Contract 77675 04

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PROCUREMENT

NINTH AMENDMENT
To
AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR
And
GEOGRAPHIC SOLUTIONS, INC.
COMBINED UI and RES Program Technology Systems

This Ninth amendment with an effective date of July 1, 2023 ("Effective Date") is by and between the Nebraska Department of Labor (NDOL) and Geographic Solutions, Inc. ("Geographic Solutions") and amends the July 1, 2017, contract between NDOL and Geographic Solutions, NDOL Contract #023-0044-2017 and the amendments thereto ("Contract"). To the extent that there is any conflict between the term of this Amendment and the terms of the Contract, the Contract shall control.

NOW THEREFORE, for good and valuable consideration, which is hereby acknowledged by the Parties, the Parties amend the Contract as follows:

1. Pursuant to Section V(A) of the Agreement, NDOL exercises its one-year option to renew the Contract for an additional year thereby extending the Term of the Contract to June 30, 2024.

2. Pursuant to Section IV – Funding/Payment, Item F. of the Original Agreement is entirely replaced with the following Item F:

   F. GSI agrees to bill NDOL monthly under this Agreement. Invoices shall be submitted to NDOL's Point of Contact on the first day of each month and every first day of the month thereafter for services and deliverables for this one-year renewal period as set forth in paragraph 1 above. The first monthly invoice and every monthly invoice thereafter shall not exceed one-twelfth of the Total Expenditures as set forth in paragraph 3 of this Ninth Amendment. NDOL agrees to make payment within forty-five (45) days of receipt of the invoice, as provided at Neb. Rev. Stat §81-2403, subject to the terms and conditions as set forth in paragraph 4 of this Ninth Amendment regarding withholding of payment(s) for Nonconformity.

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

   G. Total Expenditures under this Agreement will not exceed Forty-Four Million, Two Hundred and Seventy-Seven Thousand, Four Hundred and Forty-Two Dollars and Twenty-One Cents ($44,277,442.21).

4. Beginning on the Effective Date and subject to the other terms of the Contract, NDOL shall provide Geographic Solutions written notice of each deliverable that does not conform to the system's specifications or to applicable State or Federal regulations ("Nonconformity"), a reasonable description of the Nonconformity and the identification of the provision of the Contract under which the Nonconformity arises ("Nonconformity Notice"). Geographic Solutions shall cure such Nonconformity within thirty (30) business days after receipt of the Nonconformity Notice, or a greater period of time agreed to by the parties ("Cure Period") unless Geographic Solutions disputes the Nonconformity ("Disputed Nonconformity") then it shall provide NDOL with written notice

reasonably describing the dispute ("Dispute Notice") within the Cure Period and the Parties shall work together to resolve the Disputed Nonconformity within thirty (30) business days of NDOL's receipt of the Dispute Notice ("Dispute Period"). If the Parties are unable to resolve the Disputed Nonconformity within the Dispute Period, then the dispute resolution provisions of Contract will be followed. The Dispute Notice shall pause the Cure Period for each Disputed Nonconformity. If during the Dispute Period the Parties reach an agreement to cure a Nonconformity identified in the Dispute Notice, then Geographic Solutions shall have thirty (30) business days from the date of such agreement to cure the Nonconformity. If Geographic Solutions fails to cure an undisputed Nonconformity within the Cure Period, then NDOL shall be permitted to withhold payment, in whole or part, for the nonconforming deliverable. Any payment withheld under this Section will be released and remitted to Geographic Solutions, Inc. within thirty (30) calendar days of Geographic Solutions, Inc.'s resolution of the Nonconformity. Notwithstanding the foregoing, Geographic Solutions shall not be responsible for inaccurate data that may have been entered or converted from NDOL's legacy system.

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

Software Description	PY 2016	7/1/17-6/30/2018	7/1/18-6/30/19	7/1/19-6/30/2020	7/1/20-6/30/2021	7/1/21-6/30/2022	7/1/22-6/30/2023	7/1/23-6/30/2024
Spanish Translation Module[1]	$19,950	$18,952	$18,952	$18,952	$18,952	$18,952	$18,952	$18,952
Eligible Training Providers List[1]	$29,900	$28,405	$28,405	$28,405	$28,405	$28,405	$28,405	$28,405
VOS Workforce Case Management and Reporting System[1]	$249,861	$237,368	$237,368	$237,368	$237,368	$237,368	$237,368	$237,368
ReEmployment Exchange (REX) [1]	$494,825	$470,084	$470,084	$470,084	$0	$0	$0	$0
Attendance Tracking and REA/RES Scheduler[1]	$44,400	$42,180	$42,180	$42,180	$23,340	$23,340	$23,340	$23,340
Mobile Application and Hosting Services[1]	$121,750	$115,663	$115,663	$115,663	$115,663	$115,663	$115,663	$115,663
Geographic Solutions Unemployment System (GUS) Benefits and Appeals [4]	$0	$3,445,825 (Initial Set-up Fee)	$0	$1,498,800	$1,498,800	$1,498,800	$1,498,800	$1,498,800
GUS Tax System[4]	$0	$0	$1,549,500 (Initial Set-up Fee)	$990,000	$990,000	$990,000	$990,000	$990,000
Help Desk Management Module[5]	$0	$0	$16,646	$22,913	$0	$0	$0	$0
Generic Program Application	$0	$0	$39,676	$59,500	$59,500	$59,500	$59,500	$59,500

Module[5]								
Advanced Fund Tracking Module[5]	$0	$0	$4,000	$48,000	$48,000	$48,000	$48,000	$48,000
VOSGreeter Module[5]	$0	$0	$0	$48,492	$48,492	$48,492	$48,492	$48,492
One-Time Fee for Development of Interface for WIOA Reporting with NDE-VR	$0	$0	$0	$9,300	$0	$0	$0	$0
Identity Document Verification Module[10]	$0	$0	$0	$0	$32,000	$48,000	$48,000	$48,000
MEUC Module[12]	$0	$0	$0	$0	$72,900	$174,960	$174,960	$174,960
Two Factor Authentication	$0	$0	$0	$0	$12,000	$48,000	$48,000	$48,000
One-Time Fee for LNRFS Implementation							$23,250.00	

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

Geographic Solutions Proposed Modules (Modules)

Software Description	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	$18,952	$18,952	$18,952
Eligible Training Providers List	$28,405	$28,405	$28,405	$28,405
VOS Workforce Case Management and Reporting System	$237,368	$237,368	$237,368	$237,368
ReEmployment Exchange (REX)	$0	$0	$0	$0
Attendance Tracking and REA/RES Scheduler	$23,340	$23,340	$23,340	$23,340
Mobile Application and Hosting Services	$115,663	$115,663	$115,663	$115,663
Geographic Solutions Unemployment System (GUS) Benefits and Appeals	$1,498,800	$1,498,800	$1,498,800	$1,498,800
GUS Tax System	$990,000	$990,000	$990,000	$990,000
Help Desk Management Module	$0	$0	$0	$0
Generic Program Application Module	$59,500	$59,500	$59,500	$59,500
Advanced Tracking Module	$48,000	$48,000	$48,000	$48,000
VOSGreeter Module	$48,492	$48,492	$48,492	$48,492
Identity Document Verification Module	$48,000	$48,000	$48,000	$48,000
MEUC Module[1]	$0[1]	$0[1]	$0[1]	$0[1]
Two Factor Authentication	$48,000	$48,000	$48,000	$48,000

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

REVIEWED AND APPROVED:

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED & APPROVED:

Rea Easton
Rea Easton (Aug 13, 2023 19:17 CDT)

REA EASTON, Chief Financial Officer
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Katie Thurber (Aug 14, 2023 16:17 CDT)

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