

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

458



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
August 8, 2013

**SUBJECT:** Approval of the Agreement with Geographic Solutions to provide Client Management System, Virtual One Stop Software for the Workforce Development Division

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the sole source purchase of Geographic Solutions Virtual One Stop (VOS) and a one year software license agreement for \$125,928, which contains an option to renew for one additional year for a total aggregate of \$251,856;
2. Authorize the Chairman of the Board of Supervisors to execute the one year software license agreement;

(Continued)

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: Lisette Rose 8/7/13  
Lisette Rose

Robert Field

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 125,928	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

**COMPANION ITEM ON BOARD AGENDA:** No

<b>SOURCE OF FUNDS:</b> Federal Workforce Investment Act funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: Jennifer L. Sargent  
Jennifer L. Sargent

**County Executive Office Signature**

PURCHASING & FLEET SERVICES: Robert Howdyshell, Director  
 FORM APPROVED COUNTY COUNSEL BY: Annie T. Sahhar 8/13  
 DATE: 8/13  
 Departmental Concurrence

Dep't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3.28 of 7/21/09

District: ALL

Agenda Number: **3-24**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

Economic Development Agency

Approval of the Agreement with Geographic Solutions to provide Client Management System, Virtual One Stop Software for the Workforce Development Division

August 8, 2013

Page 2

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, subject to approval as to form by County Counsel; and
4. Direct the Clerk of the Board to return 3 original signed agreements to Purchasing and Fleet Services.

**BACKGROUND:**

On July 21, 2009, the County of Riverside Board of Supervisors approved a Sole Source purchase of the Geographic Solutions, Inc. (Geographic Solutions) VOS system, which has an annual automatic renewal through August, 2013.

VOS is a preferred data management system among Local Workforce Investment Act areas (LWIA) as it affords each LWIA the ability to capture specific data elements from the operation of Workforce Investment Act programs. Geographic Solutions has developed this highly functional system to spider data to the California's Employment Development Department (EDD) Job Training Automation (JTA) system.

Recognizing the necessity for one system to capture many different program elements, EDD announced the statewide purchase of VOS in the middle of 2011 and that the system would be available to LWIAs free of charge. Implementation of VOS was scheduled to start in early January 2013; however, the state has delayed the start up until early 2014. In the meantime, EDAWDC must continue to maintain its data and purchase VOS until the state is ready to implement statewide. VOS is intricate for capturing the data elements necessary for the daily operations of its Workforce Investment Act core programs, and it is not practical, nor cost effective to purchase another data management system.

**PRICE REASONABLENESS:**

Geographic Solutions, Inc. has agreed to provide one additional year service for \$125,928 until the implementation by the State. Currently, the full spider & VOS-Scan modules have been added and the vendor is offering to include the documents imaging module at no cost for the year. The new agreement will encompass new features such as a generic application to track multiple funding sources; full spider capabilities to capture local, national, military, and green job boards; automated service tracking with scan card technology; and a documents imaging/management function that will allow our agency to continue on the path of becoming a paperless system.

(Continued)

Economic Development Agency

Approval of the Agreement with Geographic Solutions to provide Client Management System,  
Virtual One Stop Software for the Workforce Development Division

August 8, 2013

Page 3

**BACKGROUND:** (Continued)

The total cost of the VOS system is \$146,687 per year. The firm has offered the County a reduced cost of \$125,928 per year with a one year renewal. This is a total savings of approximately 16% or \$20,759 for the initial contract year. County Counsel has reviewed the Geographic Solutions Virtual One Stop License Agreement and has approved it as to form.

**Attachments:**

Sole Source Justification

Geographic Solutions Virtual One Stop License Agreement

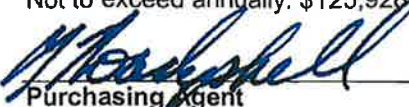
Date: May 13, 2013  
 From: Rob Field, Department/Agency: EDA – Workforce Development Division  
 To: County of Riverside – Purchasing Department  
 Subject: Sole Source Procurement; Request for Geographic Solutions – Virtual One Stop

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Software License Agreement / Client Management System, Virtual One Stop (VOS)
2. **Supplier being requested:** Geographic Solutions, Inc.
3. **Alternative suppliers that can or might be able to provide supply/service:** none
4. **Extent of market search conducted:** EDA previously conducted research when originally (2009) purchased this client management system. Research was found to be inadequate considering that all available competitors did not meet the minimum business requirements to be considered for selection.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** VOS is fully integrated and compatible with California's Employment Development Department (EDD) Job Training Automation system. It also is the only vendor that has an agreement with the State of California EDD to spider the Cal Jobs database with the VOS database.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The State of California EDD purchased a version of the VOS system that has not been deployed yet, and upon deployment, all Local Workforce Investment Area's (LWIA's) will be required to use this system.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The original quote of the VOS system was \$146,687 per year; however, the vendor has offered the County a reduced cost of \$125,928 per year with a 1 year renewal.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** Yes, anticipated use of this system will be on-going as long as Workforce Investment Area's (WIA's) are required to use the system per the State of California EDD.
9. **Period of Performance:** The period of performance is for fiscal years 13/14 and 14/15 for an aggregate amount of \$251,856.

 \_\_\_\_\_ Date  
 Robert Field, Assistant County Executive Officer/EDA

Purchasing Department Comments:

<input checked="" type="radio"/> Approve	<input type="radio"/> Approve with Condition/s	<input type="radio"/> Disapprove
Not to exceed annually: \$125,928	One time	Annual Amount through: July 2015
	7/18/2013	14-063
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

PK2013 -  
00208  
Tracking Number for  
Internal Use Only

FOR  
TSOC!

5/21

<b>REQUESTED PURCHASE:</b> GEOGRAPHIC SOLUTIONS – VIRTUAL ONE STOP																	
<b>DEPARTMENT/AGENCY:</b> EDA – WORKFORCE DEVELOPMENT DIVISION																	
<b>CONTACT NAME/PHONE:</b> LOREN SIMS (53076)																	
<b>PURCHASE REQUEST:</b> <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT																	
<b>PURCHASE TYPE:</b> <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL																	
<b>DESCRIBE REQUESTED PURCHASE</b>	Economic Development Agency's (EDA) Workforce Development Division is requesting to renew the current Client Management System, Virtual One Stop (VOS) contract supplied by Geographic Solutions, Inc.																
<b>BUSINESS NEEDS ADDRESSED</b>	VOS is a fully integrated and compatible with California's Employment Development Department (EDD) Job Training Automation System. It is the only vendor that has an existing agreement with EDD to spider the CalJobs database with the VOS database. The State of California recently purchased a version of VOS, which was scheduled to "go live" in late 2012, has been postponed until 2014. Beyond implementation, all Local Workforce Investment Area's (LWIA) will be required to utilize this system. Our current contract will expire on August 18, 2013 and we will need to continue to operate under the current system during the conversion process to track client services.																
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN																
<b>BUSINESS CRITICALITY</b> <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b> <input checked="" type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies																
<b>BUSINESS RISKS</b>	Financial: none Operational: none Customer: none																
<b>ALTERNATIVE SOLUTIONS</b>	1. [Solution] see attached 2. [Solution] see attached 3. [Solution]																
<b>TRANSACTION</b>	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____																
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**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

PR2013-  
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Labor: \$0	Net Annual Savings	None		
	Project Implementation Cost	None		
	Project Payback Period? yrs	None		
TOTAL COST: \$125,928				

5/21

Lisa Brandl Managing Director: *Lisa Brandl* Date: 5/15/13

*Jelissa Florsmon*

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended:  Yes  No (Non-recommended requests submit to TSOC)

By: *Tom Muller, ACU* Date: 5/23/13

Chief Information Officer Signature: *Wesley P. Colvini for Kevin Crawford* Date: 5/28/2013

**RCIT explanation for non-recommended requests:**

**TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals**

Recommended:  Yes  No (In no, provide explanation below)

TSOC Chair Signature: *Kevin Crawford* Date: 6/11/13

**TSOC explanation for denied requests:**



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

*FOR TSOC!*

PR2013 -  
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5/21

The Vendors are rated on strength in required areas:

Type	Requirements	Virtual One Stop	Smartware	G*Stars	Comments
Ind.	<p>Core Services for Individuals (Ind.)</p> <ul style="list-style-type: none"> <li>☛ Personal Profile/Message Center</li> <li>☛ Virtual Recruiter / Assessment Profile</li> <li>☛ Resume Builder</li> <li>☛ Online Learning Resources</li> <li>☛ Education Services</li> <li>☛ Veteran Services</li> </ul>	3	0	0	This requirement allows Job Seekers to access these services via Internet access. The services can be accessed at home or in the one stop center. This feature gives flexibility to our Job seeker to customize their job searches as well as informs the customer of available resources throughout the community.
Emp.	<p>Core Services for Employers (Emp.)</p> <ul style="list-style-type: none"> <li>☛ Recruitment Services</li> <li>☛ Labor Market Services</li> <li>☛ Online Learning Resources</li> <li>☛ Human Resource Information &amp; EEO Info.</li> </ul>	3	1	0	This requirement allows Employers to access these services via Internet access. This provides an array of self help services and Information for businesses. Employers can also use this to perform candidate searches as well as creating a virtual recruiter for the Employers use.
Staff	Core Services for Staff Managing Individuals	3	2	2	
Staff	Scan Card Services (Bar Code)	3	2	2	Scanned services are the core to tracking services for customers coming to the one-stop centers.
Staff	☛ Automated tracking of services and events on location.	3	1	2	
Staff	Attendance Tracking	3	2	0	
Staff	Scanned Documents	3	2	2	
Staff	Core Case Management	3	2	2	
Staff	WIA Case Management	3	2	2	
Staff	Wagner Peyser Case Management	3	1	0	This requirement is critical to provide integrated services to customers served by Wagner Peyser and other funding sources.
Staff	Trade Adjustment Act (TAA)	3	0	0	This requirement is critical to provide integrated services to customers served by TAA.
Admin	Administration System	3	0	0	The ability to load data directly to the States Job Training Automation system is a critical component to our Learning Lab environment.
Admin	☛ Import/Export Data to JTA				
Admin	Web Content Management	3	0	1	Branding ourselves through the web interface allows
Admin	☛ Branding				

Legend: 3= Very Strong 2=Strong 1=Not Strong 0=Non-Existent

00208



Requirements		The Vendors are rated on strength in required areas.			Comments
Type	Requirements	Virtual One Stop	Smartware	G*Stars	Comments
Jobs	<p>Job Spider</p> <ul style="list-style-type: none"> <li># Spiders jobs posted Internally.</li> <li># Spidered jobs in selected area from Career Builder, Hot Jobs, Americas Labor Exchange, Job Central, Fortune 500 Companies and Cal JOBS.</li> </ul>	3	0	0	Cal JOBS spidering is critical to eliminating duplication of efforts and truly integrating both EDD and Workforce Development in Riverside County.
Intfc.	<p>Web Interface</p> <p>This will increase awareness throughout the county to the following:</p> <ul style="list-style-type: none"> <li># Job Seekers</li> <li># Employers</li> <li># Staff</li> <li># Partners</li> </ul>	3	0	1	The requirement for the Web interface will allow the Workforce Development Centers of Riverside County to Brand and Market ourselves through the interactive Web Interface. This will greatly increase awareness throughout the County about the many services we offer to the community.
Intfc.	<p>Text Interface</p> <ul style="list-style-type: none"> <li># Maximizes Job Search for customers by sending text messages about possible job opportunities.</li> </ul>	3	0	0	This requirement maximizes the performance of Job Searching for our customers. The customer can enter their cell phone number and request a text to be sent whenever a Job match occurs or when an Employer is looking at a customer's resume for an interview.
Intfc.	<p>Spanish Language Interface</p> <ul style="list-style-type: none"> <li># Spanish Version of Services for Individuals and Employers</li> </ul>	3	0	0	This requirement is needed to assist our Job Seekers and Employers in the East County (Indio). Many of our customers are monolingual in our county. This will enable the customer to access many more self services from home or at a one-stop center. This will also help free up staff time since an interpreter would not be needed to assist the customer.
Trng	Onsite Training	2	3	2	

Legend: 3= Very Strong 2=Strong 1=Not Strong 0=Non-Existent

FRZ013-00208

The Vendors are rated on strength in required areas.

Type	Requirements	Virtual One Stop	Smartware	G*Stars	Comments
Ind.	<p>Core Services for Individuals (Ind.)</p> <ul style="list-style-type: none"> <li>☛ Personal Profile/Message Center</li> <li>☛ Virtual Recruiter / Assessment Profile</li> <li>☛ Resume Builder</li> <li>☛ Online Learning Resources</li> <li>☛ Education Services</li> <li>☛ Veteran Services</li> </ul>	3	0	0	This requirement allows Job Seekers to access these services via Internet access. The services can be accessed at home or in the one stop center. This feature gives flexibility to our Job seeker to customize their job searches as well as informs the customer of available resources throughout the community.
Emp.	<p>Core Services for Employers (Emp.)</p> <ul style="list-style-type: none"> <li>☛ Recruitment Services</li> <li>☛ Labor Market Services</li> <li>☛ Online Learning Resources</li> <li>☛ Human Resource Information &amp; EEO Info.</li> </ul>	3	1	0	This requirement allows Employers to access these services via Internet access. This provides an array of self help services and information for businesses. Employers can also use this to perform candidate searches as well as creating a virtual recruiter for the Employers use.
Staff	Core Services for Staff Managing Individuals	3	2	2	
Staff	<p>Scan Card Services (Bar Code)</p> <ul style="list-style-type: none"> <li>☛ Automated tracking of services and events on location.</li> </ul>	3	2	2	Scanned services are the core to tracking services for customers coming to the one-stop centers.
Staff	Attendance Tracking	3	1	2	
Staff	Scanned Documents	3	2	0	
Staff	Core Case Management	3	2	2	
Staff	W/A Case Management	3	2	2	
Staff	Wagner Peyser Case Management	3	1	0	This requirement is critical to provide integrated services to customers served by Wagner Peyser and other funding sources.
Staff	Trade Adjustment Act (TAA)	3	0	0	This requirement is critical to provide integrated services to customers served by TAA.
Admin	<p>Administration System</p> <ul style="list-style-type: none"> <li>☛ Import/Export Data to JTA</li> </ul>	3	0	0	The ability to load data directly to the States Job Training Automation system is a critical component to our Learning Lab environment.
Admin	<p>Web Content Management</p> <ul style="list-style-type: none"> <li>☛ Branding</li> </ul>	3	0	1	Branding ourselves through the web interface allows

Legend: 3= Very Strong 2=Strong 1=Not Strong 0=Non-Existent

FR-2018-02081

**DRAFT**

# **Geographic Solutions Virtual OneStop<sup>®</sup> License Agreement**



**Trademarks and Acknowledgements:**

*Virtual OneStop*<sup>®</sup> and *Virtual LMI*<sup>®</sup> are trademarks of Geographic Solutions, Inc. Other products or services are property of their respective owners.



## 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 COUNTY OF RIVERSIDE, a political subdivision of the State of California, with offices at 1325 Spruce Street, Suite 110, Riverside, California 92507 (“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 which separate agreement(s) shall be subject to approval by the proper County authority.

- 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. 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](mailto: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 has been installed and 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 SOLUTIONS 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 Riverside County, California.
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 as of August 20, 2013.
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 a subsequent term 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, and based on the availability of Licensee's fiscal funding. Either party may opt out of the automatic renewal and terminate the 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 the 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. 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. 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.<sup>®</sup>, Palm Harbor Florida, (727) 786-7955." The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at [www.geosolinc.com](http://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", with a maximum payment that shall not exceed \$125,928, including all expenses for the term of the

AGREEMENT. The LICENSE FEES for the Extended Term shall also be \$125,928, for a total for the term and Extended Term not to exceed \$251,856, including all expenses. 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.

**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 Maintenance Agreements in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE 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 LICENSEE install and operate 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.

**16.9 INDEPENDENT CONTRACTOR.** It is understood and agreed that GEOGRAPHIC SOLUTIONS is an independent contractor, and is not, and shall not be considered to be in any manner, an employee, agent, or representative of the County. Personnel performing services under this AGREEMENT on behalf of GEOGRAPHIC SOLUTIONS shall at all times be under GEOGRAPHIC SOLUTIONS exclusive direction and control. GEOGRAPHIC SOLUTIONS shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of service and as required by law. GEOGRAPHIC SOLUTIONS shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers compensation insurance. As an independent contractor, GEOGRAPHIC SOLUTIONS hereby holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

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, however maximum payment by licensee for this agreement shall not exceed \$125,928, including all expenses and charges for major ENHANCEMENTS, if any. LICENSEE is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products other than those specified in the AGREEMENT

**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.** If LICENSEE fails to install any RELEASE, 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, so long as the maximum amount of the AGREEMENT does not exceed \$125,928, including all expenses during the term of the AGREEMENT and during the Extended Term. 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

In addition to the limitations on LICENSEE's rights set forth hereof, LICENSEE shall not, at any time, disclose or disseminate the trade secrets 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.

## 26. WARRANTIES

**26.1. *Limited Warranty.*** GEOGRAPHIC SOLUTIONS represents and warrants to LICENSEE that 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 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, 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, 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 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.

**28.3. CONFIDENTIALITY.** GEOGRAPHIC SOLUTIONS shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to the AGREEMENT, except for general statistical information not identifying any person. GEOGRAPHIC SOLUTIONS shall not use such information for any purpose other than carrying out

GEOGRAPHIC SOLUTIONS's obligation under this AGREEMENT. GEOGRAPHIC SOLUTIONS shall not disclose, except as otherwise specifically permitted by this AGREEMENT or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual such as finger or voice print or photograph.

**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.** This AGREEMENT is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the Superior Court, in the County of Riverside, State of California.

**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.

**IN WITNESS WHEREOF, GEOGRAPHIC SOLUTIONS AND LICENSEE have executed this AGREEMENT as of the Effective Date.**

**GEOGRAPHIC SOLUTIONS**

By:

  
\_\_\_\_\_  
Signature of Authorized Representative

Name:

Deane Toler

Title:

Western Regional Manager

Dated:

8-6-13

**COUNTY OF RIVERSIDE**

By:

\_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

Pamela J. Walls, County Counsel

By:

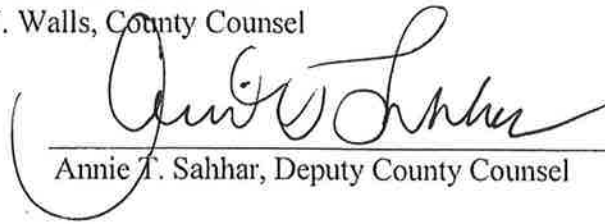
  
\_\_\_\_\_  
Annie T. Sahhar, Deputy County Counsel

EXHIBIT A

SOFTWARE AND SERVICE ITEMS AND FEES

The following table outlines the Virtual OneStop® modules that are included in this Agreement;

Module Description	Annual Fee
<p><b>CORE SERVICES FOR INDIVIDUALS:</b>  <b>Individual Registration; My Resources</b> (My Messages, My Background, Upcoming Events, My Appointments, My Home Page). <b>Career Services</b> (Career Tips, Career Explorer-match your skills-job skills, Career Explorer-match your skills-personal skills, Career Informer, Job Market Explorer). <b>Education Services</b> (Training Providers and Schools, Training and Educational Programs, Educational Program Completers, Online Learning Resources, Create Training Application). <b>Labor Market Services</b> (Labor Market Facts, Employers, Area Profile, Industry Profile, Occupation Profile). <b>My OneStop Profile</b> (Personal Profile, Search History Profile, Assessment Profile-Job and Personal Skills). <b>Quick Menu</b> (My Resources, My Individual Profile, My Appointments). <b>Assistance Center</b>. <b>Online Learning Resources</b> (links to online learning websites).</p>	
<p><b>LABOR EXCHANGE FOR INDIVIDUALS:</b>  <b>Job Seeker Services</b> (10 Steps to Find a Job, Resume Builder, Background Wizard, Letter Builder, Virtual Recruiter for Individuals). <b>My OneStop Profile</b> (employment plan). <b>Career Network</b> (social network for job seekers, my network, other job seeker networks, invite/join others). <b>Quick Menu</b> (Resume Builder, Letter Builder).</p> <p><b>Requires: Core Services for Individuals Module.</b></p>	<p>\$19,951.00</p>
<p><b>ADDITIONAL SERVICES FOR INDIVIDUALS:</b>  <b>Financial Services</b> (Overall Budget Planning, Training Budget Planning, Transition Budget Planning, Financial Assistance Links). <b>Education Services</b> (Financial Assistance Links, Training Budget Planning). <b>Community Services</b> (eligibility requirements, programs and services). <b>Unemployment Services</b> (eligibility, filing, unemployment benefits). <b>Veteran Services</b> (list of available services). <b>Youth Services</b> (list of available services). <b>Senior Services</b> (list of available services). <b>Disability Services</b> (list of available services). <b>Provided Services</b> (description of available services).</p> <p><b>Requires: Core Services for Individuals Module.</b></p>	
<p><b>CORE ASSESSMENT:</b>  <b>Career Services</b> (Career Explorer-Interest Analyzer, Career Explorer- Work Importance Analyzer, display of individual work values and interests for an occupation). <b>My OneStop Profile</b> (assessment profile- interests, work importance).</p> <p><b>Requires: Core Services for Individuals Module</b></p>	

Module Description	Annual Fee
<p><b><u>IPHONE MOBILE APPLICATION:</u></b>  <b>Job Search</b> application for iPhone 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.  <b>Requires: Labor Exchange for Individuals Module.</b></p>	Not Included
<p><b><u>CORE SERVICES FOR EMPLOYERS:</u></b>  <b>Employer Registration, Education Services</b> (training providers and schools, training and educational programs, educational program completers). <b>Labor Market Services</b> (labor market facts, area profile, industry profile, occupation profile, candidate search job market trends). <b>Assistance Center, My Company Profile</b> (corporate profile, search history profile). <b>My Resources</b> (My messages, My appointments, My Employer Profile, My Home Page, Upcoming Events). <b>Online Learning Resources</b> (explore websites that offer a variety of free online learning and training courses that can be used to expand your knowledge and skills). <b>Communications Center:</b> (Appointments, Messages, Correspondence Templates).</p>	
<p><b><u>EMPLOYER LABOR EXCHANGE:</u></b>  <b>Recruitment Services</b> (post a job, candidate search-quick and advanced search for resumes, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter). <b>Company Profile</b> (recruitment plan profile). <b>Quick Menu</b> (post a job, candidate search).  <b>Requires: Core Services for Employers Module.</b></p>	\$16,368.00
<p><b><u>ADDITIONAL SERVICES FOR EMPLOYERS MODULE:</u></b>  <b>Human Resource Info</b> (list of available services). <b>EEO Information</b> (list of available services). <b>Labor Relations</b> (list of available services). <b>Government Resources</b> (list of available services). <b>Wellness and Ergonomics</b> (list of available services). <b>Employer Incentives</b> (list of available services). <b>Staff Provided Services</b> (description of available services).  <b>REQUIRES: Core Services for Employers Module.</b></p>	

Module Description	Annual Fee
<p><b><u>WORKKEYS® MODULE:</u></b></p> <p><b>Assessment Plan</b> (input of individual WorkKeys® scores). <b>Career Services</b> (career explorer-Workplace skills, selection of appropriate occupations from scores). <b>Recruitment Services</b> (optional incorporation of WorkKeys® scores in labor exchange). <b>My OneStop Profile</b> (assessment profile-workplace skills).</p> <p><b>Requires: Core Services for Individuals, Core Case Management Module, and Core Assessment Modules.</b></p>	Not Included
<p><b><u>CONSUMER REPORTS:</u></b></p> <p><b>Education Services</b> (display performance information for eligible programs, comparison of performance between programs and providers), web based input of Eligible Training Providers and Programs.</p> <p><b>Requires: Core Services for Individuals Module, Manage Providers.</b></p>	Not Included
<p><b><u>CORE SERVICES FOR STAFF MANAGING INDIVIDUALS:</u></b></p> <p><b>Manage Individuals</b> (create an individual account, assist an individual). <b>My OneStop Profile</b> (personal profile, search history profile). <b>Reports</b> (Master Summary, Registered Individuals, Background Information, Contact, Feedback Surveys, Tracking). <b>My Staff Resources</b> ( My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, Upcoming Events).</p> <p><b>Requires: Core Services for Individuals Module.</b></p>	
<p><b><u>CORE SERVICES FOR STAFF MANAGING EMPLOYERS:</u></b></p> <p><b>Manage Employers</b> (create an employer account, assist an employer, employer system access rights). <b>Employers My Company Profile</b> (corporate profile, search history profile). <b>Reports</b> (Master Summary, Registered Employers, Contact, Feedback Surveys, Tracking). <b>My Staff Resources</b> ( My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, Upcoming Events).</p> <p><b>Requires: Core Services for Employers Module.</b></p>	\$10,406.00
<p><b><u>LABOR EXCHANGE FOR STAFF MODULE:</u></b></p> <p>Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. <b>Manage Resumes</b> (Advanced Search, Advanced Search by Job Order). <b>Manage Job Orders</b> (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results). <b>Manage Labor Exchange</b> (create/modify job skill sets, automated referral notification and follow up). <b>Reports</b> (Resume, Job Order, Activity, Services Provided Individual, Services Provided Employer).</p> <p><b>Requires: Core Services for Staff Module, Core Services for Staff Managing Individuals Module and Core Services for Staff Modules.</b></p>	
<p><b><u>SERVICE TRACKING MODULE:</u></b></p> <p>Manual and Automated Tracking of Services, <b>Managing Individuals</b> (scheduled services, manage individual services). <b>Case Management Profile</b> (Activities-Service Plan). <b>Reports</b> (Activities, Services Provided Employers, Services Provided Individuals).</p> <p><b>Requires: Core Services for Staff Managing Individuals Module.</b></p>	
<p><b><u>CUSTOMER RELATIONSHIP MANAGEMENT (CRM):</u></b></p> <p>Streamline and manage interactions with employers; organize, automate and synchronize employer outreach, coordinated customer service, and recruitment support. Includes automated staff contact</p>	Not Included



Module Description	Annual Fee
<p>lists, lead management, contact management, account management, lead follow-up and territory/staff expectations management. Create marketing leads manually or automatically form jobs and the employer database, identify overdue contacts to improve network strength. Options exist to integrate with the Work Items module and Document Management modules. CRM integrates with overall employer services modules for complete access to employer information.</p> <p><b>Requires: Core Services for Employers and Staff Managing Employers Modules.</b></p>	
<p><b><u>ATTENDANCE TRACKING MODULE:</u></b> Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at one-stop events.</p>	Included
<p><b><u>CORE CASE MANAGEMENT MODULE:</u></b> <b>Case Management Profile</b> (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. <b>Reports</b> (Case Load).</p> <p><b>Requires: Core Services for Staff Managing Individuals Module.</b></p>	
<p><b><u>WIA CASE MANAGEMENT PROGRAM:</u></b> 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). <b>Reports</b> (Predictive Reports, Soft Exit Reports, Federal Reports-9090, 9091, WIA Data Validation File, ARRA 9148, 9149 Reports). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds.</p> <p><b>Requires: Core Case Management Module.</b></p>	\$27,825.00

Module Description	Annual Fee
<p><b><u>WAGNER PEYSER CASE MANAGEMENT PROGRAM:</u></b>            Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management. <b>Reports</b> (Enrolled Individual, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file, ARRA 9147 Report).</p> <p><b>Requires: Core Case Management Module.</b></p>	
<p><b><u>WORKER ADJUSTMENT RETRAINING NOTIFICATION (WARN) MODULE:</u></b>            Track company layoff and closure activity as defined by federal or state regulations. Enter the WARN notification letter, track number of employees, occupations, and locations affected, and union affiliation. Automatic staff alerts of new WARN notifications. Staff tracking including employer visits, first visits and orientation activities. Report on companies filing WARN notices, WARN notices by LWIA, WARN notices by layoff dates, and WARN notices by company locations.</p> <p><b>Requires: Core Case Management Module.</b></p>	Not Included
<p><b><u>GENERIC PROGRAM APPLICATION MODULE:</u></b>            Management and reporting of "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Generic Outcome (exit)) with integration into IFT to assist in managing funds. <b>Reports</b> (Master Summary, Enrolled Individual, Activity, Services Provided Individual). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds.</p> <p><b>Requires: Core Case Management Module.</b></p>	\$11,137.00
<p><b><u>TRADE ACT PROGRAM:</u></b>            Trade Act set of applications (Waivers and Waiver Review tracking, Bona Fide Application, Application for Approved Training, Participation Application, Enrollment Activities, Case Closure, Exit, Follow-up). <b>Reports</b> (Federal Performance Reports, TAPR File). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds.</p> <p><b>Requires: Core Case Management Module.</b></p>	Not Included
<p><b><u>WELFARE TRANSITION PROGRAM MODULE:</u></b>            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.</p> <p><b>Requires: Core Case Management Module.</b></p>	Not Included
<p><b><u>ADULT EDUCATION MODULE:</u></b>            Collects all federally required demographic information on all enrolled students as defined by Title II of the Workforce Investment Act, along with the assessment, contact hours, instructor, and outcome data. <b>Reports</b> Quarterly State Stat Reports, Annual National Reporting System (NRS) for Adult Education Reports.</p> <p><b>Requires: Core Case Management Module and Attendance Tracking Module.</b></p>	Not Included
<p><b><u>STANDARD INDIVIDUAL FUND TRACKING MODULE:</u></b>            Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. Ability to print Vouchers and tailor that print to specific needs of each client. Ability to establish cost structures meaningful to users of the system and ability to identify additional cost items that can vary by training program/services. Reports include: Basic IFT Management which will show participant obligations based upon enrollment records by program and payment reports by program.</p>	Included

Module Description	Annual Fee
<b>Requires: Core Case Management Module.</b>	
<p><b>ADVANCED FUND TRACKING MODULE:</b> Includes all functions of the Standard Individual Fund Tracking Module and includes the following additional abilities: Ability to create, manage, update and track funds by establishing the funds for specific time periods. Ability to process reallocations by funding stream. Enhanced audit tracking of funds to include reasons why modifications to funding levels are made. Ability to establish contracts for On-The-Job Training, Work Experience, or Project Contracts. Reports include: Obligations by Fund, Location, Provider, Participant, Time Periods and Payable to Voucher, Budget Management Reports, Individual Summary Obligations, and Time Periods, Case Manager Reports by Fund Stream and Time Period, Participants, Locations and Case Manager Obligations by Location.</p> <p><b>Requires: Standard Individual Fund Tracking Module.</b></p>	Not Included
<p><b>ADMINISTRATION SYSTEM:</b> Email Addresses, Email Message Design, Administer Event Calendar, System Defaults, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual/Claimant/Employer Services, <b>System Information, System Usage Report.</b></p>	Included
<p><b>WEB CONTENT MANAGEMENT MODULE:</b> A user-friendly, what you see is what you get (WYSIWYG) integrated content management tool. The content publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.</p>	
<p><b>DATA ASSISTANT:</b> A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.</p>	Not Included

## Job Aggregation

Job Spider Level Description	Annual Fee
<p><b>STANDARD SPIDER:</b> Spidered Jobs in selected area from Career Builder, Hot Jobs, America's Labor Exchange, Job Central, Fortune 500 corporations, and state job board if available.</p> <p><b>Requires: Core Services for Individuals Module.</b></p>	Included
<p><b>FULL SPIDER:</b> Includes all the jobs of the standard spider with the addition of spidered jobs in selected area from all available national job boards, local job boards, green job boards, Fortune 1000 corporations, federal government sites, state government sites, local government sites, national recruiters, military</p>	\$19,450.00

Job Spider Level Description	Annual Fee
branches sites, major hospitals, major nonprofits, major newspapers, volunteer sites, chambers of commerce, and web sites of all major employers.  <b>Requires: Core Services for Individuals Module.</b>	
<b><u>FOCUSED SPIDER:</u></b>  Includes all the jobs of the full spider with the addition of dedicated research in a specific area for specific web sites.  <b>Requires: Core Services for Individuals Module.</b>	Not Included

## Efficiency Tools

Service Description	Annual Fee
<b><u>DOCUMENT MANAGEMENT:</u></b>  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. 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.  <b>Requires: Core Services for Staff Managing Individuals Module.</b>	\$20,400.00
<b><u>DOCUMENT IMAGING:</u></b>  Ability to capture, store, index and tag document images using web based scanning technology. Images can be scanned in real time using a TWAIN-compliant scanner at the user's workstation or on a local network. Module allows users to reorder, delete, append, or separate pages on the fly through the browser-based document viewer. Provides users the ability to manipulate document images with annotations, redactions, magnifications, drawing, and rotation options on separate layers. Document images are stored securely in the central database.  <b>Requires: Document Management Module.</b>  <b>**Scanning Hardware Not Included.</b>	<u>12 GB</u> <u>Limit</u>

Service Description	Annual Fee
<p><b><u>VOSCAN AUTOMATED SERVICE TRACKING MODULE:</u></b> Automated Tracking of Services and Events on location using scan card reader technology. Addition of scan card ID to registration. <b>Reports</b> (Activity, Services Provided Individual, Scan Card).</p> <p><b>Requires: Service Tracking and Attendance Tracking Modules.</b></p> <p><b>**Scanning Hardware and Cards Not Included.</b></p>	\$15,994.00
<p><b><u>VOSGREETER MODULE:</u></b> Kiosk-based client sign in and identification of area of interest, integrated messaging to the appropriate staff about clients who are awaiting service.</p>	Not Included
<p><b><u>VIRTUAL TOUR GUIDE:</u></b> Navigation assistance interface. Includes Virtual spokesperson assistance for job seekers and employers. Includes support for Spanish language.</p>	Not Included
<p><b><u>TOUCH SCREEN INTERFACE:</u></b> A Simplified Job Search Function for Touch Screen Kiosks (jobseeker will be required to visit a facility to see job details).</p> <p><b>Requires: Kiosk with Internet Access.</b></p>	Not Included

## Interfaces

User Type	Interface Description	Annual Fee
Individual, Employer, Staff, Labor Market Analyst	<b><u>WEB INTERFACE:</u></b> for users with average speed internet/intranet access.	Yes
	<b><u>TEXT INTERFACE:</u></b> for users who want maximum performance.	Yes
Individual & Employer	<b><u>SPANISH LANGUAGE INTERFACE:</u></b> Spanish Version of Services for Individuals and Employers.	\$5,156.00
	<b><u>VISUALLY IMPAIRED INTERFACE:</u></b> Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	No

## Additional Services

Additional Services	Fee
<b>Onsite Training:</b> Training, one class (not to exceed 25 students), 2 days, expenses additional.	Not Included
<b>Interface:</b> Configuration to upload system data to JTA system.	Included
<b>Hosting:</b> Full hosting for Virtual LMI. 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 - 50GB disk space allocated for this project. Nightly Backup, Full UPS, T3 Service with shadow.	Included
<b>Annual Priority Support and Maintenance:</b> Telephone, Internet, E-Mail and Fax support, comprehensive software maintenance and error correction service, new releases and minor enhancements at no charge, software update service, changes to digital maps to incorporate geographic boundary changes, database structure updates to meet modifications in the WID standard, Updates to accommodate modifications in state and federal data classification schemes that affect the operation of the system, such as the introduction of the NAICS and SOC coding.	Included

**EXHIBIT B  
PAYMENT PLAN**

The following is the payment plan for this project:

Deliverable	Amount
Annual Software License Fee	\$146,687.00
Discount (Documents Imaging & Special Extension)	(\$20,759.00)
Total Annual Software Fee	\$125,928.00

**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.
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.

Item	Description
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