig 1500 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.
Tape Drive	Tape Drive Array. Connects to Backup server via SCSI cable. Has 2 LTO tape drives and slots for 15+ 80 gig backup tapes.
Uninterrupted Power Supply	APC Symmetra LX 1600 Battery Backup. 16KVA battery backup solution. Generac Generator. 100 KW. Automatically powers building if utility power goes offline.

Server Software

Item	Description
Operating System	Microsoft Windows.
Database	Microsoft SQL Server 2005/2008.
Web Service	Microsoft Internet Information Server Version 6.

Hosting Services

Item	Description
Access	High-speed access to the Internet for hosting the Program.
Service	Geographic Solutions T-3 service provides a load-shared connection with shadow service via separate line and provider. Geographic Solutions also has a further backup using high speed/high bandwidth cable hosting.
Availability	The System will be available to users on a 24/7/365 basis. Occasional downtime for maintenance will be scheduled after normal business hours. Licensee will be notified in advance of any downtime that may be scheduled.
Remote Hosting Facility	Guaranteed roll over to our backup hosting facility in case of disaster.
System Monitoring	24x7 system monitoring
Disk Space	50 GB disk space allocated for the production database
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.
Database	SQL Server with unlimited number of users via Internet.
Service Agreement	Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance.

Item	Description
Uninterrupted Power Supply	APC Symmetra LX 1600 Battery Backup. 16KVA battery backup solution. Generac Generator. 100 KW. Automatically powers building if utility power goes offline.
Tape Backup	All the customer data hosted at the Geographic Solutions facility is backed up to digital tape. These tapes are stored in a secure fire proof facility.
Full Redundancy	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 external disk arrays.

Note

Geographic Solutions reserves the right to modify this configuration if required to improve system performance

United States Citizenship Attestation Form

For the purpose of complying with *Neb. Rev. Stat.* §§4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☒ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: 029-412-06, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME Paul Francis Toomey
(first, middle, last)

SIGNATURE 

DATE 11/6/2013

ATTACHMENT #2

7/2009

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

ReEmployment Exchange (REX) Program Software

THE AGREEMENT entered into on October 15, 2013 between the Nebraska Department of Labor (NDOL) and Geographic Solutions (GEOGRAPHIC SOLUTIONS) is amended as follows:

1. ***Paragraph VII - Funding / Payment is amended to recalculate the annual license fee for Phase I, as mutually agreed, due to the phased approach for the implementation of the REX module, as follows:***

VII - Funding / Payment

A. For said services, the NDOL agrees to pay to GEOGRAPHIC SOLUTIONS the amounts set forth below.

B. NDOL will not be responsible for any expenses incurred by GEOGRAPHIC SOLUTIONS in performing this Agreement including but not limited to travel, meals and lodging.

C. Expenditures for the initial System Analysis, Setup and Testing ($194,678.00) and Annual License Fee for Phase 1 ($420,601.00), due after acceptance of the completion of Phase 1 shall not exceed $615,279.00.

D. Upon implementation of Phase II, an additional $6,185.00 will be charged each month through the end of the June 30 cycle schedule. The $6,185.00 amount may be prorated from the actual date of implementation of Phase 2 through the end of the month during which Phase 2 implementation actually occurs.

E. On July 1, 2016, the Annual License Fee for REX will increase to $494,825.00 per year.

F. Total expenditures under this Agreement will not exceed two million six hundred forty-four thousand and fifty-nine dollars ($2,644,059.00).

EXPENDITURE	FEE
Phase 1	
One-time Implementation Fee	$194,678.00
Annual License Fee	$494,825.00
Reduction due to phased implementation of REX	-74,224.00
Phase 1 SUBTOTAL	**$615,279.00**

Phase 2	
Estimated prorated amount from Phase 2 implementation date through the end of the month when implementation occurs	$6,185.00
Monthly maintenance fee 12/1/2015-6/30/2016 ($6,185.00/mo. x 7 mo.)	$43,295.00
Annual maintenance fee 7/1/2016-6/30/2017	$494,825.00
Annual maintenance fee 7/1/2017-6/30/2018	$494,825.00
Annual maintenance fee 7/1/2018-6/30/2019	$494,825.00
Annual maintenance fee 7/1/2019-6/30/2020	$494,825.00
Phase 2 SUBTOTAL	**$2,028,780.00**
TOTAL EXPENDITURES UNDER THIS AGREEMENT	**$2,644,059.00**

The total expenditures amount set forth above includes all costs for the initial system analysis, setup and testing, and all annual maintenance fees if this Agreement is extended the maximum four times allowed under the Agreement.

2. ***Paragraph XII - Term of Agreement shall be amended to extend this Agreement through June 30, 2020, as follows:***

XII - Term of Agreement

A. This Agreement commences October 15, 2013 and expires June 30, 2020.

B. This Agreement may be renewed, extended or amended upon written agreement of the parties.

There are no other changes to this Agreement.

[*signature page to follow*]

5/22/2015
Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

5/21/2015
Date

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor
5/22/15
Date

TERRI SLONE, Director of Administrative Services
Nebraska Department of Labor
5/22/15
Date

EVAN LITTRELL, UI Benefits Administrator
Nebraska Department of Labor
05/22/2015
Date

KATIE S. THURBER, Legal Counsel
Nebraska Department of Labor
5/22/15
Date

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

Attendance Tracking & REA/RES Scheduler Software

THIS AGREEMENT is made and entered into on May 1, 2017 between the Nebraska Department of Labor (NDOL) and Geographic Solutions, Inc. (GSI), 1001 Omaha Circle, Palm Harbor, FL 34683.

WHEREAS, NDOL has redesigned its reemployment services program to include all Unemployment Insurance (UI) benefit claimants via original Agreement #023-0024-2014 that began on May 1, 2014; and

WHEREAS, to successfully continue these reemployment services, NDOL requires a scheduler and tracking system that interfaces with its NEworks Virtual One Stop (VOS) system, Reemployment Exchange (REX), Mobile Application, and Benefit Payment System (BPS); and

WHEREAS, GSI has proprietary software and licensing rights for the necessary Attendance Tracking and REA/RES Scheduler modules, maintenance, and hosting services, and is the only provider whose software integrates with NDOL's already purchased/installed NEworks, REX and Mobile Application modules.

NOW, THEREFORE, IT IS AGREED:

I - Services/Product to Be Provided

A. The Attendance Tracking and REA/RES Scheduler software modules are proprietary software of GSI. NDOL will acquire only those rights to use and implement the software as agreed herein. NDOL will pay the annual license fees for the use of the software.

B. In return for the payment of the annual license fees for the Attendance Tracker and REA/RES Scheduler software described herein, GSI agrees to provide priority software support and hosting services for said software.

C. The Attendance Tracking and REA/RES Scheduler software modules will:

1. Interface with NDOL's VOS, REX, Mobile Application, and UI System (BPS);
2. Provide manual or online registration of individuals for state and local events;
3. Provide functionality to schedule and track program participants per correct fund sources at state and local events;
4. Provide functionality to schedule future and recurring events, in mass;
5. Create event related, program specific participant service records for purpose of program delivery and federal reporting;

ATTACHMENT #6

6. Provide event scheduler reports for management purposes;

7. Provide event and program service results data, related to benefit eligibility requirements, to BPS;

8. Schedule and track events, including but not limited to, UI required orientation and face to face meetings;

9. Provide data to BPS to determine UI eligibility;

10. Set restrictions such as class size limits; and

11. Provide scheduling functionality for REA/RES meetings.

II - Records and Accounts

A. Access to Records. GSI shall maintain and shall permit NDOL and its federal partners access to its personnel for purposes of interviews and discussions related to such records, to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by NDOL to determine whether GSI is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized, expended appropriately, and in accordance with this Agreement. **Access shall be restricted to those documents, data and personnel relating to GSI's compliance with the terms of this agreement only and does not include the right to access proprietary information relating to the function of the RES/REA scheduler software.**

B. Patent Rights, Copyrights and Rights in Data. The RES/REA scheduler software is not subject to 29 C.F.R. 97.34 or to the "Patent Rights, Copyrights and Rights in Data" provision in the Workforce Innovation and Opportunity Act (WIOA) Assurances in *Attachment #2*. NDOL does not reserve for the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use the RES/REA scheduler software, or to authorize others to use such software, for federal government purposes. All other provisions of the WIOA Assurances apply to this Agreement.

C. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of four years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

III - Work Environment

GSI shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

IV - eVerify Statement

GSI is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. (See, *Attachment #1*).

V - Term of Agreement

A. This Agreement commences May 1, 2017 and expires April 30, 2018.

B. This Agreement may be renewed or extended for three additional one-year periods of time upon the written agreement of the parties.

VI - Amendments

A. The parties recognize that additional costs may be incurred if data preparation or significant customization is required.

B. This Agreement may be amended, to account for additional costs or otherwise, only upon written agreement of the parties.

VII - Termination

This Agreement shall terminate upon the occurrence of any or all of the following:

A. Exhaustion of designated fund.

B. Upon thirty (30) days' written notice by either party to the other.

C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.

D. Expiration of the term of the Agreement without renewal.

E. In the event of a material default or violation of the material terms of this Agreement by GSI or failure to use the funds for only those purposes set forth herein, or failure by GSI to make sufficient progress so as to endanger performance, NDOL may:

1. Suspension: After ten days' notice to GSI, suspend the Agreement and prohibit GSI from incurring additional obligations of funds, pending corrective action by or a decision to terminate.

2. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that GSI has failed to comply with the material terms and conditions of the Agreement. NDOL shall promptly notify GSI in writing of the determination and the reasons for the termination, together with the effective date. Payments made to GSI or recoveries by NDOL under terminated for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. GSI shall return to NDOL all unencumbered funds for services that have not been provided. Further, any costs previously paid by NDOL for services that have not been provided and which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

VIII - Funding / Payment

A. NDOL is not responsible for any expenses incurred by GSI in performing this Agreement including, but not limited to, travel, meals and lodging.

B. Total expenditures to NDOL under this Agreement will not exceed one hundred seventy-seven thousand and six hundred dollars ($177,600.00):

Description	NDOL's Costs
Attendance Tracking Module	
1st Year Attendance Tracking Module Annual License Fee	$19,950.00
2nd Year Attendance Tracking Module Annual License Fee	$19,950.00
3rd Year Attendance Tracking Module Annual License Fee	$19,950.00
4th Year Attendance Tracking Module Annual License Fee	$19,950.00
REA/RES Schedule Module	
1st Year REA/RES Schedule Module Annual License Fee	$24,450.00
2nd Year REA/RES Schedule Module Annual License Fee	$24,450.00
3rd Year REA/RES Schedule Module Annual License Fee	$24,450.00
4th Year REA/RES Schedule Module Annual License Fee	$24,450.00
Total Costs Paid Under This Agreement:	**$177,600.00**

C. Total expenditures set forth above include the software modules, priority software support, maintenance, and hosting services.

IX – IRS Publication 1075 Assurances

GSI ***will not*** have or be allowed access to federal tax information while performing work under this Agreement.

X - Restriction on Use of Funds

A. No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or

2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or

3. Any voter registration activity.

B. GSI assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of congress, an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, GSI shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. GSI shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements and that all sub-recipients shall certify and disclose accordingly).

C. Due to possible future reductions in state and/or federal appropriations, NDOL cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, NDOL may terminate this Agreement or reduce the consideration upon notice in writing to GSI. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. NDOL shall be the final authority as to the availability of funds. The effective date of such termination of agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, GSI may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to NDOL.

XI - Grant Proceeds

Any violation in the terms of this Agreement by GSI may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

XII - Technology Clause

GSI agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment, software and services can accommodate individuals with disabilities. Information technology products, systems and services, including data, voice and video technologies as well as information dissemination methods, will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at *http://www.nitc.state.ne.us/standards/accessibility/* and are part of the state's terms and conditions.

XIII - Strict Compliance

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written direction from a Point of Contact (POC).

XIV - Assignability

GSI shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement without written approval of NDOL that shall not be unreasonably withheld.

XV - EEO / ADA / Drug Free Workplace Provisions

GSI acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

A. GSI complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Workforce Investment Act (WIA) of 1998 (29 CFR 37) and its implementing regulations, state WIA policies, including those pertaining to reporting and union organizing [WIA §181(b)(7), 20 CFR 663.730], and to the nondiscrimination provisions set forth in the Workforce Innovation & Opportunity Act (WIOA) Assurances set forth in *Attachment #2*.

B. No person shall be discriminated against by GSI on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.

C. No person or beneficiary will be discriminated against by GSI on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIA Title I financially-assisted program or activity.

D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by GSI for which he/she receives federal financial assistance.

E. State Energy Conservation Plan. GSI recognizes mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). GSI agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 USC 1857(h)], §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of $100,000 (40 CFR 15).

F. GSI is committed to providing a drug-free workplace environment.

XVI - Merger

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

XVII – Conflict of Interest

No officer, employee, or agent of NDOL who has or will participate in the selection, the award, or the administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by NDOL.

XVIII – Debarment, Suspension or Declared Ineligible

GSI certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is GSI' affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. GSI acknowledges that suspension or debarment is cause for termination.

XIX - State Auditor

GSI understands and acknowledges that it may be subject to an examination of any of its books, accounts, vouchers, records and expenditures that are in the possession and control of NDOL by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 (Cum. Supp. 2016).

XX - Entire Agreement

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein.

XXI - Applicable Law

Parties to this Agreement shall conform to all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement.

XXII- Points of Contact (POC)

A. The parties designate the following individuals as their Points of Contact (POC):

NDOL:		
Terri Slone, Director of Administrative Services 550 South 16th Street PO Box 94600 Lincoln, NE 68509-4600	Telephone: Email:	402.471.8358 *terri.slone@nebraska.gov*
GSI:		
Paul Toomey, President 1001 Omaha Circle Palm Harbor, FL 34683-4036	Telephone: FAX: Email:	727.786.7955 727.786.5871 *ptoomey@geosolinc.com*

B. POC's shall not have the authority to amend this Agreement, unless the POC is the main signatory to the Agreement.

XXIII- Public Record Statement

This document is a public record.

XXIV- Confidentiality Statement

A. To safeguard information exchanged via this Agreement:

1. GSI is required to review and follow *Neb. Rev. Stat.* §48-612 and 20 CFR Part 603 as they apply to confidentiality of information with respect to any use or re-disclosure of information provided to them by NDOL through this Agreement.

2. Access to the information provided by this Agreement will be restricted only to authorized employees. GSI will provide NDOL with a listing of all officials (by position) with authority to request information authorized by this Agreement.

3. Information provided by this Agreement will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Any documents provided as a result of this Agreement shall not be duplicated or disseminated without prior written authority from NDOL.

5. GSI agrees to hold all information received from NDOL in a confidential manner in accordance with all applicable laws and regulations respecting the same.

6. Any records created from information provided by this Agreement will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

7. GSI will be responsible for any damages and will hold NDOL harmless from any loss should any breach of confidentiality occasioned by a GSI employee occur.

8. Unauthorized release or use of this information shall be cause for immediate termination of this Agreement.

9. GSI will permit NDOL to make on-site inspections to ensure that the requirements of applicable state and federal law, regulations, and this Agreement are being met.

C. To ensure confidentiality, GSI and NDOL agree to:

1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, GSI agrees to:

   a. Sign off computer terminals when they are not in use,

   b. Lock PC's during all non-business hours,

   c. Encrypt or password-protect confidential or sensitive files, and

   d. Store all media holding the exchanged information which contain confidential or sensitive information under lock and key.

2. Ensure that only authorized persons will have access to exchanged information.

3. Instruct that all personnel with access to the exchanged information provided by this Agreement are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.

4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

D. GSI and NDOL agree to abide by the confidentiality requirements of the WIOA Assurances set forth in *Attachment #2*.

XXV– Staffing

A. This Agreement does not create an employment relationship or establish other employment-related rights. NDOL's management shall retain all supervisory responsibility over NDOL staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to NDOL's availability, and shall, in no event, limit or restrict NDOL's ability to provide other essential services. GSI will indemnify and hold harmless NDOL for any injury GSI or GSI's employees suffer in the performance of this Agreement.

B. Personnel of GSI are not and will not be considered employees of NDOL, nor will they be under the supervision of NDOL. GSI will provide proof of workers' compensation coverage for its employees. NDOL has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of GSI. However, NDOL does reserve the right to restrict access to its premises if a problem arises.

[*signature page to follow*]

XXVI- Signature

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

6/1/2017
Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

6/2/2017
Date

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor
6-2-17
Date

TERRI SLONE, Administrative Services Director
Nebraska Department of Labor
6-2-17
Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor
6/6/17
Date

NELLIE SPANGLER, UI Director
Nebraska Department of Labor
06/05/2017
Date

THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor
06/02/2017
Date

ATTACHMENTS:
#1 – US Citizenship Attestation Form
#2 – WIOA Assurances

United States Citizenship Attestation Form

For the purpose of complying with *Neb. Rev. Stat.* §§4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☒ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: Permanent Resident #0 3941 2016, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME Paul Toomey
(first, middle, last)

SIGNATURE [signature]

DATE 6/2/2017

ATTACHMENT #1

Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at *www.das.state.ne.us*. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4-108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

ATTACHMENT #2

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967) entitled "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity" and as supplemented in US Department of Labor regulations on "Obligations of Contractors and Subcontractors" (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor's Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
  - Standard Form 424 B – Assurances - Non-Construction Programs.
  - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
  - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
  - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
  - 29 CFR Part 93 – New Restrictions on Lobbying.
  - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
  - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading "Employment and Training Administration" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of $100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran's priority provisions established in the Jobs for Veterans Act.

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

NEworks Mobile Application & Hosting Services

THIS AGREEMENT is entered into on January 1, 2014 between the Nebraska Department of Labor (NDOL) and Geographic Solutions (GEOGRAPHIC SOLUTIONS), 1001 Omaha Circle, Palm Harbor, Florida 34683.

WHEREAS, NDOL already utilizes GEOGRAPHIC SOLUTIONS software for its Virtual One Stop (VOS) known as NEworks in Nebraska; and

WHEREAS, NDOL has recently agreed to purchase GEOGRAPHIC SOLUTIONS software and licensing for its ReEmployment Exchange program (REX); and

WHEREAS NDOL desires to purchase GEOGRAPHIC SOLUTIONS' proprietary mobile application and hosting services software to enhance its NEworks Virtual One Stop software (see, *Attachments #1 and #2*); and

NOW, THEREFORE, IT IS AGREED:

I - Services/Product to Be Provided

A. NDOL agrees to purchase GEOGRAPHIC SOLUTIONS's proprietary mobile application software to enhance NDOL client job searches via mobile device. Said mobile application is specifically designed for smaller handheld devices with small screens to make viewing content easier.

B. GEOGRAPHIC SOLUTIONS agrees that the mobile application is compliant with iPhones, iPads (requiring iOS 6.0 or later), and Android operating systems.

C. GEOGRAPHIC SOLUTIONS agrees that any state or local workforce board will be able to publish its specific application to the Apple Store for download.

D. GEOGRAPHIC SOLUTIONS will provide the mobile software application and hosting services, custom branded for NDOL and accessible by job seekers through the iTunes Store.

E. GEOGRAPHIC SOLUTIONS agrees that its functionality will include:

1. The ability to search for jobs by keyword and location (either by city/state or ZIP code),

2. Filter search results by occupation,

3. Expand a job listing to review position details,

ATTACHMENT #7

4. Apply for jobs,

5. Map a job's location

6. Share job search activity via email or social media site (i.e., Twitter, Facebook, etc.).

7. Upon completion of the installation of the GEOGRAPHIC SOLUTIONS' reemployment exchange (REX) system recently purchased by NDOL, the ability of a claimant for unemployment benefits administered by the NDOL to make a weekly certification of eligibility for unemployment benefits.

F. GEOGRAPHIC SOLUTIONS' mobile application will provide the following benefits for NDOL client users:

1. Customized landing pages specific to any state or local workforce investment board,

2. Job listings aggregated from more than 16,000 websites, accessible 24/7/365,

3. Seamless integration of data from any smartphone with the databases used for NDOL's Virtual One Stop,

4. Automatically track services an individual receives and immediately store that information in the Virtual One Stop database,

5. Reports can be run by NDOL staff of any mobile application activity from any Virtual One Stop location,

6. Direct interface with social media, including Twitter and Facebook.

7. Upon completion of the installation of the GEOGRAPHIC SOLUTIONS' REX software system recently purchased by NDOL, allow a claimant for unemployment benefits under an unemployment program administered by NDOL to utilize all mobile application functions available in REX, including but not limited to, make a weekly certification of eligibility for unemployment benefits.

G. Once the application is launched on a mobile device, users may navigate from the menu, to include:

1. Job Search

2. Jobs Near Me

3. Previous Search

4. Previously Viewed

5. Favorites

6. Settings

7. Upon completion of the installation of the GEOGRAPHIC SOLUTIONS' REX software system recently purchased by NDOL, allow a claimant for unemployment benefits under an unemployment program administered by NDOL, utilizing all mobile application functions available in REX, including but not limited to, filing a weekly certification of eligibility for unemployment benefits.

8. Contact Us

H. System Functionality. The user may choose from the following features:

1. Job Search. After the landing page launches, the first screen users are presented with is the Job Search screen. Users may conduct job searches by keyword or company name within a city, ZIP code, or by the mobile user's current location. Clicking the current location icon allows the module to pinpoint the user's exact location.

2. Jobs Near Me. This application will present the user with a map, notated with color-coded pins. Users may click and drag the map around to view alternative locations. Functionality allows users to further filter results by occupational industry.

3. Job Details Screen. Once a pin is clicked, users are shown the full details. From there, they may apply to, map, share, save, or email their selected job.

   When a user selects a job to view, he/she is given the jobs source, salary, description, posting date, and opportunity to share the job with others via email, Facebook, or Twitter. Users will have the ability to save the job to their favorites list.

   At the bottom of the job details, users can find a map detailing the exact location of the company. Once a user clicks on the star logo, the job is saved to the user's favorites list for easy access. Previously run searches and previously viewed jobs are also accessible through the main menu.

4. Upon completion of the installation of the GEOGRAPHIC SOLUTIONS' REX software system recently purchased by NDOL, allow a claimant for unemployment benefits under an unemployment program administered by NDOL to utilize all mobile application functions available in REX, including but not limited to, filing a weekly certification of eligibility for unemployment benefits.

II - Priority of Contract Documents

Unless otherwise specifically stated in an amendment to this Agreement, in case of any conflict between the incorporated documents, the document shall govern in the following order of preference with "A" receiving preference over all other documents and with each lower numbered document having preference over any higher number document:

A. Amendments to this Agreement with the latest dated amendment having the highest priority.

B. This Agreement.

C. Attachments to this Agreement.

III - Access to Premises

Access to premises is limited to normal business hours of NDOL. NDOL reserves the right to limit access to any individual interfering with NDOL's normal business operations.

IV - Records and Accounts

A. Access to Records. GEOGRAPHIC SOLUTIONS shall maintain and shall permit the NDOL and its federal partners access to its personnel for purposes of interviews and discussions related to such records, to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by NDOL to determine whether GEOGRAPHIC SOLUTIONS is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized, expended appropriately, and in accordance with this Agreement. **Access shall be restricted to those documents, data and personnel relating to GEOGRAPHIC SOLUTIONS's compliance with the terms of this Agreement only and does not include the right to access proprietary information relating to the function of the REX software.**

B. Patent Rights, Copyrights and Rights in Data. REX software and coding is a proprietary pre-existing privately funded product of GEOGRAPHIC SOLUTIONS to which NDOL does not purchase any rights to the copyright in the REX software. The REX software is not subject to 29 CFR 97.34, NDOL does not reserve for the Federal Government or receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use the REX software, or to authorize others to use such software, for federal government purposes.

C. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of four years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later

V - Work Environment

GEOGRAPHIC SOLUTIONS shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

VI - E-Verify Statement

GEOGRAPHIC SOLUTIONS is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within

the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

VII - Funding / Payment

A. For said services, the NDOL agrees to pay to GEOGRAPHIC SOLUTIONS the amounts set forth in *Attachments #1 and #2* at the times and subject to the conditions set forth in said Attachments.

B. NDOL will not be responsible for any expenses incurred by GEOGRAPHIC SOLUTIONS in performing this Agreement, including but not limited to travel, meals and lodging.

C. Total expenditures under this Agreement will not exceed one hundred twenty one thousand nine hundred and fifty dollars ($121,950.00).

VIII - IRS Publication 1075 Assurances

GEOGRAPHIC SOLUTIONS ***will not*** have or be allowed access to federal tax information while performing work under this Agreement.

IX - Restriction on Use of Funds

A. No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or

2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or

3. Any voter registration activity.

B. GEOGRAPHIC SOLUTIONS assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of congress, an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, GEOGRAPHIC SOLUTIONS shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. GEOGRAPHIC SOLUTIONS shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements and that all sub-recipients shall certify and disclose accordingly).

C. Due to possible future reductions in state and/or federal appropriations, the NDOL cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the NDOL may terminate this Agreement or reduce the consideration upon notice in writing to GEOGRAPHIC SOLUTIONS. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The NDOL shall be the final authority as to the availability of funds. The effective date of such termination of agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, GEOGRAPHIC SOLUTIONS may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the NDOL.

X - Grant Proceeds

Any violation in the terms of this Agreement by GEOGRAPHIC SOLUTIONS may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

XI - Technology Clause

GEOGRAPHIC SOLUTIONS agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment, software and services can accommodate individuals with disabilities. Information technology products, systems and services, including data, voice and video technologies as well as information dissemination methods, will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at *http://www.nitc.state.ne.us/standards/accessibility/* and are part of the state's terms and conditions.

XII - Term of Agreement

A. This Agreement commences January 1, 2014 and expires April 30, 2015.

B. This Agreement may be renewed, extended or amended upon written agreement of the parties.

XIII - Termination

This Agreement shall terminate upon the occurrence of any or all of the following:

A. Exhaustion of designated fund.

B. Upon thirty (30) days' written notice by either party to the other.

C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.

D. Expiration of the term of the Agreement without renewal.

E. In the event of a material default or violation of the material terms of this Agreement by GEOGRAPHIC SOLUTIONS or failure to use the funds for only those purposes set forth herein, or failure by GEOGRAPHIC SOLUTIONS to make sufficient progress so as to endanger performance, NDOL may:

1. Suspension: After ten days' notice to GEOGRAPHIC SOLUTIONS, suspend the Agreement and prohibit GEOGRAPHIC SOLUTIONS from incurring additional obligations of funds, pending corrective action by or a decision to terminate.

2. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that GEOGRAPHIC SOLUTIONS has failed to comply with the material terms and conditions of the Agreement. NDOL shall promptly notify GEOGRAPHIC SOLUTIONS in writing of the determination and the reasons for the termination, together with the effective date. Payments made to GEOGRAPHIC SOLUTIONS or recoveries by NDOL under terminated for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. GEOGRAPHIC SOLUTIONS shall return to NDOL all unencumbered funds for services that have not been provided. Further, any costs previously paid by NDOL for services that have not been provided and which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

XIV - Strict Compliance

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written direction from an authorized representative.

XV - Assignability

GEOGRAPHIC SOLUTIONS shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement without written approval of NDOL that shall not be unreasonably withheld.

XVI - EEO / ADA / Drug Free Workplace Provisions

GEOGRAPHIC SOLUTIONS acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

A. GEOGRAPHIC SOLUTIONS complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Workforce Investment Act of 1998 (29 CFR 37) and its implementing regulations, and state WIA policies, including those pertaining to reporting and union organizing [WIA §181(b)(7), 20 CFR 663.730].

B. No person shall be discriminated against by GEOGRAPHIC SOLUTIONS on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.

C. No person or beneficiary will be discriminated against by GEOGRAPHIC SOLUTIONS on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIA Title I financially-assisted program or activity.

D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by GEOGRAPHIC SOLUTIONS for which he/she receives federal financial assistance.

E. State Energy Conservation Plan. GEOGRAPHIC SOLUTIONS recognizes mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). GEOGRAPHIC SOLUTIONS agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 USC 1857(h)], §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, sub-contracts, and sub-grants in excess of $100,000 (40 CFR 15).

F. GEOGRAPHIC SOLUTIONS is committed to providing a drug-free workplace environment.

XVII - Merger

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

XVIII - Conflict of Interest

No officer, employee, or agent of NDOL who has or will participate in the selection, the award, or the administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts

to the Agreement. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by NDOL.

XIX - Debarment, Suspension or Declared Ineligible

GEOGRAPHIC SOLUTIONS certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is GEOGRAPHIC SOLUTIONS' affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. GEOGRAPHIC SOLUTIONS acknowledges that suspension or debarment is cause for termination.

XX - Entire Agreement

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein.

XXI - Applicable Law

Parties to this Agreement shall conform to all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement.

XXII - Authorized Representatives

A. The parties hereto expressly agree that for the purposes of notice, during the term of this Agreement, and for any period applicable to the terms expressed herein, designate the following named individuals to be authorized representatives of the parties:

NDOL:		
Joan Modrell, Director Office of Employment & Training 550 South 16th Street PO Box 94600 Lincoln, NE 68509-4600	Telephone: Email:	402.471.9948 *joan.modrell@nebraska.gov*
GEOGRAPHIC SOLUTIONS:		
Paul Toomey, President 1001 Omaha Circle Palm Harbor, FL 34683-4036	Telephone: FAX: Email:	727.786.7955 727.786.5871 *ptoomey@geosolinc.com*

B. The parties' authorized representatives do not have the authority to amend this Agreement.

XXIII - Public Record Statement

This document is a public record.

XXIV - Confidentiality Statement

A. To safeguard information exchanged via this Agreement:

1. GEOGRAPHIC SOLUTIONS is required to review and follow *Neb. Rev. Stat.* §48-612 and 20 CFR Part 603 as they apply to confidentiality of information with respect to any use or re-disclosure of information provided to them by NDOL through this Agreement.

2. Access to the information provided by this Agreement will be restricted only to authorized employees. GEOGRAPHIC SOLUTIONS will provide NDOL with a listing of all officials (by position) with authority to request information authorized by this Agreement.

3. Information provided by this Agreement will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Any documents provided as a result of this Agreement shall not be duplicated or disseminated without prior written authority from NDOL.

5. GEOGRAPHIC SOLUTIONS agrees to hold all information received from NDOL in a confidential manner in accordance with all applicable laws and regulations respecting the same.

6. Any records created from information provided by this Agreement will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

7. GEOGRAPHIC SOLUTIONS will be responsible for any damages and will hold NDOL harmless from any loss should any breach of confidentiality occasioned by a GEOGRAPHIC SOLUTIONS employee occur.

8. Unauthorized release or use of this information shall be cause for immediate termination of this Agreement.

9. GEOGRAPHIC SOLUTIONS will permit NDOL to make on-site inspections to ensure that the requirements of applicable state and federal law, regulations, and this Agreement are being met.

B. To ensure confidentiality, GEOGRAPHIC SOLUTIONS and NDOL agree to:

1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, GEOGRAPHIC SOLUTIONS agrees to:

a. Sign off computer terminals when they are not in use,

b. Lock PC's during all non-business hours,

c. Encrypt or password-protect confidential or sensitive files, and

d. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.

2. Ensure that only authorized persons will have access to exchanged information.

3. Instruct that all personnel with access to the exchanged information provided by this Agreement are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.

4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XXV – Staffing

A. This Agreement does not create an employment relationship or establish other employment-related rights. NDOL's management shall retain all supervisory responsibility over NDOL staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to NDOL's availability, and shall, in no event, limit or restrict NDOL's ability to provide other essential services. GEOGRAPHIC SOLUTIONS will indemnify and hold harmless the NDOL for any injury GEOGRAPHIC SOLUTIONS or GEOGRAPHIC SOLUTIONS's employees suffer in the performance of this Agreement.

B. Personnel of GEOGRAPHIC SOLUTIONS are not and will not be considered employees of NDOL, nor will they be under the supervision of NDOL. GEOGRAPHIC SOLUTIONS will provide proof of workers' compensation coverage for its employees. NDOL has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of GEOGRAPHIC SOLUTIONS. However, NDOL does reserve the right to restrict access to its premises if a problem arises.

[*signature page to follow*]

XXVI - Signature

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

12.20.13
Date

CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

12/11/2013
Date

PAUL TOOMEY, President
Geographic Solutions, Inc. (FEIN #59-3217769)

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor
12-16-13
Date

TERRI SLONE, Director, Administrative Services
Nebraska Department of Labor
12/20/13
Date

JOAN MODRELL, E&T Administrator
Nebraska Department of Labor
12/18/13
Date

RONALD JOYCE, UI Benefits Administrator
Nebraska Department of Labor
12/20/13.
Date

JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor
12/19/13
Date

Attachments:
#1 – Hosting Quotation
#2 – Software Quotation

Geographic Solutions

1001 Omaha Circle Palm Harbor, Florida 34683
(727) 786-7955 Fax (727) 786-5873

Hosting Quotation

Date: October 21, 2013

To: State of Nebraska, Department of Labor
550 South 16th St
Lincoln, NE 68508
Attn. Joan Modrell

Description	Four Month Cost 1/1/14-4/30//14	Annual Cost 5/1/14-4/30/15
FULL HOSTING FOR NEWORKS. Clustered Dell PowerEdge R900's (Active\Passive) 4 Quad Core E7340 Xeon 2.4 Ghz Processors 64GB Memory dell EMC CX3-80 Storage Area Network \ Raid 10 \ Optimized for SQL Server - 75GB disk space allocated for this project. 15 to 30 minute replication, nightly backup, Full UPS, T3 Service with shadow, Guaranteed roll over to our backup hosting facility in case of disaster.	$24,000.00	$72,000.00*

*Hosting includes current NEworks Workforce and Labor Market Information system. REX modules can be added at no additional hosting cost. Hosting price can be locked in for up to three additional years.

Note
ALL PRICING IS CONFIDENTIAL
All Pricing is valid through 4/1/2014

Onsite training is available at additional cost.
A complete list and a full description of the proposed modules and components are available upon request.

THANK YOU FOR THE OPPORTUNITY!

Chg to:
CC 2000 (E&T)
BU 23200712 48.48%
23200372 37.41%
23200041 10.23%
CC 4100 (LMI) - 3.88%
BU See attached mail for breakout.

10/23/13

ATTACHMENT #1

Modrell, Joan

From: Baker, Phil
Sent: Wednesday, October 23, 2013 8:46 AM
To: Modrell, Joan
Subject: RE: GEO Costs

The percent's still look good. This is the list with the updated Business Units codes. Looks like you got them down to a more reasonable cost. Way to go!!! Thanks. When I am ready to get a new car can I get you to do the negotiation on the price??
23400014 5%
23400024 10%
23400034 25%
23400044 10%
23400072 50%

From: Modrell, Joan
Sent: Tuesday, October 22, 2013 4:05 PM
To: Baker, Phil
Subject: GEO Costs

Hi Phil, The cost for the GEO hosting will be broken out using the same allocation that we use for maintenance. Here is what I have from the last invoice of how you wanted the LMI portion charged to:

23400012 5%
23400022 10%
23400032 25%
23400042 10%
23400072 50%

The annual cost for hosting is $72,000. Your portion at 3.88% will be around $2,793.60. Any changes to business units or percentages? Thanks!

Joan Modrell
Director, Office of Employment & Training
Nebraska Workforce Development-Dept of Labor | 550 S. 16th St. | Lincoln, NE 68520
☎: 402.471.9948 | Cell: 402.525.3933 | ✉: joan.modrell@nebraska.gov

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Geographic Solutions

1001 Omaha Circle, Palm Harbor, Florida 34683
(727) 786-7955 Fax (727) 786-5871

Service Description

GEOGRAPHIC SOLUTIONS FULL HOSTING: Two Dell PowerEdge 1850 web servers w/dual Intel Xeon processors and 2GB RAM in a web farm, two Dell PowerEdge 6850 x64 SQL Servers w/Quad Intel Xeon processors w/64GB RAM in active/Passive Windows Cluster for full failover server redundancy. Dell EMC Cx380 \ Raid 10 \ Storage Area Network (SAN) optimized for SQL Server. A separate reports database server is used to remove high overhead reporting activity from all other production activity. Continuous capacity planning is used to determine the disk space allocated for this project. The storage array is expandable to account for growth which is normally 3-5% monthly. Every 15-30 minutes the transaction data is transferred from our hosting facility to a remote backup facility along with nightly full database backups to magnetic tape. Power backup includes APC Symmetra LX1600 Battery Backup systems with 100KW generator backup that automatically powers the building in the event redundant commercial power feeds fail. Redundant T3 network connections from separate providers. Hosting environments include multiple systems for: UAT, Staging, Training, and Production.

Geographic Solutions Virtual OneStop Hosting
Service Level Agreement Summary

Service	Level
Hosting Environments	Production, Staging, User Acceptance Testing (UAT), Training, Reporting
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% availability of servers for transactions exclusive of scheduled maintenance*.
Response Time At Server	An average response time of 1-3 seconds for basic transactions such as insert, update, delete and queries from a single table. An average response time of 5-25 seconds for complex transactions such as multiple table updates and queries involving complex join and search conditions. An average response time between 5-200 seconds 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 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.
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 75,000 unique users a day.
Available Disk Space	75 Gigabytes of disk space will be available for this project. Continuous capacity planning is used to determine the disk space allocated for this project.
Data Replication	Critical customer data will be replicated every 15 to 30 minutes.

Service	Level
System Recovery	Upon critical hardware failure web site will be back in production within 120 minutes*.
Technical Support	Technical support will be provided on a 24/7/365 basis for Level 1 incidents. Level 1 incidents are issues that prevent user access to the web site and will be responded to immediately. For all other issues technical support will be provided from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled holidays. Response times for incidents other than Level 1 will depend on the client's priority and the complexity of the issue. Geographic Solutions will take action on any support issue raised by the customer within forty-eight (48) hours. This period does not include weekends and holidays. A response will normally occur in significantly less than forty-eight (48) hours. The customer will be able to report incidents via phone, fax, email or via the Intranet. A Level 1 issue must be reported via telephone to insure immediate response.
System Monitoring	All hosting equipment is monitored by technical staff for problems on a 24/7/365 basis. Software is actively monitored for error generation from 8:00 a.m. to 5:30 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled holidays.
Security of Data Facilities	Entry to the Geographic Solutions data center supporting database operations is controlled by uniquely assigned serial numbered Key FOBs. All entry events are logged automatically, recorded and retained as the record of entry. Access to systems development staff offices, telephone wiring closets, computer machine rooms, network switching rooms, and other work areas containing customer data and information are physically restricted.

*This does not include any failure or deficiency of web site availability caused by or associated by circumstances beyond Geographic Solutions' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor

disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, DNS issues outside the direct control of Geographic Solutions , issues with FTP, POP, IMAP, or SMTP customer access, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this Service Level Agreement.

Geographic Solutions

Software Quotation

Date: October 21, 2013

To: Ms. Joan Modrell, Director, Office of Employment & Training
State of Nebraska Workforce Development - DOL
550 South 16th St.
Lincoln, NE 68520

Area to be served: State of Nebraska

Note:
All pricing is confidential.

All pricing is valid though 4/1/2014.

Additional costs will be incurred if data preparation or significant customization is required.

A complete list and full description of the proposed modules and components is available upon request.

Onsite training is available at additional cost.

ATTACHMENT #2

Proposed Software Modules	Description	One Time Implementation Fee	Four Month Fee 1/1/14-4/30/14	Annual License Fee 5/1/14-4/30/15	Estimated Time to Implement
MOBILE APPLICATION: **Job Search** application for mobile phone users. Application is custom branded for client, and accessible by job seekers through the iTunes Store. Functionality includes the ability to search for jobs, map jobs by current location, share jobs with national social media sites, and apply for jobs.	Annual software license, including initial set-up and configuration, priority software support, maintenance and hosting.	$9,490.00	$4,162.50	$49,950.00*	30 days

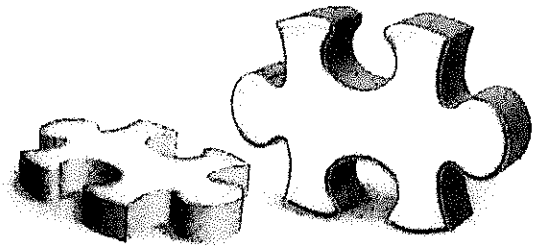
*Annual fee can be locked in for up to three additional years.

Chg to CC 2000
BU 2320112 1

10/22/13

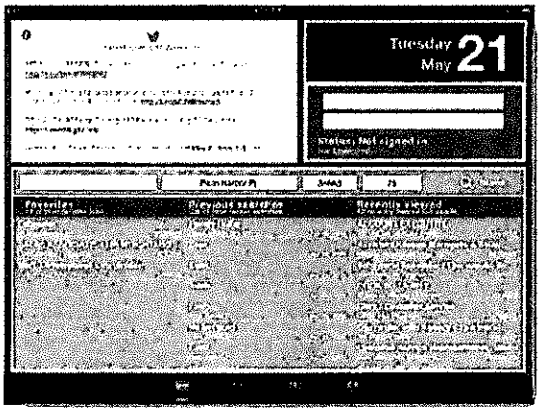
Geographic **Solutions**
Building Integrated Workforce Development Systems

Taking the Traditional Job Search Process To a Whole New Level



The *Virtual OneStop Mobile App* module has aligned itself with the public's acceptance of new and cutting-edge technology and conceptualized a direct response to the ways that people want to search for a job. While job seekers may have limited access to computers, they typically are not without access to their cellular devices.

The mobile app includes the ability for users to search for jobs via keyword and by location (either city/state or ZIP code). Job seekers may also filter results by occupation and further expand a job listing to review position details, apply to the job, map its location and even share their job search activity to an email or a social media site (i.e. Twitter, Facebook).



Main Screen view

The Virtual OneStop Mobile App provides the following benefits:

- Customized landing pages specific to any states or local WIB.
- Job listings aggregated from more than 16,000 websites, accessible 24/7/365!
- The Mobile App will seamlessly integrate the data from the smart phone with the database used for *Virtual OneStop.*
- The Mobile App is unique in that it can automatically track services that an individual receives and immediately stores them in the *Virtual OneStop* database.
- Staff can run reports of Mobile app activity any Virtual OneStop site.
- The Mobile App will directly interface with social media including Facebook and Twitter.

The app was designed specifically for smaller handheld devices with smaller screens, as it easier to view content when the site designed specifically for handheld device navigation, as opposed to adapting to a site designed to be accessed on a regular computer.

The component is currently compliant with iPhones and iPads, and will soon be available for the Android operating system. For Apple products, the app does require iOS 6.0 or later. Any state or local workforce board can publish their specific app to the Apple Store for download.

Putting the Mobile App to Work

Mobile App Menu

Once the mobile app is launched, users may navigate to the Menu in the top left hand corner of the screen. Once selected, the menu will expand to reveal available job search features such as:

- ✓ Job Search
- ✓ Jobs Near Me
- ✓ Previous Search
- ✓ Previously Viewed
- ✓ Favorites
- ✓ Settings
- ✓ Contact Us

SYSTEM FUNCTIONALITY

Job Search

After the landing page launches, the first screen that users are presented with is the Job Search screen. Users may conduct job searches by keyword or company name within a city, ZIP code, or by the mobile user's current location. Clicking the current location icon allows the module to pinpoint the user's exact location.



Job Near Me Search Criteria

Should the user click the 'Use Your Current Location' icon, the app will present the user with a Jobs Near Me map notated with color coded pins. Users may click and drag the map around to view alternative locations. Functionality allows users to further filter results by occupational industry.



Job Details Screen

Once a pin is clicked, users are shown the full details. From there, they may apply to, map, share, save, or email their selected job.

When a user selects a job to view, they are given the jobs source, salary, description, posting date, and the opportunity to share the job with others via email, Facebook, or Twitter. They also have the ability to save the job to their favorites list.

At the bottom of the job details, users can find a map detailing the exact location of the company.
Once a user clicks on the star logo, the job is saved to the user's favorites list for easy access.
Previously run searches and previously viewed jobs are also accessible through the main menu.



Geographic Solutions, Inc. is the nation's leading provider of software solutions for workforce development, employment, and training. We have developed state-of-the-art systems for employment and workforce development agencies in more than 30 states. Our software is available to over 75% of job seekers and employers in the country.

www.geographicsolutions.com | info@geosolinc.com | toll-free 888-710-4867

© 2010 Geographic Solutions, Inc. | 1001 Omaha Circle | Palm Harbor, FL 34683

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

NEworks Mobile Application & Hosting Services

THE AGREEMENT entered into on January 1, 2014 between the Nebraska Department of Labor (NDOL) and Geographic Solutions (GEOGRAPHIC SOLUTIONS), 1001 Omaha Circle, Palm Harbor, Florida 34683, is amended as follows:

1. As set forth in *Attachments #1-#2* of this Agreement, paragraph "VII - Funding / Payment" is amended to include all application and hosting costs agreed to between the parties for the three-year term of this Agreement, as follows:

VII - Funding / Payment

A. For said services, the NDOL agrees to pay to GEOGRAPHIC SOLUTIONS the amounts set forth in *Attachments #1 and #2* at the times and subject to the conditions set forth in said Attachments.

B. NDOL will not be responsible for any expenses incurred by GEOGRAPHIC SOLUTIONS in performing this Agreement, including but not limited to travel, meals and lodging.

C. Total expenditures under this Agreement will not exceed four hundred three thousand five hundred and two dollars and fifty cents ($403,502.50):

Expenditure	Amount
Hosting (see *Attachment #1*)	
1/1/2014 - 4/30/2014 one-time fee	24,000.00
5/1/2014 - 4/30/2015 annual fee	72,000.00
5/1/2015 - 4/30/2016 annual fee	72,000.00
5/1/2016 - 4/30/2017 annual fee	72,000.00
Mobile Application (see *Attachment #2*)	
One-time implementation fee	9,490.00
1/1/2014-4/30/2014 fee	4,162.50
5/1/2014 - 4/30/2015 annual license fee	49,950.00
5/1/2015 - 4/30/2016 annual license fee	49,950.00
5/1/2016 - 4/30/2017 annual license fee	49,950.00
TOTAL FEES:	**$403,502.50**

2. Paragraph "XII - Term of Agreement" is amended as follows:

XII - Term of Agreement

A. This Agreement commences January 1, 2014 and expires April 30, 2017.

B. This Agreement may be renewed, extended or amended upon written agreement of the parties.

3. There are no other changes to this Agreement.

2/7/14
Date

CATHERINE D. LANG, Commissioner
Nebraska Department of Labor

1/23/2013
Date

PAUL TOOMEY, President
Geographic Solutions, Inc. (FEIN #59-3217769)

REVIEWED AND APPROVED:

DEBBIE KAY WARD, Controller
Nebraska Department of Labor
1-27-14
Date

TERRI SLONE, Director, Administrative Services
Nebraska Department of Labor
1/27/14
Date

JOAN MODRELL, E&T Administrator
Nebraska Department of Labor
1/28/14
Date

RONALD JOYCE, UI Benefits Administrator
Nebraska Department of Labor
2/27/14
Date

JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor
1-27-14
Date

2nd AMENDMENT To AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR
And GEOGRAPHIC SOLUTIONS, INC.

NEworks Mobile Application & Hosting Services

THE AGREEMENT entered into on January 1, 2014 (as amended) between the Nebraska Department of Labor (NDOL) and Geographic Solutions (GEOGRAPHIC SOLUTIONS), 1001 Omaha Circle, Palm Harbor, Florida 34683, is extended through April 30, 2020.

There are no other changes to this Agreement.

4/10/2017
Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

4/6/2017
Date

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor
4/6/17
Date

TERRI SLONE, Admin. Svcs. Director
Nebraska Department of Labor
4/7/17
Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor
4/6/17
Date

EVAN LITTRELL, UI Benefits Director
Nebraska Department of Labor
4/6/17
Date

THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor
04/10/2017
Date

Software Quotation

Date: June 19, 2017

To: Ms. Terri Slone
State of Nebraska, Department of Labor
550 South 16th St
Lincoln, NE 68508

Area to be served: State of Nebraska

Note: All pricing is confidential.

All pricing is valid though 9/1/2017.

Additional costs will be incurred if data preparation or significant customization is required.

A complete list and full description of the proposed modules and components is available upon request.

Onsite training is available at additional cost.

ATTACHMENT #8

Geographic Solutions Unemployment Benefits System (GUS)

Proposed Software Modules	Description	One Time Implementation Fee	Annual License Fee	Estimated Time to Implement
GUS Benefits and Appeals System • UI Claimant Management Module • UI Employer Management Module • Manage Disaster Unemployment Assistance Program (DUA) • Manage Short Time Compensation Program (STC): • Manage Mass Layoffs Program • Manage Workflow – Work Items • Appeals Management Module • Audit Management Module • Trade Readjustment Allowance Program (TRA/ATAA) Claim Management Module • Document Management	Annual software license, including initial set-up and configuration, priority software support, maintenance and hosting.	$3,445,825.00	$1,498,800.00	Phase 1 18-24 months
GUS Tax System • Tax Management Module • Tax Appeals Management Module • Trust Fund Accounting Module	Annual software license, including initial set-up and configuration, priority software support, maintenance and hosting.	$1,549,500.00	$990,000.00	Phase 2 12-18 months

Software Quotation

Date: June 19, 2017

To: Ms. Terri Slone
State of Nebraska, Department of Labor
550 South 16th St
Lincoln, NE 68508

Area to be served: State of Nebraska

Note: All pricing is confidential.

All pricing is valid though 9/1/2017.

Additional costs will be incurred if data preparation or significant customization is required.

A complete list and full description of the proposed modules and components is available upon request.

Onsite training is available at additional cost.

ATTACHMENT #9

Geographic Solutions Proposed 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
Spanish Translation Module*	$19,950.00	$18,952.00	$18,952.00	$18,952.00	$18,952.00	$18,952.00	$18,952.00
Eligible Training Providers List*	$29,900.00	$28,405.00	$28,405.00	$28,405.00	$28,405.00	$28,405.00	$28,405.00
VOS Workforce Case Management and Reporting System*	$249,861.00	$237,368.00	$237,368.00	$237,368.00	$237,368.00	$237,368.00	$237,368.00
ReEmployment Exchange (REX)*	$494,825.00	$470,084.00	$470,084.00**	$0.00	$0.00	$0.00	$0.00
Attendance Tracking and REA/RES Scheduler*	$44,400.00	$42,180.00	$42,180.00	$42,180.00	$42,180.00	$42,180.00	$42,180.00
Mobile Application and Hosting Services*	$121,750.00	$115,663.00	$115,663.00	$115,663.00	$115,663.00	$115,663.00	$115,663.00
Geographic Solutions Unemployment System (GUS) Benefits and Appeals****	$0.00	$3,445,825.00 Initial Setup Fee	$1,498,800.00***	$1,498,800.00	$1,498,800.00	$1,498,800.00	$1,498,800.00
GUS Tax System****	$0.00	$0.00	$1,549,500.00 Initial Setup Fee	$990,000.00***	$990,000.00	$990,000.00	$990,000.00

*Current contract to be discounted 5%.

**Remaining months of annual fee will be refunded upon Benefits and Appeals system go live.

***Annual fee prorated based on the number of months the system is live.

****Benefits and Appeals will be Phase 1, tax will be Phase 2 starting upon Benefits and Appeals system go live.

Optional Additional Annual Renewals

Software Description	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Spanish Translation Module	$18,952.00	$18,952.00	$18,952.00	$18,952.00	$18,952.00
Eligible Training Providers List	$28,405.00	$28,405.00	$28,405.00	$28,405.00	$28,405.00
VOS Workforce Case Management and Reporting System	$237,368.00	$237,368.00	$237,368.00	$237,368.00	$237,368.00
ReEmployment Exchange (REX)	$0.00	$0.00	$0.00	$0.00	$0.00
Attendance Tracking and REA/RES Scheduler	$42,180.00	$42,180.00	$42,180.00	$42,180.00	$42,180.00
Mobile Application and Hosting Services	$115,663.00	$115,663.00	$115,663.00	$115,663.00	$115,663.00
Geographic Solutions Unemployment System (GUS) Benefits and Appeals	$1,498,800.00	$1,498,800.00	$1,498,800.00	$1,498,800.00	$1,498,800.00
GUS Tax System	$990,000.00	$990,000.00	$990,000.00	$990,000.00	$990,000.00



Publication 1075

Tax Information Security Guidelines For Federal, State and Local Agencies

Safeguards for Protecting Federal Tax Returns and Return Information



ATTACHMENT #10



Exhibit 4 Sanctions for Unauthorized Disclosure

IRC SEC. 7213 UNAUTHORIZED DISCLOSURE OF INFORMATION

(a) RETURNS AND RETURN INFORMATION

(1) FEDERAL EMPLOYEES AND OTHER PERSONS – It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) STATE AND OTHER EMPLOYEES—It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)] acquired by him or another person under subsection (d), (i)(3)(B)(i), (1)(6), (7), (8), (9), (10), (12), (15) or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(3) OTHER PERSONS – It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b)] is disclosed in an manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(4) SOLICITATION – It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in 6103(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(5) SHAREHOLDERS – It shall be unlawful for any person to whom return or return information [as defined in 6103(b)] is disclosed pursuant to the provisions of 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

ATTACHMENT #1

IRC SEC. 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

(a) PROHIBITIONS

(1) FEDERAL EMPLOYEES AND OTHER PERSONS – It shall be unlawful for

(A) any officer or employee of the United States, or
(B) any person described in section 6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information.

(2) STATE AND OTHER EMPLOYEES – It shall be unlawful for any person [not described in paragraph (l)] willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).

(b) PENALTY

(1) IN GENERAL – Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding $1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) FEDERAL OFFICERS OR EMPLOYEES – An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) DEFINITIONS – For purposes of this section, the terms “inspect” “return” and “return information” have respective meanings given such terms by section 6103(b).

Exhibit 5 Civil Damages for Unauthorized Disclosure

IRC SEC. 7431 CIVIL DAMAGES FOR UNAUTHORIZED INSPECTION OR DISCLOSURE OF RETURNS AND RETURN INFORMATION.

(a) In general

(1) Inspection or Disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104 (c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure-

(1) which results from good faith, but erroneous, interpretation of section 6103, or
(2) which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of –

(1) the greater of –

(A) $1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of –

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the cost of the action.

ATTACHMENT #2

(d) Period for Bringing Action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of Unlawful Inspection and Disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of –

(1) paragraph (1) or (2) of section 7213 (a),

(2) section 7213A (a), or

(3) subparagraph (B) of section 1030(a)(2) of Title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms “inspect”, “inspection”, “return” and “return information” have the respective meanings given such terms by section 6103 (b).

(g) Extension to information obtained under section 3406

For purposes of this section –

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103.

For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 6311 (e).

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

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that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information,

the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds**.**

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at *www.das.state.ne.us*. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4-108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

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Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967) entitled "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity" and as supplemented in US Department of Labor regulations on "Obligations of Contractors and Subcontractors" (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor's Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
  - Standard Form 424 B – Assurances - Non-Construction Programs.
  - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
  - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
  - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
  - 29 CFR Part 93 – New Restrictions on Lobbying.
  - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions.
  - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate**.**

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading "Employment and Training Administration" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of $100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran's priority provisions established in the Jobs for Veterans Act.

Deliverables for UI Benefits/Appeals and UI Tax Modules

Agreement Between GSI and NDOL (023-0044-2017)

Inception Phase

Project Kickoff Meeting
Requirements and Configuration Meeting
Project Management Plan
Project Schedule
Risk Management Plan
Change Management Plan
Quality Management Plan
Communication Management Plan
Data Conversion and Migration Plan
Weekly Status Reports

Analysis and Design Phase

Joint Application Design Meetings
Requirements Traceability Matrix
Data Conversion and Migration Plan
Gap Analysis Results
Project Schedule/WBS
Functional Design Specifications
Weekly Status Reports

Contruction Phase

Final Data Conversion and Migration Plan
Project Schedule
Disaster Recovery and Business Continuity Plan
System Security Plan
Training Plan
Data Dictionary
System Design Specifications
System Interfaces
System Documentation
Weekly Status Reports
Data Conversion Scripts
Perform Testing
System Test Results
UAT Site
Deploy Releases to UAT Environment
UAT Status Reports
Successful UAT Tests Results
UAT Complete
Implementation Plan

Transition Phase

Training Materials
Conduct Training
User Manuals
Systems Administration Manual
Shutdown Legacy System
Extract Legacy Data
Successful execution of the Data Conversion and Migration Plan
Successful execution of Test Plan
Solution implemented in Production
Weekly Status Reports

Post Implementation Phase

Solution Maintenance and Support Plan
Provide Ongoing Maintenance and Support