15	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

12/1/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **November 9, 2026**

FROM: **Jaime Locklear, Director, Purchasing** **PHONE:** **904 209-0158**

SUBJECT OR TITLE: **Misc. 3145; Request Approval to Piggyback the Solid Waste Authority of Palm Beach County's Contract No. 19-202 with Paradigm Software, LLC for the Purchase of WeighStation Software**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

Florida Statute 215.322 requires units of local government to have a method of accepting payments by credit card, charge card, debit card, or other means of electronic funds transfer, as well as payments online, to pay for the disposal of solid waste dropped off at the County's transfer stations. The Solid Waste Division has determined that WeighStation Software, offered by Paradigm Software, LLC, supports scale operations, weighing management, invoicing, electronic payment processing, and reporting; thereby suiting the needs of the County's customers and the Division and is compatible with existing software systems used by the County. As provided in Section 6.2.13 of the St. Johns County Purchasing Policy (Cooperative Procurement/Piggybacking), Purchasing is authorized to piggyback contracts which have been established in lieu of a competitive selection process when such contracts have been procured through a full and open competitive process. The Solid Waste Authority of Palm Beach County's (SWA) Contract No. 19-202 with Paradigm Software, LLC has been established utilizing an open competitive process and provides the benefit of competitive pricing for the necessary software. Staff recommends Board approval to utilize Solid Waste Authority of Palm Beach County's Contract No. 19-202 and execute a contract with Paradigm Software, LLC, in substantially the same form and format as attached, for the purchase and implementation of WeighStation Software. The proposed project includes a one-time cost of $105,997.45 in Year 1 for equipment, installation, licensing, and implementation of the system. For Years 2 through 3, ongoing costs are subscription-based and include hosting fee, software, and system support services at $29,608.00 per year, for a total of $165,213.45 over the three-year period. The contract shall be in place through the remaining duration of the SWA 19-202 contract term, expiring on November 12, 2029, including all exercised renewals, and with an option to execute a ten-year renewal term if it is later determined to be in the County's best interest, contingent upon satisfactory performance by the Consultant, continued need for the Services, and availability of lawfully appropriated funds.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Solid Waste Fund (4440): Reuse-Landfill Operation-Software Maintenance and Support Fees & Computer Equipment (4401-53130 & 56403)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____, authorizing the County Administrator, or designee, to piggyback and utilize Solid Waste Authority of Palm Beach County's Contract No. 19-202 with Paradigm Software, LLC for the purchase of WeighStation Software and to execute a contract in substantially same form and format as attached hereto; for a total three-year cost of $165,213.45, including any authorized renewals, based upon availability of appropriated funds each Fiscal Year.

For Administration Use Only:
Legal: Jalisa Ferguson 11/18/2026 **OMB: LF 11/19/2026** **Admin: JDD 11/20/2026**

RESOLUTION NO. 2026 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, FOR MISC 3145; PIGGYBACK AND UTILIZATION OF SOLID WASTE AUTHORITY OF PALM BEACH COUNTY'S CONTRACT NO. 19-202 WITH PARADIGM SOFTWARE AND TO EXECUTE A CONTRACT FOR THE PURCHASE AND IMPLEMENTION OF WEIGHSTATION SOFTWARE

RECITALS

WHEREAS, the Legislature of the State of Florida enacted Statute 215.322 requiring units of local government to have a method of accepting payments by credit card, charge card, debit card, or other means of electronic funds transfer, as well as payments online, to pay for the disposal of solid waste dropped off at the County's transfer stations; and

WHEREAS, the Solid Waste Division has determined that WeighStation Software, offered by Paradigm Software, LLC, supports scale operations, weighing management, invoicing, electronic payment processing, and reporting; thereby suiting the needs of the County's customers and the Solid Waste Division; and

WHEREAS, in accordance with SJC Purchasing Policy, Section 6.2.13, Cooperative Procurement/Piggybacking, the Purchasing Director has the authority to piggyback contracts which have been established through the use of an open competitive bidding process; and

WHEREAS, the Solid Waste Authority of Palm Beach County's (SWA) Contract No. 19-202 with Paradigm Software, LLC has been established utilizing an open competitive process and provides the benefit of competitive pricing for the necessary software; and

WHEREAS, Purchasing is requesting authorization to utilize SWA Contract No. 19-202 through the remaining duration of the SWA 19-202 contract term, expiring on November 12, 2029; including all exercised renewals, as well as the option to execute a ten-year renewal term if it is later determined to be in the County's best interest; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, and incorporated herein) with Paradigm Software, LLC and finds that entering into this contract serves a public purpose; and

WHEREAS, the services will be funded by the Public Works Solid Waste Department.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to piggyback and utilize the Solid Waste Authority of Palm Beach County's (SWA) Contract No. 19-202, with Paradigm Software, LLC, for the purchase and implementation of WeighStation software.

Section 3. Upon approval by the Board, the County Administrator, or designee, is hereby authorized to executed an agreement in substantially the same form and format as the attached draft for the purchase and implementation of WeighStation software for a total three-year cost of $165,213.45, including any authorized renewals, based upon availability of appropriated funds each Fiscal Year.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, as of this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Chair

ATTEST: CLERK OF THE CIRCUIT COURT & COMPTROLLER: Brandon J. Patty

By: _____
Deputy Clerk

PARADIGM SOFTWARE, L.L.C.®
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software, L.L.C.® ("Paradigm"), by its acceptance of this Standard Support Services and Licensing Agreement including the following signature page, the Terms and Conditions of the Solid Waste Authority of Palm Beach County Agreement 19-202, and all applicable Addenda, Exhibits and Schedules identified herein (collectively, this "Agreement") agrees to sell, delivery, install, and provide, and the undersigned client ("Client") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by Paradigm to Client in accordance with the terms and conditions of this Agreement.

This Agreement and the relationship between Paradigm and Client are governed by the Terms and Conditions and each of the Addenda and Exhibits indicated herein, each of which is adopted and incorporated herein by reference.

Appendix A: Purchase Price Schedule

Appendix B: Payment Schedule

Appendix C: Cooperative Agreement 19-202

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

Customer:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

500 San Sebastian View
St. Augustine, FL 32084

By:_____

_____
(Type or Print Name)

_____
(Title)

Date:_____

Approved as to form:

By:_____

_____
(Type or Print Name)

_____
(Title)

Date:_____

Accepted by:

PARADIGM SOFTWARE, L.L.C.®

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By:_____
Jackie W Barlow II
President and Chief Operating Officer

Date: _____

APPENDIX A

Purchase Price Schedule

Qty	UM	Description	Unit Price	Extended Price
4	EA	CW6 Program License (concurrent user)	$525.00	$2,100.00
2	LN	WeighStation Program License – (One (1) for Stratton Road Transfer Station and one (1) for Tillman Ridge Transfer Station)	$5,775.00	$11,550.00
2	LN	WeighPay Module – (One (1) for Stratton Road Transfer Station and one (1) for Tillman Ridge Transfer Station - Client must enter into an agreement with Fiserv, BofA, Point & Pay or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with Fiserv, BofA, Point & Pay or Elavon are not included in PSLLC pricing unless specifically noted)	$1,885.00	$3,770.00
2	LN	Driver's License and Barcode Scanning Module – (One (1) for Stratton Road Transfer Station and one (1) for Tillman Ridge Transfer Station)	$1,575.00	$3,150.00
1	FF	AR and Aging Module – (Pricing based off size of St. Johns County operation. Quoted differently in Cooperative Agreement 19-202)	$4,995.00	$4,995.00
16	HR	Export to Third Party Accounting Package (GL only) – (Workday)	$225.00	$3,600.00
1	FF	Web Reporting and Payment Module – (This is a Paradigm Software® hosted solution. Hosting fees will be invoiced annually based on estimated usage in a separate line item. A reconciliation will be performed annually to adjust as needed. Client must enter into an Agreement with Fiserv. This module requires the Accounts Receivable and Aging Module.)	$25,000.00	$25,000.00
1	FF	Paradigm Distributed Messaging Module (1-5 lanes)	$2,625.00	$2,625.00
1	FF	Alerts / Rules Module	$2,625.00	$2,625.00
1	FF	Insufficient Funds/Split Payments Module	$1,575.00	$1,575.00
1	FF	Software Discount – (Based on percentage that was given in Cooperative Agreement 19-202)	($1,592.21)	($1,592.21)
1	FF	Historical Data Conversion – (Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s))	$0.00	$0.00
2	EA	Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	$504.90	$1,009.80
1	EA	Case Indoor Thermal Receipt Paper (50 Rolls)	$131.24	$131.24

2	EA	Barcode Scanner – Wireless (DS2278) – (For attended lanes – Cordless Area Imager, Standard Range. Includes cradle and USB cable.)	$636.37	$1,272.74
2	EA	2-port Perle Extended Temperature Serial Server (Block) – (One (1) for Stratton Road Transfer Station and one (1) for Tillman Ridge Transfer Station – Connection to scales)	$988.94	$1,977.88
60	HR	Remote Install/Training – Implementation – (During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.	$210.00	$12,600.00

Licensing, Feature Enhancements, and Implementation Total: **$76,389.45***

*Exclusive of any applicable taxes.

APPENDIX B

Licensing, Feature Enhancements, and Implementation Payment Schedule

Percentage Due:	Amount Due:
50% - Hardware Due Upon Contract Execution	$2,195.83
40% - Services Due Upon Contract Execution	$5,040.00
25% - Hardware Due Upon Delivery	$1,097.92
100% - Software Due Upon Initial Installation of Base Version in Test Environment	$59,397.79
25% - Services Due Upon Initial Installation of Base Version in Test Environment	$3,150.00
20% - Services Due Upon Go-Live	$2,520.00
25% - Hardware Due Upon Go-Live	$1,097.92
15% - Services Due 90 Days After Go-Live	$1,890.00
	$76,389.45*

Annual Support Services and Service Fees Payment Schedule

Percentage Due:	Amount Due:
100% - Software Support and Escrow Due 90 Days After Go-Live and Pro-Rated to coincide with Credit Card Gateway Services and Annually Thereafter (with modifications per the Terms of the Agreement)	$12,748.00
100% - Due Upon Go-Live – Web Hosting Fee – (Annually Paradigm will inform Client of any adjustment to Hosting Fee, separate from any Annual Standard Support adjustment, at least sixty (60) days prior to renewal)	$12,000.00
100% - Due Upon Go-Live - Gateway Per Transaction Tier (up to 3,000 transactions per month) – Annually Thereafter (with modifications per the Terms of the Agreement)	$4,860.00
	$29,608.00*

*Exclusive of any applicable taxes.

APPENDIX C

Cooperative Agreement 19-202

RIDER 1

St. Johns County Supplemental Terms and Conditions

1. St. Johns County, a political subdivision of the State of Florida ("County"), in utilizing the Solid Waste Authority of Palm Beach County (Master Agreement No. 19-202) with Paradigm Software, LLC (hereinafter referred to as "Paradigm"), hereby agrees to purchase WeighStation Software in accordance with the terms and conditions of the Solid Waste Authority of Palm Beach County contract and the executed Paradigm Standard Support Services and Licensing Agreement.

   This Rider 1, which contains the County's Supplemental Terms and Conditions, shall govern in the event of a conflict or inconsistency between the Contract Documents. For purposes of clarity, the Contract Documents shall consist of the Solid Waste Authority of Palm Beach County Master Agreement No. 19-202, the executed Paradigm Standard Support Services and Licensing Agreement, Contractor's pricing and implementation schedule, and this Rider 1.

2. Compensation:
   A. The County shall compensate Contractor in accordance with the pricing, rates, and service schedules set forth in the Solid Waste Authority of Palm Beach County Master Agreement No.19-202 Solid Waste Authority of Palm Beach County Master Agreement No. 19-202 and the executed Paradigm Standard Support Services and Licensing Agreement (Appendix A), and as may be amended as provided herein. The maximum amount available as compensation to Contractor under this Contract shall not exceed the amount budgeted by the St. Johns County Solid Waste Division for services delivered in accordance with the Contract Documents.

   B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation shall be based upon Contractor's providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.

   C. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.

3. Availability of Funds.
   The County's obligations under this Contract are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract, (and the County agrees that it shall not execute and submit for the purchase of any products or services from Contractor unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

4. Permits and Licenses.
   To the extent that Contractor needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at Contractor's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

5. Independent Contractor Relationship.
   Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County.

   In all respects Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

6. Duration & Renewal.
   The Agreement shall remain in effect for the term specified in the executed Paradigm Cooperative Acceptance Agreement, and consistent with the Solid Waste Authority of Palm Beach County Master Agreement No.19-202, unless earlier terminated by the County in accordance with the provisions herein.

7. Public Records
   Contractor shall comply and shall require all of its subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

   (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

   (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

   (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

   (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

   If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

   Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

   IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

7. Severability.
   If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

8. No Waiver; Course of Dealing
   The delay or failure by the Parties to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the Parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either Party for the enforcement of the

obligations of the other Party, the prevailing Party shall be entitled to recover reasonable attorney's fees.

9. No Waiver of Sovereign Immunity
   Nothing herein is intended to serve as a waiver of sovereign immunity by the County or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

10. Contract Claims/Disputes
    If any dispute between the County and Contractor arises under this Agreement, and such dispute cannot be resolved by good faith negotiation at the field level between the County and Contractor's respective Project Managers, such dispute shall be promptly referred to Senior Representatives of the County User Department and Contractor's Project Team, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any such meeting(s), the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

    If after meeting, the Senior Representatives of the County User Department and Contractor's Project Team determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Contractor shall submit a Contract claim as provided herein.

    Claims arising from this Agreement shall be filed with the Purchasing Director. Prior to filing a contract claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Contractor is required to proceed with performance of the Services and maintain effective progress to complete the Services within the Contract Term set forth herein. The contract claim shall include, at a minimum, the following:

    a) The name and address of the Contractor and any legal counsel; and
    b) The address to which the Purchasing Director should send their final decision; and
    c) Identification of the final adverse decision or document that is the subject of the contract claim; and
    d) Identification of the administrative remedies providing for in the contract that were pursued prior to the claim and the outcome; and
    e) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claims; and
    f) A statement of the grounds for each issue raised in the contract claim; and
    g) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the claim.

    During the Purchasing Director's review of the contract claim, the Purchasing Director may request additional information from either Party. The Parties are to provide the Purchasing Director with the requested information within the time period set forth in the request. Failure of any Party to timely comply may result in resolution of the claim without consideration of the requested information.

    The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Purchasing Director shall be sent to the Contractor to the notice address listed herein or by such other means as agreed to by the Parties.

    The decision for any contract claim by the Purchasing Director may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contract's decision. Failure of the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all

information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes further legal action in Circuit Court.

11. Termination.
    This Agreement may be terminated by the County without cause upon at least sixty (60) calendar days advance written notice to Contractor of such termination without cause. Termination without cause shall also be used in the event the County fails to lawfully appropriate sufficient funds in any given Fiscal Year. This Agreement may also be terminated by the County for cause or default by the Contractor with five (5) calendar days' notice to the Contractor.

12. Notice of Default / Right to Cure
    A. Should Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

    B. It is expressly noted that, should the County issue more than one notice of default to Contractor during the term of this Agreement, such action shall constitute cause for termination of this Agreement.

    C. Consistent with other provisions in this Agreement, Contractor shall be paid for Services authorized and due under this Agreement signed between the parties. If the County terminates because of a Contractor breach, Contractor will refund any unused and prepaid fees. If the County terminates without cause, Contractor will not refund any prepaid fees.

    D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, Contractor shall:
        1. Stop work on the date to the extent specified.
        2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
        3. This not a works for hire arrangement. Customer is not receiving any work product from Contractor.
        4. Continue and complete all parts of the work that have not been terminated.

13. Personnel.
    Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

14. Subcontracting.
    The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, Contractor shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

15. Governing Law and Venue.
    This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

16. Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.

The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

Contractor acknowledges that, in the event that the County terminates this Agreement for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

17. Scrutinized Companies Lists

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

18. Convicted and Discriminatory Vendor Lists

Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

19. Insurance.

Contractor, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the duration of this Agreement.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation

of the insurance. Compliance with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

Contractor shall maintain during the life of this Agreement, Commercial General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Contractor or by anyone directly employed by or contracting with Contractor.

Contractor shall maintain during the life of this Agreement, Cyber Liability Insurance with minimum limits of $5,000,000 per occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Contractor or by anyone directly employed by or contracting with Contractor.

Contractor shall maintain during the life of this Agreement, Commercial Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability to protect Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of non-owned vehicles, including rented/hired automobiles whether such operations be by Contractor or by anyone directly or indirectly employed by a Contractor.

Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

20. Indemnification.
Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of this Agreement.

To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, subject to the determination by a court or administrative body of competent jurisdiction, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractor, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give

effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Contractor's subcontractors, that impact Project completion and/or success.

21. Non-Exclusive Right
    Contractor has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

22. Successors & Assigns.
    The County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

23. Remedies.
    Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

24. Conflict of Interest.
    Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. Contractor further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Contractor may undertake and request an opinion of Contractor, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by Contractor. The County agrees to notify Contractor of its opinion by certified mail within 30 days of receipt of notification by Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Contractor, the County shall so state in the notification and Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Contractor under the terms of this Contract Agreement.

25. Excusable Delays.
    Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of Contractor and its subcontractor(s) and is without the fault or negligence of either of them, Contractor shall not be deemed to be in default. Upon Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

26. Arrears.
    Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

27. Ownership of Documents.
    Contractor acknowledges that all information provided by County to Contractor shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by Contractor under this Agreement remains the property of Contractor. Contractor claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, the Contractor terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

28. Contingent Fees.
    Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

29. Access & Audits.
    Contractor shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such Contractor books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

30. Nondiscrimination.
    The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Contractor shall include the foregoing or similar language in its contracts with any subcontractors.

31. Entirety of Contractual Agreement.
    The County and Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and Contractor .

32. Compliance with Florida Statute 287.138
    Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

    Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

33. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

34. Authority to Practice.
Contractor hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

35. Severability.
If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

36. Amendments & Modifications.
No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

37. Arbitration.
Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

38. Notices.
Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communications ("Notices") under this Agreement shall be validly given when delivered as follows:

(1) Hand delivered to Contractor's Authorized Representative or hand delivered, during normal business hours, and addressed as shown below, or
(2) Delivered by U.S. Mail, electronic mail, or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, Purchasing Manager
4040 Lewis Speedway
St. Augustine, FL 32084
Email: ldaniels@sjcfl.us

and if sent to Contractor:

Paradigm Software, LLC
Attn: Jackie W. Barlow II
174 Watercolor Way, Suite 103-237
Santa Rosa Beach, FL 32459
Email: Jackie.barlow@paradigmsoftware.com

39. Headings.
The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

40. No Third Party Beneficiaries.
    Both the County and Contractor explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

41. Use of County Logo.
    Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

42. Survival.
    The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

St. Johns County/Florida	**Paradigm Software, LLC**
Sign:_____	Sign:_____
Print Name:_____	Print Name: _____
Title:_____	Title:_____
Date: _____	Date:_____

ORIGINAL

Proposal for
Solid Waste Authority of Palm Beach County, FL
For
Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System
RFP #19-202/DL

Closing
Monday, January 14, 2019
2:00 PM (Local Time)

Submitted by
Paradigm Software, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030
(410) 329-1300
Mr. Jackie W. Barlow, II
jackie.barlow@paradigmsoftware.com

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113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030
Phone 410-329-1300
Fax 443-275-2509

January 14, 2019

Solid Waste Authority of Palm Beach County, FL
7501 North Jog Road
West Palm Beach, FL 33412

Subject: **Technical Proposal for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System RFP #19-202/DL**

To Whom It May Concern:

Paradigm Software, L.L.C. ("PSLLC"), an American owned and operated company, is pleased to submit the enclosed information for its industry standard CompuWeigh™ System to the Solid Waste Authority of Palm Beach County, Florida ("Customer"), in accordance with the RFP mentioned above. PSLLC understands the requirements of this RFP; meets the minimum system requirements as specified in the RFP and have the required insurance. This proposal is valid for 120 days from the closing date. We have received Addendum #1 & #2.

PSLLC has a 99% customer retention rate and our first customer is still using the product today. PSLLC is a municipal friendly company where over 84% of our customer base is in the public sector. We understand the municipal business and have focused our attention to meeting the needs of municipalities. In addition, we understand that municipalities across the country do business differently and our software can adapt and be modified to meet and, in most cases, exceed the business requirements.

The following individuals have binding authorization for the organization and for this response.

Phil Weglein, Chief Executive Officer – phil.weglein@paradigmsoftware.com
Jackie Barlow, II, Chief Operating Officer – jackie.barlow@paradigmsoftware.com

113 Old Padonia Road, Suite 200, Cockeysville, MD 21030
(410) 329-1300

We look forward to performing a full demonstration of the system for your staff. We look forward to a long-lasting business relationship with the Solid Waste Authority of Palm Beach County, Florida. If you should have any questions, please feel free to contact me.

Regards,

Mr. Jackie W. Barlow, II
Chief Operating Officer

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1. General Information

1.1 Proposal Form 1 – Transmittal Letter

Please see the next page for our Transmittal Letter.

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113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030-4967
Phone 410-329-1300
Fax 443-275-2509

January 14, 2019

Diane LeRay CPPO, CPPB
Procurement Manager, Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

Dear Ms. LeRay:

Paradigm Software, L.L.C. (PROPOSER) hereby submits its Proposal in response to the Request for Proposal (RFP No.: 19-202/DL) for INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM issued by the Solid Waste Authority of Palm Beach County (AUTHORITY) in October 2018.

As a duly authorized representative of the PROPOSER, I hereby certify, represent and warrant, on behalf of the PROPOSER team, as follows in connection with the Proposal:

1. The PROPOSER acknowledges receipt of the RFP and the following Addenda:

No.	Date
RFP	October 19, 2018
ADDENDUM NO. 1	November 2, 2018
ADDENDUM NO. 2	December 6, 2018

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the PROPOSER.

3. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the AUTHORITY will rely on such information and statements in qualifying PROPOSER.

4. The PROPOSER certifies under penalties of perjury that the RFP has been prepared and is submitted in good faith without collusion, fraud or any other action with any other person taken in restraint of free and open competition for the services contemplated by the RFP. As used in this Proposal Form, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

5. The PROPOSER is not currently suspended or debarred from doing business with any governmental entity.

6. The PROPOSER has reviewed all of the engagements and pending engagements of the PROPOSER, and no potential exists for any conflict of interest or unfair advantage. 7. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the PROPOSER.

7. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the PROPOSER.

8. The principal contact person who will serve as the interface between the AUTHORITY and the PROPOSER for all communications is:

Name:	Jackie W. Barlow, II
Title:	Chief Operating Officer
Mailing Address:	113 Old Padonia Road, Suite 200, Cockeysville, MD 21030
Phone:	(410) 329-1300
Fax:	(443) 275-2509
Email:	jackie.barlow@paradigmsoftware.com

The PROPOSER has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with this RFP and the Proposal.

Paradigm Software, L.L.C.
Name of Proposer

Jackie W. Barlow, II
Print Name of Designated Signatory

Signature

Chief Operating Officer
Title

State of _____
County of _____

On this 12th day of January, 2019, before me appeared Jackie W. Barlow, II personally known to me to be the person described in and who executed this RFP Response and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Signature

Notary Public in and of the State of _____

(Affix Seal here)

(Name printed)

Residing at _____

My commission expires _____

ACKNOWLEDGMENT OF CONSULTANT, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this 12th day of January, 2019, before me personally came and appeared Jackie W. Barlow, II / Chief Operating Officer, to me known, and known to me to be one of the members of the firm of Paradigm Software, L.L.C. described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____

Notary Public

(Seal)

1.2 Proposal Form 2 – Price Proposal

PROPOSER shall provide a completed Proposal Form 2 – Price Proposal to provide all labor and materials necessary to furnish and install the SSMS and UVSS systems at the locations identified in EXHIBIT C. In addition, PROPOSER shall provide all software, and support necessary for the successful, design, delivery, installation, implementation, testing, training, cutover, operation, maintenance and support of its Proposed System at the Authority's six (6) transfer stations, the landfill, the renewable energy facility site and the Recovered Material Processing Facility (RMPF), as well as the AUTHORITY's central Administrative office.

PROPOSER shall also provide unattended devices to replace the AUTHORITY's current UVSS devices at all identified locations to be fully integrated into the SSMS. With the exception of the unattended devices, it is the AUTHORITY's expectation that the AUTHORITY will provide all other hardware (servers, cash drawers, peripherals, etc.).

The AUTHORITY reserves the right to purchase some or all of the hardware from the PROPOSER if mutually agreeable. PROPOSER shall provide specifications for and/or identify all hardware required for the successful completion of the project and specifically identify which hardware, if any, must be purchased from the PROPOSER and include such hardware and pricing on this Price Proposal Form.

PROPOSER shall provide maintenance and service as specified in the Scope of Services herein.

PROPOSED FEES			
Description	Qty / UM	Unit Price	Extended Price
1. CompuWeigh License - (1-user concurrent license)	20 / Each	$525.00	$10,500.00
2. WeighStation Program License	30 / Lane	$5,775.00	$173,250.00
3. MSMQ Module (>20 lanes)	1 / Flat Fee	$14,950.00	$14,950.00
4. Insufficient Funds/Split Payments Module	1 / Flat Fee	$1,575.00	$1,575.00
5. Alerts / Rules Module	1 / Flat Fee	$2,625.00	$2,625.00
6. Software Discount	1 / Each	($10,000.00)	($10,000.00)
7. AR and Aging Module	1 / Flat Fee	$19,995.00	$19,995.00
8. WeighPass Module	1 / Flat Fee	$9,625.00	$9,625.00
9. Unattended Module (includes RF Module)	1 / Flat Fee	$20,000.00	$20,000.00
10. Jobs Module	1 / Flat Fee	$25,000.00	$25,000.00
11. Video/Picture Module	30 / Lane	$1,575.00	$47,250.00
12. Light Module	1 / Flat Fee	$15,000.00	$15,000.00
13. Gate Module	1 / Flat Fee	$15,000.00	$15,000.00
14. WeighPay Module – (Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not	30 / Lane	$1,885.00	$56,550.00

included in PSLLC pricing unless specifically noted.)			
15. Web Reporting Module (with credit card integration) (Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor. Customer is responsible for hosting for the solution, SSL and any and all fees. PSLLC can provide hosting for an additional fee if the Authority is interested.)	1 / Flat Fee	$25,000.00	$25,000.00
16. Signature Capture Module	22 / Lane	$1,050.00	$23,100.00
17. Export to Third-Party Accounting Package (GL only) – (Export to eFinancePlus Software)	Hour	$225.00	$3,600.00
18. Swing Away Canopy for Enclosures	8 / Each	$1,660.19	$13,281.52
19. Kiosk Enclosure (w/heater, fan, exhaust & thermostat – (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit and bollards. PSLLC will configure the hardware to work with the software.)	8 / Each	$4,241.75	$33,934.00
20. LCD Display - (Color 1550 NIT Direct Sun Readable [includes one spare])	9 / Each	$1,975.00	$17,775.00
21. USB to VGA Adapter - (includes one spare)	9 / Each	$75.00	$675.00
22. Video Extender (up to 300') - (includes one spare)	9 / Each	$425.00	$3,825.00
23. Keypad (16-key) - (includes one spare)	9 / Each	$375.00	$3,375.00
24. Kiosk Thermal Receipt Printer - (includes one spare)	9 / Each	$850.00	$7,650.00
25. 2-port Extended Temperature Serial Server (Perle) - (in enclosure to convert serial devices to TCP/IP [includes one spare])	9 / Each	$528.06	$4,752.54
26. RF Junction Box - (to connect to existing RF Readers)	8 / Each	$600.00	$4,800.00
27. 1-port Serial Server (Perle) - (to convert RF serial device to TCP/IP [includes one spare])	9 / Each	$486.20	$4,375.80
28. Intercom Master (IP) - (Includes Master Station, Sub-Station Adapter and Transformer -	9 / Each	$1,870.64	$16,835.76

customer must provide POE Switch [includes one spare])			
29. Intercom Remote Horn/Station (IP) - (Includes Horn and Push Button - customer must provide POE Switch [includes one spare])	9 / Each	$751.17	$6,760.53
30. 4-port Extended Temperature Serial Server (Perle) - (to convert attended scales from serial to TCP/IP - assumes all scales are at the same scale house Central County Transfer Station - 1 North County Regional Waste Disposal Facility - 1 Renewable Energy Facility - 1 South West County Transfer Station - 1 [includes one spare])	5 / Each	$774.80	$3,874.00
31. 2-port Extended Temperature Serial Server (Perle) - (to convert attended scales from serial to TCP/IP - assumes all scales are at the same scale house North County Transfer Station - 1 South County Transfer Station - 1 West Central Transfer Station - 1 West County Transfer Station - 1 [includes one spare])	5 / Each	$528.06	$2,640.30
32. 1-port Serial Server (Perle) - (to convert attended scale from serial to TCP/IP Recoverable Materials Processing Facility - 1)	1 / Each	$486.20	$486.20
33. 1-port Serial Server (Perle) - (to convert unattended scales from serial to TCP/IP Central County Transfer Station - 2 North County Regional Waste Disposal Facility - 1 North County Transfer Station - 1 Renewable Energy Facility - 1 South County Transfer Station - 1 South West County Transfer Station - 1 West Central Transfer Station - 1 [includes one spare])	9 / Each	$486.20	$4,375.80

34. Case Kiosk Thermal Receipt Paper (8 Rolls) - (one case per site)	7 / Each	$145.54	$1,018.78
35. Outdoor Display - (External Display - 24X64 Compact Outdoor Enclosed)	30 / Each	$2,457.00	$73,710.00
36. Project Management - (Authority will only be invoiced for time used)	1,040 / Hour	$150.00	$156,000.00
37. On-Site Installation - (Hardware - includes travel for one trip)	1 / Flat Fee	$38,500.00	$38,500.00
38. On-Site Installation - (Go-Live - 1 Site - 3 Techs for 7 days (2 weekend days) - includes travel)	168 / Hour	$301.60	$50,668.80
39. On-Site Installation - (Go-Live - 2 Sites - 3 Techs for 5 days - includes travel)	120 / Hour	$281.25	$33,750.00
40. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	$281.25	$45,000.00
41. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	$281.25	$45,000.00
42. On-Site Training - (includes travel and weekend travel stay)	160 / Hour	$271.86	$43,497.60
43. Remote Install/Training - (Authority will only be invoiced for time used)	480 / Hour	$210.00	$100,800.00
44. On-Site Installation - (After Hours Work - Authority will only be invoiced for time used)	200 / Hour	$315.00	$63,000.00
45. Annual Support	Year	$92,604.10	$92,604.00
			$ 1,325,985.63

Proposed fees shall include all expenses and equipment, including but not limited to any other relevant out of pocket expenses necessary to carry out the task.

PSLLC's current hourly rates are as follows:

Job Description	**During Business Hours**	**After Business Hours**
Implementation Specialist	$210.00	$315.00
Support Specialist	$210.00	$315.00
Business Development Specialist	$210.00	$315.00
Software Engineer / Programmer	$250.00	$375.00
Executive Management	$300.00	$450.00
Rush Job	1.5 times rate above	1.5 times rate above

Additional Optional Modules

Per the requirements of the RFP, we are providing the current pricing for the additional optional modules listed in Section 6.

Custom Free Units Module	1 / Flat Fee	$2,625.00	$2,625.00
Disposal Authorization Slips Module	1 / Flat Fee	$7,875.00	$7,875.00
Letter of Authorization Module	1 / Flat Fee	$7,875.00	$7,875.00
Inventory Module	1 / Flat Fee	$5,250.00	$5,250.00
Offenses Module	1 / Flat Fee	$2,625.00	$2,625.00
Radiation Module	1 / Lane	$1,575.00	$1,575.00
Driver's License Scanning Module	1 / Lane	$1,575.00	$1,575.00
Add Air Conditioning Unit to Kiosk Enclosure (Unattended)	8 / Each	$3,000.00	$24,000.00

PSLLC agrees to that after the Authority and PSLLC negotiate the implementation plan that final pricing will be adjusted accordingly.

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1.3 Proposal Form 3 – Non-Collusion Affidavit

State of _____
County of _____

Being duly sworn deposes and says:

That she/he is an officer of the parties making the foregoing Proposal, that such Proposal is genuine and not collusive or sham; that said PROPOSER has not colluded, conspired, connived or agreed, directly or indirectly with any PROPOSER or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the price or affiant or any other PROPOSER, or to fix any overhead, profit or cost element of said price, or that of any other PROPOSER, or to secure any advantage against the AUTHORITY, or any person interested in the proposed contract and that all statements in said Proposal are true.

Paradigm Software, L.L.C.
Name of Proposer

Jackie W. Barlow, II
Print Name of Designated Signatory

Signature

Chief Operating Officer
Title

On this 12th day of January, 2019, before me appeared Jackie W. Barlow, II / Chief Operating Officer personally known to me to be the person described in and who executed this RFP Response and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Signature

Notary Public in and of the State of Maryland

(Affix Seal here)

(Name printed)

Residing at _____

My commission expires _____

1.4 Proposal Form 4 – Drug-Free Workplace

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Paradigm Software, L.L.C. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Jackie W. Barlow, II

Print Name of Designated Signatory

Signature

01/12/2019

Date

1.5 Proposal Form 5 – S/M/W Business Enterprise Subcontractor

Please see the next page for our S/M/W Business Enterprise Subcontractor.

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PROPOSAL FORM 5

Equal Business Opportunity Office

Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

DATE	01/12/2019

SOLICITATION INFORMATION					
Contract #:					
Project Name:	**Integrated Point of Sale / Vehicle Scale Software Management and Accounts Receivable System**		**Project Start Date:**	**TBD**	
Project Location:	**Palm Beach County, FL**				
Bidder/ Proposer:	**Paradigm Software, L.L.C.**				
Address:	**113 Old Padonia Road, Suite 200 Cockeysville, MD 21030**				
Contact Person:	**Mr. Jackie W. Barlow, II**	**Email Address:**	**jackie.barlow@paradigmsoftware.com**	**Phone #:**	**410 329 1300**

ORGANIZATION STATUS						
Business Association	**Business Name**	**Business Address**	**Business Phone #**	**Type of Work to be Performed**	**% of Work**	**$ Amount**
Prime Bidder/Proposer	**Paradigm Software, L.L.C.**	**113 Old Padonia Road, Suite 200 Cockeysville, MD 21030**	**410-329-1300**	**Software/Hardware Implementation and Support**	**85%**	**$1,131,485.63**
S/M/WBE Subcontractor	**Greywood Consulting, Corp.**	**3300 South Dixie Highway, Suite 1-138 West Palm Beach, FL 33405**	**678-612-2446**	**Program/Project Management**	**12%**	**$156,000.00**
S/M/WBE Subcontractor					**%**	**$**
S/M/WBE Subcontractor					**%**	**$**
S/M/WBE Subcontractor					**%**	**$**
S/M/WBE Subcontractor					**%**	**$**
				TOTAL PARTICIPATION % & DOLLAR AMOUNT:	**100%**	**$1,287,485.63**
				TOTAL CONTRACT AMOUNT:	**$**	$1,287,485.63

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the Authority that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

_____	**Jackie W. Barlow, II**	**01/12/2019**
Bidder/Proposer Signature	**Name & Title (Print)**	**Date**

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	**Business Name**	**Business Address**	**Business Phone #**	**Type of Work to be Performed**	**% of Work**	**$ Amount**
Non S/M/WBE Subcontractor	**Kanawha Scales and Systems, Inc.**	**111 Jacobson Drive** Poca, WV 25159	**800-955-8321**	**Hardware Installation**	**3%**	**$38,500.00**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
				TOTAL PARTICIPATION % & DOLLAR AMOUNT:	**100%**	**$38,500.00**
				TOTAL CONTRACT AMOUNT:	**$**	$38,500.00

1.6 Proposal Form 6 – Statement of Intent to Perform as S/M/WBE

Please see the next page for our Statement of Intent to Perform as S/M/WBE.

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PROPOSAL FORM 6

Equal Business Opportunity Office

Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #:	19-202/DL

CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: X Yes _____ No

Greywood Consulting, Corp. (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with **Paradigm Software, L.L.C.** (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Program / Project Management (based on approximately 1,040 hours)	$156,000.00	12%
2		$	%
3		$	%
4		$	%
	TOTAL VALUE OF WORK	**$156,000.00**	**12%**

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

S/M/WBE Subcontractor (Signature)	**Title**
Name of S/M/WBE Subcontractor (Print)	**Date**
Prime Contractor (Signature)	**Title**
Prime Contractor (Print)	**Date**

1.7 Proposal Form 7 – Subcontracting Goal – Waiver Request

PSLLC has not completed the Subcontracting Goal – Waiver Request form as we are using a local business who meets the S/M/W/BE requirement.

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PROPOSAL FORM 7

Equal Business Opportunity Office
Subcontracting Goal – Waiver Request

DATE:	01/12/2019

	CONTACT INFORMATION		
Solicitation Title:	**Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System**		
Solicitation #:	**19-202/DL**		
Prime Contractor:	**Paradigm Software, L.L.C.**		
Contact Person:	**Mr. Jackie W. Barlow, II**		
Phone No:	**410-329-1300**	**Email:**	**jackie.barlow@paradigmsoftware.com**

GOOD FAITH EFFORT DOCUMENTATION
In the sections below, points will ONLY be awarded for fully satisfying the criteria. For more information on the Subcontracting Waiver Criteria or for assistance on completing the Subcontracting Waiver Request Form, please contact the EBO Office at (561) 640-4000. **Respondents must obtain a total of 70 points to receive a waiver approval.**

SECTION A – Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal	25 points
Please provide documentation and supporting evidence to show how the criteria was fulfilled:	
List the specific scope of work identified for each of the S/M/WBEs contacted Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s) Additional comments, if any	
Response: **PSLLC has not completed the Subcontracting Goal – Waiver Request form as we are using a local business who meets the S/M/W/BE requirement.**	
Requirements: Provide a list of elements of the scope of work, specifically referencing appropriate NIGP codes, and estimated percentages of subcontracting opportunities and estimated percentage of work to be self-performed by Respondent. Respondent must solicit a reasonable number of available S/WBE subcontractor(s) that are capable of performing each type of work that Respondent is seeking to subcontract. No points will be awarded for this category if the Respondent fails to list sufficient commercially useful subcontracting opportunities to meet the established goal.	

SECTION B – Initial Communications to Potential S/M/WBE Subcontractors Using Vendor Registration System (VRS) / Website or Other Certifying Entity's S/M/WBE Directories	20 points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled.
Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver Request and if outreach occurred within the specified timeframe.

1. Contact at least three (3) S/M/WBEs, where available for each scope of work identified to be subcontracted in Section A (email/call logs/faxes)
2. Include current documentation of searches from Vendor Registration System (VRS) / Website or Other Certifying Entity's S/M/WBE Directories
3. Notify S/M/WBEs at least ten (10) calendar days prior to the bid closing date
4. Additional comments, if any

Response:

PSLLC has not completed the Subcontracting Goal – Waiver Request form as we are using a local business who meets the S/M/W/BE requirement.

Requirements:

1. Each subcontractor solicitation must be documented to have been sent by Respondent **no later than 10 calendar days** prior to the Authority's bid due date, and to have been sent to the email address or fax number and contact person for the S/M/WBE firm that has been registered with the Authority or Certifying Entity in accordance with the Economic Inclusion Policy.
2. Each initial communication to potential S/M/WBE subcontractors by Respondent must contain in the subject line a reference to "subcontractor solicitation" as well as the name of the project and bid solicitation number as provided in the Authority's bid solicitation.
   - o The body of each initial communication to S/M/WBE subcontractors from Respondent must contain a current web link to the Respondent's own web page wherein its solicitation for subcontractors for various scopes of work for that specific prime contract are posted.
3. Respondent's web posting must provide detailed instructions to prospective subcontractors as to the appropriate format and means for submitting a subcontract bid, as well as all information that is required for submitting a bid to the Respondent, including, but not limited to, Respondent's contact information for subcontracting bid submittals, bid specifications for each element of subcontracted work, the bid due date for subcontractors, bonding and insurance requirements for subcontractors, and reference requirements.
4. For each category of work identified by Respondent as being available for subcontracting, copies of emails or fax correspondence to **no fewer than 3 certified S/M/WBEs**, where available as being able to perform that category of commercially useful work.
5. Copies of email and/or fax records reflecting that each such subcontractor solicitation sent by Respondent was sent **no later than 10 calendar days** prior to the bid due date as established by the Authority, and that each such solicitation was sent to the fax number and/or email address and contact person for the S/M/WBE firm that has been registered with the Authority or Certifying Entity in accordance with the Economic Inclusion Policy as being capable of performing each such category of work.
6. Documents reflecting that the web link to the Bidder's web page contained in the initial communication was current and valid as of the date the communication was sent to prospective S/M/WBE subcontractors. (Printed web pages reflecting required information, the web page address and the date of printing may suffice.)

SECTION C – Follow-up Communications & Bid Negotiations with Potential Subcontractors	35 points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled.
Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver Request and if outreach occurred within the specified timeframe.

1. Follow up with S/M/WBEs at least three (3) calendar days prior to the bid closing date. ***Note that an alternate form of communication is required from the communication methods used in Section B***
2. Document if a response was received from S/M/WBEs contacted. If a S/M/WBE submitted a bid, indicate negotiations and reasoning for not accepting the bid
3. Additional comments, if any

Response:

PSLLC has not completed the Subcontracting Goal – Waiver Request form as we are using a local business who meets the S/M/W/BE requirement.

Requirements:

1. Communication log documenting telephone/fax/email follow-up. This log must include the Authority's eligible subcontractor's/supplier's company name, telephone number, email address, fax number, contact person, time, date, and result of the follow-up communication.
2. Respondent must follow-up with all solicited potential subcontractors/suppliers who have not responded to initial notification or must state reasonable basis for lack of follow-up action.
3. If Respondent does not receive feedback from initial communication or received notification that initial outreach was not successfully received (wrong or disconnected phone/fax/, email delivery failure), Respondent must show alternative methods of communication utilized for outreach.
4. Copies of all emails, faxes, subcontractor bid offers, Respondent's written responses to subcontractor bid offers, and other written communications exchanged between Respondent and prospective subcontractors during the bidding process must be provided.

SECTION D - Attendance at Pre-Submittal Conference – Solid Waste Authority of PBC Purchasing staff maintains documentation regarding attendance at the pre-submittal conference	5 Points
Please provide written documentation and supporting evidence to show how the criteria was fulfilled. Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver request and if outreach occurred within the specified timeframe.	
1. Below, list the individuals from your firm that attended the pre-submittal conference	
Response: **Jackie W. Barlow, II – Paradigm Software, L.L.C.** **Lorna Anderson – Greywood Consulting, Corp.**	
Requirements: Potential subcontractors/suppliers are encouraged to attend pre-submission meetings, which serve as an opportunity to meet prime Respondents. Respondents demonstrate attendance at pre-submittal conference by signing-in physically. No documentation other than list of company representatives in attendance are required by Respondent; the Authority staff will maintain internal documentation.	

SECTION E – Other Criteria (Bonding / Insurance / Supplier Credit Assistance)	15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled. To receive all 15 points, three (3) additional good faith efforts must be completed. Note the items below are recommendations of "Other Criteria." The Respondent may identify other good faith efforts in the area provided below (subject to approval):

1. Participate in a mentoring program in the Palm Beach, Broward or Miami-Dade Counties
2. Provide S/M/WBEs easy access to plans and specifications for S/M/WBEs
3. Host outreach events for S/M/WBEs in Palm Beach County in partnership with the Authority
4. Offer joint check services, bonding assistance or lines of credit to S/M/WBEs
5. Advertise and utilize member listings from multiple trade organizations and Chambers of Commerce
6. Other (Please list)

Response:

Not Applicable

Requirements:

1. Respondent provided subcontractors with detailed information on how, where (within Palm Beach County area) and when (during normal business hours) interested subcontractors may view or obtain the plans and specification for the project free of charge (on-site or via internet).
2. Respondent advertised for bids/quotes from interested S/M/WBE businesses not less than 10 business days prior to the Authority solicitation response deadline in one or more newspapers, trade association publications, minority- or trade oriented publications, newsletters, or trade websites.
3. Outreach to other organizations' Vendor Directories/Listings to contact certified S/M/WBEs who have been identified to perform Commercially Useful Functions for subcontracting work identified in the solicitation.
4. Assistance provided or offered to potential subcontractors/suppliers in obtaining bonding, lines of credit with suppliers or financial institutions, and insurance in connection with the bid solicitation.
5. Participating as a mentor in business mentoring programs in South Florida within the past calendar year.
6. Attending/hosting Palm Beach County business outreach events with the past calendar year.

Respondents must obtain a total of 70 or more points to receive a waiver approval. No partial points will be awarded to Respondents in Sections A-D for not meeting the criteria. *Respondents will be considered non-responsive upon denial of the Subcontracting Goal – Waiver Request Form and Subcontractor/Supplier Utilization Plan. For more information on the Subcontracting Waiver Criteria or for assistance on completing the Subcontracting Waiver Request Form, please contact the EBO Office at (561) 640-4000.*

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE, AND UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE.

Company Authorized Signature: **Print Name/Title: Jackie W. Barlow, II / COO**

To be Completed by EBO Office	Approved	TOTAL SCORE:
	Denied	____/100

1.8 Proposal Form 8 – Certification of Business Location

PSLLC has completed the attached form. PSLLC understands and agrees that we are using a local business with an office located within Palm Beach County, FL to assist in the Project Management of this implementation. The answers below are based on Greywood Consulting, Corp. headquarters and principal office in Palm Beach County, FL.

In accordance with the Solid Waste Authority's (Authority's) Local Preference Policy a preference will be given to PROPOSER having a permanent place of business in Palm Beach County ("County"). To receive a local preference, PROPOSER must have a permanent place of business within the County a minimum of one (1) year prior to the Authority's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the PROPOSER to provide the goods/services being solicited by the Authority, and will be used to verify that the PROPOSER had a permanent place of business one year prior to the issuance of the solicitation. The PROPOSER must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the PROPOSER to not receive a local preference.

In instances where the PROPOSER is exempt by law from the requirement of obtaining a Business Tax Receipt, the PROPOSER must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the PROPOSER had a permanent place of business within the County prior to the date of issuance of the solicitation. The Authority hereby retains the right to contact said PROPOSER for additional information related to this requirement after the bid/proposal due date.

I. PROPOSER is a:
X Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):
N/A Headquarters located in Palm Beach County
X Permanent office or other site located in Palm Beach County from which the vendor will produce a substantial portion of the goods and/or services.

II. The attached copy of PROPOSER's County Business Tax Receipt verifies PROPOSER'S permanent place of business.

THIS CERTIFICATION is submitted by ___Jackie W. Barlow, II_____, as
(Name of Individual)

__Chief Operating Officer___ _____, of __ ___Paradigm Software, L.L.C._____.
(Title/Position) (Firm Name of PROPOSER)

Who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original receipt. Further, it is hereby acknowledged that any misrepresentation by the PROPOSER on this Certification will be considered an unethical business practice and be grounds for sanctions against future Authority business with the PROPOSER.

_____ 01/12/2019
(Signature) (Date)

1.9 Proposal Form 9 – Proposer's Qualification Statement

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
PURCHASING SERVICES DEPARTMENT
7501 N. Jog Road
West Palm Beach, FL. 33412

Submitted by:
Name: **Jackie W. Barlow II**
Address: **113 Old Padonia Road, Suite 200**
City, State, Zip: **Cockeysville, Maryland 21030**
Federal Identification Number (FID) **37-1348708**

Check One	
Corporation:	____
Partnership:	**X**
Individual:	____
Other*	____

(*if other is being checked, please provide supporting documentation to validate the legality of the Firm)

1. State the true, exact, correct and complete name of the partnership, trade or fictitious name under which you do business and the address of the place of business.
   The correct name of the PROPOSER is:
   Paradigm Software, L.L.C.
   The address of the principal place of business is:
   113 Old Padonia Road, Suite 200
   Cockeysville, Maryland 21030

2. If PROPOSER is corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and Address of Resident Agent: _____

3. If PROPOSER is an individual or a partnership, answer the following:
   a. Date of organization: **10/31/1991**
   b. Name, address and ownership units of all partners: **Philip S. Weglein – 100% Ownership, 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030**
   c. State whether general or limited partnership: **General**

4. If PROPOSER is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **N/A**

5. If PROPOSER is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**

6. How many years has your organization been in business under its present business name? **27 years**

   Under what other former names has your organization operated? **N/A**

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP solicitation. Please attach certificate of competency and/or state registration. **Sunbiz Registration Number M00000002009 http://www.ncwm.net/ntep/cert_search?ob=&obd=&cc_num=&status=Any&man=paradigm&mod=&dvt=&keyword=&search=Search for Weights and Measures Certificate Number 96-049A2. These certificates are listed on the following pages.**

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DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Manage/Change with E-Filing /

Welcome/Login | Report & Update Information | Final Review | Payment

Business Name	Type	Document Number	Filing Fee
PARADIGM SOFTWARE, L.L.C.	Foreign Limited Liability Company	M00000002009	$50.00

File Date	Sep 25, 2000
Filing State or Country	MD
Status	Active

1 of 6 - Review and Edit Your Information

FEI/EIN Number	37-1348708	Edit FEI/EIN Number

Principal Address

113 OLD PADONIA RD
SUITE 200
COCKEYSVILLE, MD 21030 US

Edit Principal Address

Mailing Address

113 OLD PADONIA ROAD
SUITE 200
COCKEYSVILLE, MD 21030 US

Edit Mailing Address

Registered Agent Name / Signature

Registered Agent
CT CORPORATION SYSTEM

Edit Agent / Signature

Registered Agent Information

Registered Agent Address
1200 South Pine Island Road
Plantation, FL 33324 US

Edit Address

Name And Address of Person(s) Authorized to Manage Limited Liability Company

Title MR.
WEGLEIN , PHILIP S
113 OLD PADONIA RD
SUITE 200
COCKEYSVILLE, MD 21030 US

Edit or Delete Manager

Title MR.
BARLOW , JACKIE W , II
113 OLD PADONIA RD
SUITE 200
COCKEYSVILLE, MD 21030 US

Edit or Delete Manager

Add New Manager/Authorized Member/Authorized Representative?

Important Notice: You may now list all principals (i.e., officers, directors, managers, authorized representatives, etc.) on your online annual report. Our office no longer accepts attachments.
If no additional managers/authorized members/authorized representatives are needed, move on to Step 2.

2 of 6 - Order a Certificate of Status?

Do you want a Certificate of Status?

○ Yes ◉ No

⚠ Certificate costs $5. The Certificate cost will be added to the Filing Fee.

Move on to the Final Review

Cancel - Return to Filing Screen

NATIONAL TYPE EVALUATION PROGRAM

Certificate of Conformance

for Weighing and Measuring Devices

For:
Scale System Controller
Vehicle/Platform Scale
Model: Weigh Station

***Submitted By: Contact Info. Updated October 2018**
Paradigm Software, L.L.C.
113 Old Padonia Road / Suite 200
Cockeysville, MD 21030
Tel: 410-329-1300
Fax: 443-275-2509
Contact: Jackie Barlow
Email: jackie.barlow@paradigmsoftware.com
Web site: www.paradigmsoftware.com

Standard Features and Options

Motion detection and primary weight indications are provided by the certified primary weight indicator
Weighmaster ticket printing capability
Non-weigh mode for manual weight entries
Keyboard programmable and push-button tare
Weigh-in/weigh-out capabilities
Vehicle, customer and product ID
Multiple load-receiving element (vehicle and platform) interface with scale identification
Pound, ton, metric conversions

Minimum System Requirements:
Computer Display
Alphanumeric Keyboard
Operating System: Windows 95 or higher
Hardware: 486 processor or higher, IBM compatible
Program language: Visual Basic

Display	Height	Width
Minimum size of each digit	1.0 cm	0.5 cm

This device was evaluated under the National Type Evaluation Program and was found to comply with the applicable technical requirements of "NIST Handbook 44: Specifications, Tolerances and Other Technical Requirements for Weighing and Measuring Devices." Evaluation results and device characteristics necessary for inspection and use in commerce are on the following pages. *Editorial changes, not affecting the type or metrological content, corrected this certificate.

John Gaccione
Chairman, NCWM, Inc.

Stephen Benjamin
Committee Chair, National Type Evaluation Program Committee
Issued: June 3, 2014

1135 M Street, Suite 110 / Lincoln, Nebraska 68508

The National Conference on Weights and Measures (NCWM) does not approve, recommend or endorse any proprietary product or material, either as a single item or as a class or group. Results shall not be used in advertising or sales promotion to indicate explicit or implicit endorsement of the product or material by the NCWM.

Paradigm Software, L.L.C.
Scale System Controller / Weigh Station

Application: Controller system for use with certified vehicle and/or platform scales. The scale must be interfaced to an NTEP certified indicating element

Identification: The identification information is continuously displayed at the bottom of the display when the system is in use.

Sealing: The controller requires no provision for sealing and is protected by a password that is retained by the manufacturer. Additionally, the controller requires an encrypted module that is attached to the back of the computer. The controller is inoperable without the key. Provisions for sealing metrological parameters are provided by the certified weighing and indicating elements.

Operation: The scale controller is used for weigh-in/weigh-out applications. The specific weighing element in use is automatically indicated on the weigh ticket. Manual weights may be keyboard entered, in a mode incapable of reading the scale, for correcting transactions, entering weights from certified weight tickets, and correcting erroneous data. All manual weights are identified as "Man Wt" on the weight ticket.

Test Conditions: This Certificate supersedes Certificate of Conformance number 96-049A1 and is issued without additional tests to reactivate Certificate of Conformance number 96-049A1 without lapse. Contact information has also been updated. Previous test conditions are listed below for reference.

Certificate of Conformance Number 96-049A1: This certificate supersedes Certificate of Conformance Number 96-049 and is issued to include multiple scale interface capability. The system was evaluated while interfaced to three certified digital indicating elements interfaced to three weighing elements. The emphasis of the evaluation was on performance of the system, its interaction with each indicating element and information printed on the ticket.

Certificate of Conformance Number 96-049: The software and an IBM compatible personal computer were interfaced to a certified indicator and a load cell simulator for the purpose of the evaluation. The emphasis of the evaluation was on the performance of the computer system, its interaction with the indicating element and information printed on the ticket.

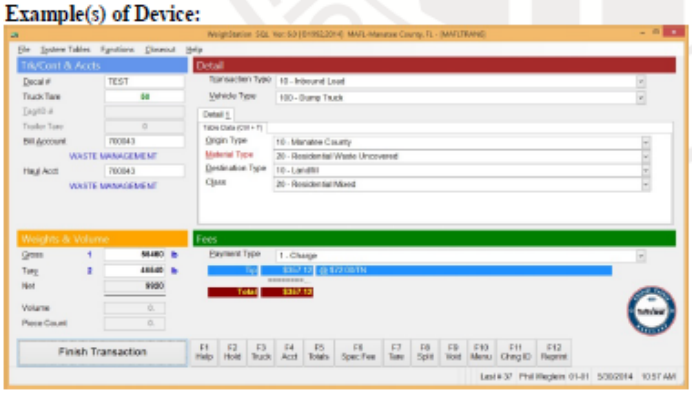
Evaluated By: G. Castro (CA) 96-049, 96-049A1

Type Evaluation Criteria Used: *NIST Handbook 44 Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices*, 1999 Edition. *NCWM Publication 14 Measuring Devices*, 1999 Edition.

Conclusion: The results of the evaluation and information provided by the manufacturer indicate the device complies with applicable requirements.

Information Reviewed By: S. Patoray (NCWM) 96-049A1; J. Truex (NCWM) 96-049A2

Example(s) of Device:



8. Provide a narrative of Firm's Safety Program, Quality Assurance/Quality Control Management methods. **PSLLC takes great pride ensuring we deliver a quality product to our customers. Once awarded, PSLLC will assign a Project Manager to be the Customer's main point of contact throughout the implementation. That point of contact will be the lead technician for the implementation and will have all resources available to him/her from Business Development, Installation Team, Support Team, Programmers/Software Engineers and Executive Management. PSLLC has implemented a milestone approach to our implementations. During the kick-off meeting, our Project Manager will discuss and outline these milestones for the Customer. The milestones cover items required by the Customer, by Paradigm and joint milestones. The use of the milestones has proven to ensure a successful installation and to keep the planning, implementation, configuration, testing and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.**

9. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the PROPOSER, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition. **N/A**

10. A list of all enforcement actions against the facility for the last three (3) years including any consent orders entered, notices of violations received, and any judgments against the facility. Also, list the amount of any fines, penalties, or judgments, or other infractions in which the destination facility or facilities have received in the most current three (3) years of operation. **N/A**

11. List and describe any disciplinary action, administrative proceeding, malpractice claim or other like proceeding against your Firm or any of its lawyers, whether current or pending, as well as any such action, proceeding or claim occurring during the last five (5) years. **N/A**

12. Has the PROPOSER, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any governmental entity during the last five (5) years? If so, provide details. **N/A**

13. Has the PROPOSER in the past four (4) years, been rendered a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the PROPOSER discriminated against its subcontractors, vendors, suppliers, or commercial customers? If yes, PROPOSER shall provide a list of all instances to include but not limited to; description of the status or resolution of the complaint, including any remedial action taken. (Attach additional sheets as necessary) **N/A**

The PROPOSER acknowledges and understands that the information contained in response to this Qualifications' Statement shall be relied upon by the Solid Waste Authority of Palm Beach County (AUTHORITY), in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the AUTHORITY to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed): _____

(Printed Name): Jackie W. Barlow, II

(Title): Chief Operating Officer

1.10 Proposal Form 10 – Scrutinized List Certification

CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM

RFP NO.: 19-202/DL

I, **Jackie W. Barlow, II**, on behalf of **Paradigm Software, L.L.C.**,
Print Name Name of Business

certifies that **Paradigm Software, L.L.C.** does not:
Name of Business

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

BIDDER'S SIGNATURE	01/12/2019 DATE

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2. Minimum Requirements

The following outlines the County supported software, hardware and networking requirements for the CompuWeigh™ System. The requirements set forth in this Section meet or exceed the requirements of the RFP. PSLLC is engaged in providing the services outlined in this RFP. The proposed system is currently in commercial use by clients similar to the Customer and PSLLC is currently supporting the system in maintenance and support agreements similar to that proposed herein. There are no immediate plans to release a new or upgrade version of the system. **NOTE: Minimum System Requirements are based on typical customer configurations and usage. Requirements will vary based on actual configuration and usage.**

The following are the minimum/recommended system requirements for a **server**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	**Dual-Core Processor 2.0 GHz**	**Quad-Core Processor 2.4GHz**
Memory	**8 GB**	**16 GB RAM**
Hard Drive	**250 GB**	**500 GB SSD: Sequential Read/Write Performance Up to 550MB/s and 520MB/s respectively, and random Read/Write IOPS Performance: Up to 100K and 90K respectively**
Operating System	**Windows 2012 Server**	**Windows 2016 Server**
SQL Server	**SQL Server 2012**	**SQL Server 2016**

The following are the minimum/recommended system requirements for a **workstation**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	**Dual-Core Processor 2.0 GHz**	**Quad-Core Processor 2.4 GHz**
Memory	**4 GB**	**8 GB RAM**
Hard Drive	**160 GB**	**250 GB**
Operating System	**Windows 7 Pro (x64)**	**Windows 10 Pro (x64)**
SQL Server	**SQL Express**	**SQL Express**
Microsoft Office	**Office 2010**	**Office 2016**

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3. Qualifications and Experience

PSLLC is pleased to present our CompuWeigh™ System solution for the installation of a Truck Scale Software system. Our principal place of business is located at 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030. Our phone number is (410) 329-1300. Our fax number is (443) 275-2509. The main point of contact for this RFP response is Mr. Jackie Barlow, II; Chief Operating Officer. He can be reached at the above number or via email at jackie.barlow@paradigmsoftware.com. PSLLC understands the requirements of this RFP; plan on handling the entire project with the assistance of Greywood Consulting Corp., a local West Palm Beach company and Kanawha Scales and Systems, a company currently working with the Authority with scale and hardware maintenance and support; and has the required insurance requirements. PSLLC's date of organization is October 31, 1999.

PSLLC, an American owned and operated company, was founded in 1991 by our Chief Executive Officer Phil Weglein and has remained a solvent organization. PSLLC has never had to resort or rely on funding from outside sources. We have a strong municipal presence with over 84% of our customers in the public sector. PSLLC installed our first system in 1992. Since that time, we have continued to provide an industry leading scale software application. The top management officers are Philip Weglein and Jackie Barlow, II. They are responsible for all management and business decisions and have full executive authority to make binding contract negotiations. Phil is the architect of the entire CompuWeigh™ software system. Jackie is responsible for the daily operations of the company, marketing, customer liaisons and general systems implementation. The staff of PSLLC, consisting of 26 employees, has numerous years of specific knowledge and experience of the solid waste industry including facilities operation, consulting, software implementation and training. The staff of PSLLC possesses more than 100 years of combined software experience including all phases of database, file structuring, report generation and transaction processing software development, data conversion, industry consulting, and development of training programs and user documentation. PSLLC is very fortunate in that, over the years we have experienced minimal employee turnover, thereby enhancing PSLLC's ability to provide on-going, accurate, effective and timely support to all of our customers. PSLLC's seasoned staff members are encouraged and expected to share historical insight and past experiences with the new employees that join the team to help them bridge the learning curve of our operation more quickly. PSLLC's organizational staff may be small in numbers but because of the setup of our office operation, our process on how we bring on-board new customers and through employee's who thrive on positive outcomes, PSLLC's on-going success and growth can be attributed to, in part, the level of satisfaction the staff provides to our customers and how they communicate that to other individuals.

3.1 Qualifications of the Firm

PSLLC has an extensive knowledge of the industry and have most of the requirements in our standard application. For items that may need a level of customization in order to implement per the Customer's requirements, we will work closely with the necessary staff to fully understand and develop business requirements. From those business requirements, PSLLC will develop, install, train and implement a final solution that meets the Customer's expectations. Implementation of a solution such as this can only be performed as a joint effort between Customer and PSLLC team members. You understand your business better than anyone else and our team understands our software better than anyone else. Pair those two together and you have the makings for a positive outcome. PSLLC staff has performed customizations for all of our customers. Each facility has its own specific business processes and we have met those expectations for each customer. Prior to the start of any development, we will meet with Customer staff to discuss the requirement and ensure both parties on in complete understanding. PSLLC has many years of experience in the development of new features and we look at those features as how they can meet each customers requirement but also how they could assist other customers.

PSLLC has a 99% customer retention rate and our first customer is still using the product today. PSLLC is a municipal friendly company where over 84% of our customer base is in the public sector. We have over 1,900 licensed users at approximately 500 sites across North America. We understand the municipal business and have focused our attention to meeting the needs of municipalities. In addition, we understand that municipalities across the country do business differently and our software can adapt and be modified to meet and, in most cases, exceed the business requirements. Our niche is large multi-site, multi-scale facilities with a need for customizations to handle how each municipality does business.

PSLLC's customer base continues to grow. Currently we have customers in 44 states and four (4) Canadian provinces. We support customers in six (6) different time zones. Our CompuWeigh™ System is installed in a number of locations in and around the Customer's area. Some of PSLLC's Florida customers include Miami-Dade County, Pinellas County, Hillsborough County, Highlands County, Hernando County, Leon County, City of Jacksonville, Clay County, and many more. We would be happy to assist you in contacting these customers for a site visit or to ask questions about PSLLC's application and service.

PSLLC has seen consistent annual growth for more than 27 years. Our staff has increased over the years to support the additional customer base. We are focused on the solid waste and recycling industry and we are forecasting continued growth from a customer and staff standpoint. A succession plan is in place for the continued operation of the company.

With constant changes in the industry and customer demand, we have expanded the overall functionality of the CompuWeigh™ System in order to accommodate these

enhancements. This includes the integration of such optional peripheral devices as barcode scanners, magnetic swipe readers, RFID tag readers, electronic cash drawers, external keypad devices for unattended lanes, signature capture, traffic light and barrier arm controls, credit card processing, check verification, etc. PSLLC has numerous customers utilizing these hardware devices in their daily operation. For customers who are responsible for protecting their investment, the CompuWeigh™ System will be the last solid waste management software package they will ever need to buy.

The architecture of the CompuWeigh™ System permits the addition of customized features and functionality to satisfy the unique needs of all of our customers. Paradigm will work with the Customer to develop the optimum configuration desired now and in the future.

The system proposed by PSLLC is your assurance that the Customer will be getting value for its money. The proposed system will protect the investment in the operation of its facility. This includes configuring the system to communicate directly with the Customer's administrative systems for the processing of accounting, CRM and GIS functions.

Our customers know what they want from a well-structured system and know that PSLLC can deliver that kind of system. Within our customer base, 99% of our work is performed in the solid waste industry.

PSLLC has implemented an interface between the CompuWeigh™ System and the numerous third-party accounting systems. Our interface to accounting systems is customized to meet your business needs and requirements.

We have experience in working with our Customer's IT staff in order to ensure the proper rights and access are available to the users of the software. We have experience in working with Weights and Measures to ensure the information captured from the scale indicator is within their guidelines. We have provided numerous hours of consultation and customization in reference to our Customer's requirements. Our reputation proves that we deliver a software package that is configurable and customizable to meet each of our Customer's needs.

PSLLC proposes to provide all of the labor and materials quoted to furnish and install a new solid waste scale management system that will enable the Customer to collect and manage information from its facilities in the most efficient manner possible. We will install the CompuWeigh™ System on Customer provided hardware, integrate the system with the central office and perform full acceptance testing with the assistance of the Customer. Classroom lectures and hands-on training with the new software will be provided along with complete documentation. A mutual plan to transition from the current system to the CompuWeigh™ System will be developed prior to system installation to assure a smooth cutover. PSLLC has performed countless number of hours in the training of solid waste management facility's personnel with varying computer experience using a well-structured curriculum consisting of several days of lecture, demonstration and hands-on training. The proposed system will be delivered with full operational documentation to

support the installation. With this in mind, the implementation we propose will be modified to fit the needs and request of the Customer. PSLLC will provide the Customer with a facility survey to obtain the necessary information we need to create your database.

PSLLC is well experienced in working with projects the size and having similar system configuration as used by the Customer. From the initial design of the CompuWeigh™ System, it was intended to serve both single and multiple site configurations. Our installed customer base has grown each year and our system as delivered has performed up to and in most cases exceeded our customers' expectations. We have become the preferred supplier from one computer one scale facilities, to complex distributed facilities in the solid waste industry who understand the importance of collecting and managing data with the timeliest and accurate system and how valuable this information is to run an efficient and effective solid waste facility.

At PSLLC, the entire staff is involved in some form or fashion with each project that is undertaken by our office. A team approach fosters discussions on what makes this customer unique, what has been successful in the past, where do we need to allocate additional resources and what we need to do to make this as seamless as possible for our Customer. Our employees understand and have agreed in our Employee Agreement and Handbook the confidentiality of our business and that of our customers. Our employees are well trained experts in the computer field and in the solid waste management industry and will be part of the project team during the various phases of implementing the project including contract negotiations, software customizations, system installation and customer training, ongoing support for daily operations, and future system enhancements. We have experience working with departments of all sizes within a municipality, including but not limited to, end users, management, IT, Accounting, auditors, and many more. We are experienced in the requirements of the Weights and Measures and work closely with our customers to ensure the software maintains their standards.

PSLLC holds Annual User Group meetings in order to keep our customers up to date on the software and its enhancements. We bring multiple employees to these meetings in order to have multiple contact points for the participants to ensure questions are answered. We have also started looking into regional user groups for our customers to participate in as well. PSLLC is happy to participate. In addition, we email quarterly newsletters with valuable information for our customers. We have these meetings on an annual basis as long as our customer base participation warrants. We are also a strong participant with WasteCon, Waste Expo, WEF, and the Canadian Waste and Recycling Expo.

We strive to be on the cutting edge of technology and will continue to grow our software in order to remain the leader in the industry. Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from customer's input. This practice will continue with the company and the software development.

PSLLC will be partnering with Greywood Consulting Corp. and with Kanawha Scales and Systems for this project. Each bring their own unique aspect to the project. Additional information about each partner is located in the Qualifications of the Firm and Qualifications of the Designated Staff sections below.

Greywood Consulting Corp.

Greywood Consulting Corp. provides program/project management (PM) services. We are a team of experienced consultants that specialize in technology implementation and IT service projects. Our consultants focus on assisting companies to deliver technology efficiently, and to maximize the return on their IT investment. Greywood's PM quality is based on extensive experience managing projects for high tech, Fortune 100 customers. Our PM methodology is a robust set of guidelines, tools and best practices developed over many years of successfully delivering major projects. Greywood incorporates vigorous planning and tracking and a communication plan tailored to meets the needs of our project stakeholders.

Areas of Expertise:

- Program & Project Management
- PMO Implementation & Support
- Technology Implementation (Transition & Transformation)
- Process Design & Delivery
- Technical Business Analysis
- Business Operations & Management
- PM & Technology training

Consultant's Certifications:

- PMI - Project Management Professional (PMP) and Certified Associate PM (CAPM)
- Certified SCRUM Master (CSM)
- Certified SCRUM Product Owner (CSPO)
- SAFe Product Consultant (CSPS)
- ITIL v3 Foundation
- Six Sigma Black Belt

Kanawha Scales and Systems

Kanawha Scales & Systems is an American owned company, founded in 1954 by Paul Bradbury as an industrial weighing service and calibration company. Since then Kanawha Scales & Systems has become a world leader in the weighing and automation industry. Kanawha Scales & Systems has fourteen offices in the USA, an office in Beijing, China as well as manufacturing, sales/service partners in India, Brazil and Australia.

Kanawha Scales & Systems has provided over 200 systems to over 19 countries outside of the USA, making Kanawha Scales & Systems one of the largest innovative weighing

and automation companies in the world. We have been able to do this by leading the way in technology and mostly by listening to our customers.

Kanawha Scales & Systems has provided over 1,100 data collections systems dating back before 1980 and has been supporting them ever since. In addition to weighing and data collection systems, Kanawha Scales and Systems is the leader in coal and iron ore truck and train loading systems with over 250 systems installed worldwide. These systems load coal and iron ore in to open top trucks and railcars at a very high rate (up to 12,000 tons/hour for coal and 24,000 tons/hour for iron ore), which are the fastest gravimetric coal and iron ore loading systems in the world. In 1996, Kanawha Scales & Systems was the first loadout supplier in the world to provide a totally automated (unmanned) train loadout system located in Australia. All of our loading systems include data collection systems at different automation levels to suit our customer's needs.

Kanawha Scales & Systems, Inc. has built its reputation around the highest level of customer support, innovative technology and dedicated account management required by customers around the world. Kanawha Scales & Systems has an extensive history in the weighing, measurement, controls, data collection and automation industry, which allows us to provide something that most scale sales & service companies cannot: Total Solutions and Support. As a total solutions provider, Kanawha Scales & Systems has an unbeatable combination of experience, knowledge and commitment to success.

Kanawha Scales & Systems Corporate Mission Statement

Our mission is to be a successful manufacturing and service organization dedicated to providing quality products and service of innovative weighing, material handling and control systems to domestic and international customers.

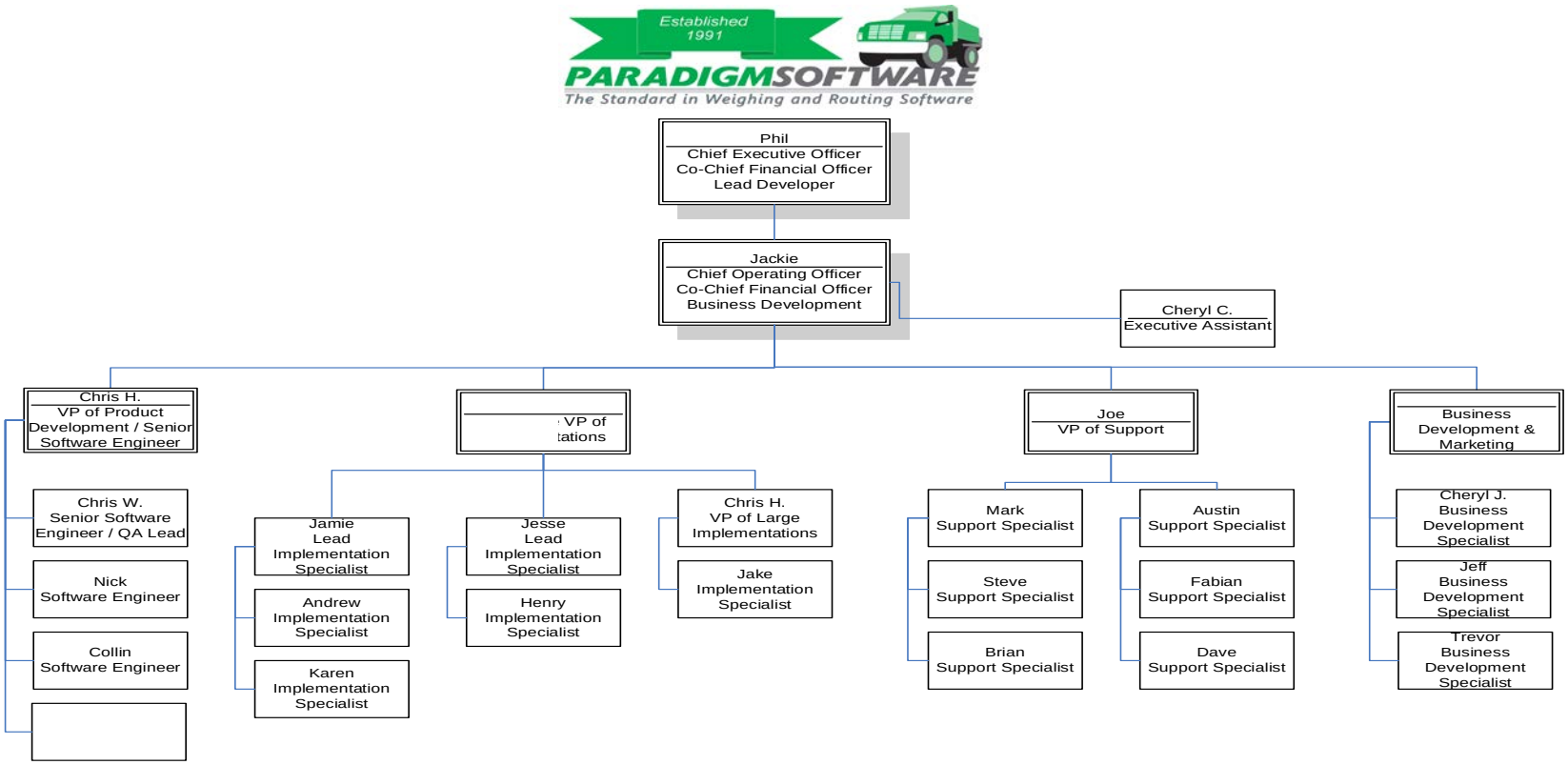
We will accomplish our mission by:

- Providing our customers with exceptional value.
- Providing an environment in which our employees are offered opportunities for personal growth and advancement.
- Operating in a way which benefits our community

3.2 Qualifications of the Designated Staff

3.2.1 Organizational Structure

PSLLC offers a single point of contact for our customer base. A phone call to our office will put you in touch with our dedicated staff. While you will have access to the technician(s) who will be responsible for the successful installation of the software at your facilities, you will also have access to the remainder of the staff. Our Organization Chart is provided on the next page for your review. **Note: 25 of our 26 employees can provide operational support for the application**



3.2.2 Project Team Qualifications and Experience

PSLLC takes great pride in hiring quality staff. In addition, we use modern processes to ensure our staff meet Federal and State requirements. As such, we verify each new employee through the E-Verify Program even though our average employee base is less than the required of 50 employees. The project manager for this implementation will be assigned upon award based on current projects in place and dependent on the timeframe of which this project will proceed, to ensure the County receives a dedicated staff member. Based on the current requirements, PSLLC does not plan to use a subcontractor.

3.2.3 Key Personnel

Each employee will assist in every installation. Whether physically on-site with our customer or in a remote supporting role. We handle each installation as a team and have seen great success with this model. Our team has been involved in numerous implementations and as a team we are able to accomplish any unforeseen events that have occurred. We believe a team approach to this project while working with the team members specified by the customer is a tremendous advantage. If a staff member were to become unavailable during implementation, we would be able to quickly provide an alternate. We have very little turnover of staff and we strive to provide an environment for our staff that encourages them to stay onboard for years to come.

Phil – *Chief Executive Officer*
30+ years' experience in solid waste and technical industry. Extensive consulting background & written client server applications for St. Paul Insurance, Legg Mason Brokerage, Black & Decker, Allied Signal, Blue Cross & Blue Shield and Mobile. 12 years' experience teaching at a corporate and university level and Trained in VB6, VB Net, ASP, ASP.Net, SQL Server and Client Server analysis and design. Involved with all installations. ***Education*** *– Bachelor of Science in Mathematics – Clemson University.* ***Service at Paradigm – Since 1991.***

Jackie – *Chief Operating Officer*
Jackie is a US Marine Corps Veteran (E4 Corporal) and brings 30+ years' experience in business development, marketing, management and consulting in the computer, office automation and insurance fields. Manages and oversees the daily operations of PSLLC. He is involved with product demonstrations, workflow procedures, advertising, contract and proposal preparation, and has performed numerous customer installations. Jackie has proven success in project management focusing on written documentation, data transfer and mapping, scale house site design and rating tool design. Involved with all installations. ***Education*** *– Bachelor of Science in Business Management – York College of Pennsylvania.* ***Service at Paradigm – Since 2000.***

Cheryl C. – *Executive Assistant*
Office management and assistance with the day to day operations of the company. Involved with Business Development and trade show coordination. ***Education*** – *Bachelor of Science – Psychology – Towson State University.* ***Service at Paradigm – Since 2014.***

Cheryl J. – *Business Development Specialist*
20+ years "hands on" CompuWeigh™ application usage. Office management in a Waste to Energy facility managing business, personnel, purchasing and IT for the organization. Experience in providing system set up, installation, roll-out and end-user training for a 14-site installation involving C & D, composting, appliance collection & recycling, MSW and landscaping markets. Involved in over 20 installations. ***Education -*** *Bachelor of Science – Business Communications – University of Wisconsin – River Falls.* ***Service at Paradigm – Since 2006.***

Jeff – *Business Development Specialist*
Jeff has over 32+ years with direct involvement in the operation of a municipal landfill and over 10+ years' experience with the CompuWeigh System, he brings valuable insight to our organization. We are excited to have him as part of our team. ***Service at Paradigm – Since 2015, with industry experience since 1983.***

Trevor – *Business Development Specialist*
Trevor is a recent college graduate that has just started a career with Paradigm Software. He will be spending his time with experienced Business Development Representatives in hopes of maintaining current customer's satisfaction and bringing new customers on board and assisting the Support team in order to obtain more knowledge to assist him in his daily responsibilities. ***Education*** – *Bachelor of Science: Business Administration – Towson University.* ***Service at Paradigm – Since 2018.***

Chris H. – *Vice President of Product Development / Senior Software Engineer*
Years' of experience with software maintenance, new development and credit card integrations. He's daily oversight of all programming and development matters provide a solid foundation for our application. Involved with all installations. ***Education*** – *Masters of Science in Business and Technology Management and Bachelor of Science in Computer Information Systems: Network and Information Security Concentration – Villa Julie College.* ***Service at Paradigm – Since 2007.***

Chris W. – *Senior Software Engineer*
14 years' experience in programming enhancements, maintaining existing programs & hardware and providing research analysis and problem-solving functions. Proficient in Microsoft® Office suite of products, Visual Basic, .NET. Chris has been involved in more than 70 system installations. ***Education*** – *Bachelor of Science in Computer Science – University of Maryland Baltimore County.* ***Service at Paradigm – Since 2000.***

Nick – *Software Engineer*
Nick's experience focuses on the maintenance programming, new development and other programming tasks associated with the CompuWeigh™ System. He has an excellent troubleshooting and problem-solving background. ***Education*** *– Bachelor of Science in Computer Information Systems – Stevenson University.* ***Service at Paradigm – Since 2014.***

Collin – *Software Engineer*
Collin is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the CompuWeigh™ System and the addition of new features. ***Education*** *– Bachelor of Science in Computer Science – The Pennsylvania State University.* ***Service at Paradigm – Since 2018.***

Alex – *Programmer*
Alex is a recent college graduate and will be starting his career with Paradigm. He will be splitting his early days between the Support team and the Product Development team to become more acclimated to our system and company. ***Education*** *– Bachelor of Science in Computer Science – Goucher College.* ***Service at Paradigm – Since 2019.***

Art – *Executive Vice President of Implementations*
Years of professional management experience as the third highest level of command in a City Fire Department, Art brings a wealth of knowledge to Paradigm. In addition to management, Art has an extensive IT background and will play a vital role in the growth of the company. ***Education*** *– Bachelor of Science in Business Information Systems Management – University of Maryland.* ***Service at Paradigm – Since 1999.***

Chris H. – *Vice President of Large Implementations*
Years of experience in providing system installations, customer support and end user training. Involvement in the development of industry related applications and existing programs. Thorough knowledge of Microsoft® Windows Office applications, database management and experienced with Visual Basic, SQL and HTML programming languages; Windows Operating Systems as well as Netware Network Operating Systems. Involved with all installations. ***Education*** *– Bachelor of Science in Business Information Systems – Villa Julie College.* ***Service at Paradigm – Since 1998.***

Jesse – *Lead Implementation Specialist*
Microsoft® Windows operating systems and Office knowledge. Hardware and software knowledge. Involved in over 10 installations. ***Education*** *– Bachelor of Arts – Civil Engineer, University of Maryland and Delaware Technical & Community College.* ***Service at Paradigm – Since 2009.***

Jacob – *Implementation Specialist*
Extensive accounting knowledge. Microsoft® Windows operating systems and Office knowledge. Involved in over 10 installations. ***Education*** *– Bachelor of Arts in Accounting – Flagler College.* ***Service at Paradigm – Since 2010.***

Andrew – *Implementation Specialist*
Andrew brings 5+ years of experience in sales, marketing, documentation composition, and training. His current role includes day to day customer support, developing/composing customer documentation, and assisting with customer installations. ***Education*** *– Bachelor of Science in Business Communication – Stevenson University 2011.* ***Service at Paradigm – Since 2016.***

Karen – *Implementation Specialist*
Karen has over 15 years' experience in Microsoft Exchange, Business Continuity, and SharePoint. ***Education*** *– Bachelor of Science in Computer Information Systems – York College of Pennsylvania.* ***Service at Paradigm – Since 2016.***

Jamie – *Lead Implementation Specialist*
Jamie has over 20 years' experience in the configuration and installation of software products. He has an accounting background and is extremely knowledgeable with the PeopleSoft ERP and Applications Software. He is an honorably discharged Navy Veteran (E4 Petty Officer Third Class). ***Education*** *– Bachelor of Science in Accounting – Towson University.* ***Service at Paradigm – Since 2018.***

Henry – *Implementation Specialist*
Recent graduate with multiple years of experience in customer service, computer tech support, and programming. Intern with Becton Dickinson, where he helped design and build a web application that would handle the $45 billion company's daily label printing and reconciliation process. ***Education*** *– Bachelor of Science in Information Systems - University of Maryland, Baltimore County.* ***Service at Paradigm – Since 2017.***

Joe – *Vice President of Support*
Years' of experience providing technical support, system installation and end-user training team. Joe has a strong knowledge base and practical experience in business operations and management in various markets and industries and has been involved in over 50 installations. ***Education*** *– Bachelor of Science in Computer Information Systems – University of Baltimore.* ***Service at Paradigm – Since 2004.***

Mark – *Support Specialist*
20+ years of information technology support. Experience with Network configurations, data/voice/system backups, customer service experience, and e-commerce implementation. Involved in over 10 installations. ***Education*** *– High School Diploma.* ***Service at Paradigm – Since 2009.***

Steve – *Support Specialist*
Years' of experience providing end-user support and training. He is proficient with Microsoft® Windows operating systems and Office. ***Education*** *– Bachelor's Degree in Computer Information Systems – Strayer University.* ***Service at Paradigm – Since 2014.***

Austin – *Support Specialist*
Austin is a US Army Combat Veteran (E5 Sargent) and brings 8+ years of experience in analysis, dissemination, reporting, training, and management. His current role fulfills the support requirement which includes customer, desktop, and software support. Further support roles include installation assistance and report customization. ***Education*** – *Bachelor of Science in Information Technology – Towson University.* ***Service at Paradigm – Since 2016.***

Brian – *Support Specialist*
Brian has 16 years of combined Software Support and Quality Assurance testing experience. As a QA Analyst, he specialized in testing mobile software for the transportation logistics industry. Additionally, Brian has extensive implementation and upgrade experience as well as hardware troubleshooting skills. ***Education*** – *Bachelor of Science – Towson University.* ***Service at Paradigm – Since 2017.***

Fabian – *Support Specialist*
Fabian is a skilled project coordinator and business analyst with over eighteen years of experience in delivering quantitative results through a balanced combination of strategic management, organizational design and continuous process improvement. He also has several years of experience in providing Tier II & III technical support involved troubleshooting LAN, configuring servers/workstations, establishing network printers, setting up user accounts, establishing users, directory and file level permissions. His current role fulfills the support requirement which includes customer, desktop, and software support. ***Education*** – High School Diploma, Computer & Business training, Howard Community College (Business and Technology Center) 1995. ***Service at Paradigm – Since 2017.***

Dave - *Support Specialist*
Dave joins the team with many years of support experience and has knowledge with networking, hardware configuration and desktop support. He is a Law Enforcement and US Navy Veteran. Dave has an MCP Certification in Microsoft Systems and is CompTIA A+ Certified. ***Service at Paradigm – Since 2018.***

Greywood Consulting Corp.

Lorna Anderson, PMP is a strategically focused program manager with a successful career in the design, implementation, and management of the entire life-cycle of complex programs and projects. Superb analytical skills and technical expert peaked in developing innovative solutions, to successfully deliver large-scale global projects on time, and within budget. Proven track record and keen ability in managing multi-discipline project teams in the delivery of project requirements within stakeholder's mission, values and goals, while managing scope, schedule, resource, and quality constraints.

Professional Skills:

- Program Design & Management
- Project Management Office (PMO) Leadership
- Business Process/Operations Management
- Vendor Negotiation & Management
- Account Governance/Client Relationship Management
- Outsourcing Project Management (Transition & Transformation)

Consulting Projects with HP Enterprise (aka DXC Technology)

- Implementation of SAP system in Client Factory Locations
    - Managed the execution of the project, including coordinating activities of vendors (for equipment sourcing, purchase and delivery) and subcontractors (for equipment installation and configuration & hardware/software integration).
    - Controlled project scope, schedule and costs:
    - Minimized changes to scope by identifying creative solutions to issues/roadblocks.
    - Maintained planned schedule with vigorous activity tracking.
    - Managed costs of equipment and labor; tracked invoices/payments; reported costs vs budget to client finance director.
    - Executed project reporting and coordinated plant/factory communications to end users.
    - Captured lessons learned for future factory location implementations.
    - Closed out project and completed documentation archiving to meet quality and contractual requirements.
- Corporate Acquisition & IT Service Migration
    - Analyzed acquired company's global IT service model.
    - Planned the migration of the IT operations and services - enterprise level and end user IT services for each region (Americas, Europe, & Asia Pacific).
    - Migrated the company's IT operations and service to existing HP data centers (worldwide).
    - Shutdown the acquired company's IT data centers and consolidated corresponding office space.
- Client Financial Application Hosting Relocation
    - 'Lift & shift' HP's client's financial application from prior hosting provider to HP Data center.
    - Coordinated the application & server shut down and hardware pick up of the client's application servers with the prior hosting provider team.
    - Coordinated and monitored the space preparation at, and transportation to, the HP data center.
    - Monitored the installation, startup and validation checks at the new HP DC location.
- Client Application Consolidation
    - Inventoried client applications and corresponding server locations.

- Identified and validated application owners and current application support model.
- Decommissioned invalid/obsolete applications - shutdown underutilized servers where applicable.
- Migrated utilized applications to new servers in alternate DC.
- Reduced server footprint in DC to meet DC space reduction targets.

- Server Enclosure Consolidation
  - Inventoried servers and applications for HP DC restructuring and client/company split initiatives.
  - Planned & monitored build out of new space for server enclosures.
  - Migrated application servers to new enclosures.
  - Reduced enclosure/server footprint in HP DC.
- HP SM (Service Management) Tool Migration and Legacy Tool Decommission
  - Migrated client service management accounts from legacy tool to HPSM instance (Europe & US).
  - Identified and documented existing Service Management processes (Incident, Change, Service Catalog, Problem, etc.) and developed the migration plan/process.
  - Scheduled and coordinated new tool training, cutover communications, pilot testing and pre-go-live testing.
  - Managed HPSM tool cutover, post go-live testing/validation, and warranty periods.
  - Monitored clean-up of legacy tool date and managed account disabling in preparation for the legacy tool decommission.

3.2.4 Diversity and Inclusion

PSLLC is committed to providing a diverse and equal employment environment for all out employees. Included in Employee Handbook which is provided to all employees and updated as necessary on an annual basis, we outline the Employee and Customer Relations followed by our company and our employees. Topics include but are not limited to Diversity, Equal Employment Opportunities, Business Ethics and Conduct, Americans with Disabilities Act and more.

3.2.5 Quality Assurance

PSLLC takes great pride ensuring we deliver a quality product to our customers. Once awarded, PSLLC will assign a Project Manager to be the Customer's main point of contact throughout the implementation. That point of contact will be the lead technician for the implementation and will have all resources available to him/her from Business Development, Installation Team, Support Team, Programmers/Software Engineers and Executive Management. PSLLC has implemented a milestone approach to our implementations. During the kick-off meeting, our Project Manager will discuss and outline these milestones for the Customer. The milestones cover items required by the

Customer, by Paradigm and joint milestones. The use of the milestones has proven to ensure a successful installation and to keep the planning, implementation, configuration, testing and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.

3.3 Reference Projects

Hillsborough County, FL:
Hillsborough County operates a landfill, WTE, numerous transfer stations and convenience centers. The County has unattended on multiple lanes that integrate a RFIDs, touch screens, lights and kiosk thermal receipt printers. The County utilizes signature capture and driver's license scanning on all attended lanes, and scale monitoring on all scale lanes. The CompuWeigh™ System uses a SQL Server database and operates in near real-time between all sites using the Message Queuing Module. The County invoices their customers with the Accounts Receivable and Aging Module offered within CompuWeigh™. A custom Folio module was developed for the County to be used at the convenience centers to track residential usage of the facilities and only allows a specified number of visits before charging for disposal. PSLLC was selected over AMCS Group (PC Scales) in a competitive bid process.

Pinellas County, FL:
Pinellas County operates a landfill, mini-hand unload, WTE and Ash facility all at the same site. The County currently has a total of eight scale lanes. Four lanes have automation consisting of RFIDs, color LCD monitors and Qwerty Keyboards (or touch screen computers), and all lanes have a thermal receipt printer, gates, and cameras. The County processes in excess of 340,000 transactions per year. The CompuWeigh™ System monitors over 28 cameras linking transactions directly to the video. The County accepts credit cards, processes check verification, signature capture and driver's license scanning. The CompuWeigh™ System uses a SQL Server database and operates in near real-time between sites using the Message Queuing Module. The County invoices their customers with the Accounts Receivable and Aging Module offered within CompuWeigh™. The County accepts credit card payments through the Web Reporting Module through a hosted order page linked to their credit card provider. PSLLC was selected over AMCS Group (PC Scales), WasteWorks, DesertMicro, ISI, Creative Information Systems, Mettler-Toledo. PSLLC replaced a Mettler-Toledo System and went live in September 2010. The County upgraded to CW6 in September 2017.

Delaware Solid Waste Authority Delaware:
The CompuWeigh™ System uses a SQL Server database and operates in near real-time between three landfills, two transfer stations, one MRF, and the central office using the Message Queuing Module. The Authority processes in excess of 600,000 transactions per year. Several sites are set up with unattended terminals which operate in both unattended and attended mode. In the unattended mode, RF Tags identify the vehicle and if necessary, the driver answers additional transaction questions to generate a ticket. The CompuWeigh™ System exports transactional data to a Solomon

accounting system for customer billing and their general ledger. The CompuWeigh™ System replaced an in-house system and was installed in May 1999. The Cherry Island facility underwent a complete revamp in 2004. The Authority upgraded to CW6 in May 2017.

Miami-Dade County Department of Solid Waste Management, FL:
The County has eight sites operating multiple landfills and transfer stations. The CompuWeigh™ System serves 20 lanes of traffic and utilizes the Message Queuing Module for near real-time transaction processing. The CompuWeigh™ System monitors numerous cameras linking transactions directly to the video. The CompuWeigh™ System was selected over several other systems, including ASI (Mettler-Toledo), in a competitive bid and replaces an outdated system by ISI. The system went live in August 2007 after an extensive testing process. In 2008, the County started installing unattended touch screen capable systems at several of their locations which identifies the vehicle using RFID.

City of Seattle, WA:
The City has a total of two transfer stations operating the CompuWeigh™ System. The City uses the Message Queuing Module for near real-time transaction processing. Multiple lanes have automation consisting of RFIDs, color LCD monitors, keypads, thermal receipt printers, gates, and magnetic stripe tickets. The City accepts credit cards, signature capture, and driver's license scanning. The City invoices their customers using the Accounts Receivable and Aging Module. The CompuWeigh™ System was selected over Mettler Toledo and AMCS Group (PC Scales) in a competitive bid process and replaced a Norwesco System in 2009. The City is currently implementing CW6 and is scheduled to be live in mid-2019.

3.4 References

Firm Name:	Hernando County, FL
Contact:	Jeff Howley
Email:	jhowley@hernandocounty.us
Phone:	(352) 754-4906
Firm Name:	Pinellas County, FL
Contact:	Deborah Bush
Email:	dbush@pinellascounty.org
Phone:	(727) 464-7803 or (727) 692-3800
Firm Name:	Delaware Solid Waste Authority, DE
Contact:	Andrew Taylor
Email:	amt@dswa.com
Phone:	(302) 739-5361 ext. 126

Firm Name:	Miami-Dade County Department of Solid Waste Management, FL
Contact:	Lou Broughton
Email:	lwb@miamidade.gov
Phone:	(305) 375-1037
Firm Name:	City of Seattle, WA
Contact:	Suzanne Hildreth
Email:	suzanne.hildreth@seattle.gov
Phone:	(206) 684-7492

3.5 Current Contracts

All of our Customers currently have an Agreement for at least support during the initial term of this Agreement. We would be happy to discuss our complete customer list with the Authority during a presentation as we consider our complete list confidential. We currently have approximately 10 customers that are in the process of initial preparation for implementation, testing, implementation, Go-Live or Post Go-Live stages. Each implementation moves at its own desired pace based on the needs and expectations of each customer. We are currently in contract negotiations with a number of municipalities that we are unable to list in this response due to confidentiality reasons until the Agreements have been ratified. We would be happy to discuss these with you during an on-site demonstration of the proposed system. PSLLC's customer base continues to grow. Currently we have customers in 44 states and four (4) Canadian provinces. We support customers in six (6) different time zones. Our CompuWeigh™ System is installed in a number of locations in and around the Customer's area. Some of PSLLC's Florida customers include the Pinellas County, Hillsborough County, Miami-Dade County, City of Jacksonville, Clay County, Leon County, Hernando County, Highlands County and many more in and surrounding the state of New York. We would be happy to assist you in contacting these customers for a site visit or to ask questions about PSLLC's application and service.

3.6 Invoice Processing

PSLLC takes great pride in providing accurate invoicing to our customers. Each project will contain a payment plan based on milestones within the implementation. When a milestone that is tied to a payment is completed, the corresponding invoice will be generated and emailed or mailed to the County Project Manager or designate. Terms will be negotiated with the County during the Contract phase and a final process will be agreed upon between both parties.

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4. Technical

4.1 Project Understanding

PSLLC understands the requirements of this RFP; meets the minimum system requirements as specified in the RFP; have the required insurance; and plan on handling the entire project with the assistance of Greywood Consulting Corp. (a local S/M/WBE West Palm Beach project management firm) and Kanawha Scales and Systems (a company currently working with the Authority with scales maintenance and support).

PSLLC understands that joint development of implementation, maintenance, training and support plans will result in a successful installation. With this PSLLC understands the specifications as outlined in the RFP and have submitted a conceptual implementation plan in our response. PSLLC and the Customer will work together to develop final plans upon award.

PSLLC has implemented a milestone approach to our installations. During the kick-off meeting, our Project Manager will discuss and outline these milestones for the Customer. The milestones cover items required by the Customer, by Paradigm and items to be completed jointly. The use of the milestones has proven to ensure a successful installation and to keep the planning, implementation, configuration, testing and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.

PSLLC proposes to provide an off-the-shelf system that supports all the necessary functions related to scale house receiving, processing and reporting. The proposed System shall be inclusive of all software licenses, implementation, configuration, testing, planning, data migration, documentation, training, and subsequent software maintenance and support services throughout the term of the resultant contract. The scale house software application shall include all the specifications listed herein.

4.2 Plan of Implementation

4.2.1 Proposed Implementation

PSLLC understands that joint development of implementation, maintenance, training and support plans will result in a successful installation. With this PSLLC understands the Scope Overview as outlined in the RFP and have submitted a conceptual implementation plan in our response. PSLLC and the Customer will work together to develop final plans upon award.

4.2.2 Conceptual Implementation Plan

PSLLC will be involved in all steps of the implementation from project award, to go-live and post go-live. We are a phone call away for any urgent issues and will respond promptly. The normal service time is immediate for phone calls with the outside time of less than 30 minutes. After-hours service is immediate for phone calls with the outside time of less than 30 minutes. The design of our after-hours support allows for tech to be available at all times with additional support staff available to assist in the remote chance that two customers call in for support at the same time.

PSLLC understands the requirements of the RFP for the Customer's facilities. During the contract finalization and software development phase of the project, the following participation is requested from the Customer:

- Purchasing and legal staff for contract negotiation.
- A designated project manager(s) for assistance with facility survey and software specification finalization.
- A network administrator for configuring the communication network.
- The scheduling of system users for training.
- System acceptance tester to verify the readiness of the system.
- Work area for PSLLC personnel to work when on-site.

Following contract finalization, PSLLC envisions a kick-off meeting in order to lay out the ground work for the project. In addition, PSLLC will provide a Statement of Work (SOW) for each party to work from in order to complete the project.

The CompuWeigh™ System is a highly customizable software package that has the flexibility to be configured to conform to the policies and practices of each customer. After contract award, PSLLC will work with the Customer to complete a facility survey document that will serve as a project implementation plan and will describe all pertinent business practice information of the Customer. This document will serve as the guide for configuring the CompuWeigh™ System software. This is a great opportunity for our clients to look at their current business practices and get advice on potential improvements to their approach. PSLLC assigned installation technicians will setup and configure all data files before arriving on site. This will allow the installing technicians to concentrate on software installation and testing, training, and system fine-tuning during their time on-site. The time on-site is designed to get the staff proficient in the use of the software and begin the process of transitioning from the old to the new software. PSLLC has read the RFP in regards to a plan of action for the implementation of our product. We feel that the project plan listed in this Section is a great starting point and agree that a mutually agreed upon plan will be developed by the Customer and PSLLC.

PSLLC utilizes a systematic approach using the following tools to manage, control, and supervise the project:

- Microsoft Project is utilized to identify tasks, milestones, responsibilities, and timelines for the project.

- PSLLC's facility survey is used to gather necessary information required for setup.
- PSLLC's internal Support Database is used to enter and track the status of any programming items and setup tasks. From this database, punch lists and sign-off sheets can be created and managed to ensure all functional requirements are completed and working as expected. Once live, the Support Database is used to manage the on-going use of the application.
- PSLLC's web site allows customers to enter support requests and track statuses of any support incident or task created to better manage the project as well.

PSLLC understands and expects minor obstacles during the implementation, however, our knowledgeable team will be able to work through those. The installation team has access to programmers and management during all phases of the implementation and will work closely to ensure a seamless cutover.

4.3 Project Schedule

As per the requirements of the RFP, please find a sample implementation plan. The CompuWeigh™ System has an all-inclusive executable, therefore, all software will be installed with a single installation. This is a sample Implementation Plan. PSLLC will work with the customer to develop a final document. We have proposed implementing one site to pilot and then roll out the remaining sites. We will work with the Authority to finalize the implementation plan.

Task Name	Duration	Start	Finish	Predecessors	Resource Names	% Complete
Paradigm CW6 Implementation	**343 days**	**Mon 4/1/19**	**Wed 7/22/20**			**0%**
Paradigm CW6 Implementation	1 day	Mon 4/1/19	Mon 4/1/19		Authority Project Team	0%
Contract Award	1 day	Tue 4/2/19	Tue 4/2/19	2	Authority Board	0%
Contract Finalization	20 days	Wed 4/3/19	Tue 4/30/19	3	Authority Project Team, PSLLC	0%
Board Approval	1 day	Wed 5/1/19	Wed 5/1/19	4	Authority Board	0%
Award Purchase Order	10 days	Thu 5/2/19	Wed 5/15/19	5	Authority AP	0%
Hardware Environment	**42 days**	**Fri 5/31/19**	**Tue 7/30/19**			**0%**
Hardware Environment	0 days	Fri 5/31/19	Fri 5/31/19	21	Authority IT	0%
Develop Server / Workstation Requirements	2 days	Mon 6/3/19	Tue 6/4/19	9	Authority IT, PSLLC	0%
Create Test Server(s)	20 days	Wed 6/5/19	Tue 7/2/19	10	Authority IT	0%
Create Production Server(s)	20 days	Wed 7/3/19	Tue 7/30/19	11	Authority IT	0%
Milestones	**320 days**	**Thu 5/2/19**	**Wed 7/22/20**			**0%**
Milestones	0 days	Wed 5/15/19	Wed 5/15/19	6		0%

Milestone #1 - Knowledge Transfer from BD to Install Team	**1 day**	**Thu 5/16/19**	**Thu 5/16/19**			**0%**
Knowledge Transfer from BD to Install Team	1 day	Thu 5/16/19	Thu 5/16/19	6	PSLLC	0%
Milestone #2 - Remote Kick-Off Meeting	**2 days**	**Thu 5/30/19**	**Fri 5/31/19**			**0%**
On-Site - Kick-Off Meeting	2 days	Thu 5/30/19	Fri 5/31/19	18,97	Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Milestone #3 - Order Hardware	**70 days**	**Mon 6/3/19**	**Fri 9/6/19**			**0%**
Order Hardware	40 days	Mon 6/3/19	Fri 7/26/19	21	PSLLC	0%
Manufacturer Hardware	30 days	Mon 7/29/19	Fri 9/6/19	24	PSLLC	0%
Milestone #4 - Programmer Review of CustCode Specific Code	**0 days**	**Fri 5/31/19**	**Fri 5/31/19**			**0%**
Programmer Review of CustCode Specific Code (not applicable)	0 days	Fri 5/31/19	Fri 5/31/19	21		0%
Milestone #5 - Facility Survey Review	**60 days**	**Mon 6/3/19**	**Fri 8/23/19**			**0%**
Facility Survey Completion	30 days	Mon 6/3/19	Fri 7/12/19	21	Authority AP, Authority AR, Authority Auditor, Authority Board, Authority IT, Authority Project Team	0%
Facility Survey Review	30 days	Mon 7/15/19	Fri 8/23/19	31	PSLLC, Authority Project Team	0%
Due Diligence (Validate assumptions)	30 days	Mon 7/15/19	Fri 8/23/19	31	PSLLC, Authority Project Team	0%
Milestone #6 - Visio Diagram and Site Photos	**20 days**	**Mon 8/26/19**	**Fri 9/20/19**			**0%**
Visio Diagram/Site Photos	20 days	Mon 8/26/19	Fri 9/20/19	33	PSLLC	0%
Milestone #7 - Collect Data	**15 days**	**Wed 7/3/19**	**Tue 7/23/19**			**0%**
Collect Data	15 days	Wed 7/3/19	Tue 7/23/19	11	Authority IT, PSLLC	0%
Milestone #8 - Create Version 6 Database and Folder Structure	**10 days**	**Wed 7/3/19**	**Tue 7/16/19**			**0%**
Create Version 6 Database and Folder Structure	10 days	Wed 7/3/19	Tue 7/16/19	11	Authority IT, PSLLC	0%
Milestone #9 - Review Conversion INI Tools and INI Files	**0 days**	**Tue 7/30/19**	**Tue 7/30/19**			**0%**
Review Conversion INI Tools and INI Files (not applicable)	0 days	Tue 7/30/19	Tue 7/30/19	12		0%
Milestone #10 - Initial Setup Data and Partial Historical Data Conversion	**5 days**	**Wed 7/31/19**	**Tue 8/6/19**			**0%**
Initial Setup Data and Partial Historical Data Conversion	5 days	Wed 7/31/19	Tue 8/6/19	12	Authority IT, PSLLC, Authority AP, Authority Board	0%
Milestone #11 - Test and Development Environment	**30 days**	**Mon 8/26/19**	**Fri 10/4/19**			**0%**
Test and Development Environment	30 days	Mon 8/26/19	Fri 10/4/19	32	Authority Project Team	0%
Milestone #12 - Production Environment	**10 days**	**Mon 8/26/19**	**Fri 9/6/19**			**0%**
Production Environment	10 days	Mon 8/26/19	Fri 9/6/19	32	PSLLC, Authority Project Team	0%
Milestone #13 - Transaction Scenario Guide and Supporting Documentation	**30 days**	**Mon 7/29/19**	**Fri 9/6/19**			**0%**
Transaction Scenario Guide and Supporting Documentation	30 days	Mon 7/29/19	Fri 9/6/19	24	PSLLC, Authority IT, Authority Project Team	0%

Milestone #14 - Programmer Liaison Meeting	**5 days**	**Mon 8/26/19**	**Fri 8/30/19**			**0%**
Programmer Liaison Meeting	5 days	Mon 8/26/19	Fri 8/30/19	32,11,12	PSLLC, Authority IT, Authority Project Team	0%
Milestone #15 - On-Site Training / Testing	**40 days**	**Fri 10/11/19**	**Thu 12/5/19**			**0%**
On-Site Training	10 days	Fri 10/11/19	Thu 10/24/19	94,98	Authority Project Team, PSLLC	0%
Authority Testing	30 days	Fri 10/25/19	Thu 12/5/19	63		0%
Milestone #16 - Configure Hardware	**51 days**	**Mon 9/9/19**	**Mon 11/18/19**			**0%**
Configure Hardware	1 day	Mon 9/9/19	Mon 9/9/19	25	Authority Project Team, PSLLC, Authority IT	0%
Test Hardware	10 days	Tue 9/10/19	Mon 9/23/19	67	PSLLC	0%
Ship Hardware	10 days	Tue 9/24/19	Mon 10/7/19	68	PSLLC	0%
Install Hardware	10 days	Tue 11/5/19	Mon 11/18/19	69,99	PSLLC	0%
Milestone #17 - MSMQ Configuration	**15 days**	**Mon 8/26/19**	**Fri 9/13/19**			**0%**
MSMQ Configuration	15 days	Mon 8/26/19	Fri 9/13/19	32	Authority Project Team, PSLLC, Authority IT	0%
Milestone #18 - Ticket Setup and Review	**10 days**	**Mon 8/26/19**	**Fri 9/6/19**			**0%**
Ticket Setup and Review	10 days	Mon 8/26/19	Fri 9/6/19	32	Authority Project Team, PSLLC	0%
Milestone #19 - E-Mail Configuration	**5 days**	**Mon 8/26/19**	**Fri 8/30/19**			**0%**
E-Mail Configuration	5 days	Mon 8/26/19	Fri 8/30/19	32	Authority Project Team, PSLLC	0%
Milestone #20 - WeighPay Configuration	**14 days**	**Mon 8/26/19**	**Thu 9/12/19**			**0%**
WeighPay Configuration	14 days	Mon 8/26/19	Thu 9/12/19	32	Authority Project Team, PSLLC	0%
Milestone #21 - Custom Report Review	**5 days**	**Mon 8/26/19**	**Fri 8/30/19**			**0%**
Custom Report Review	5 days	Mon 8/26/19	Fri 8/30/19	32	Authority Project Team, PSLLC	0%
Milestone #22 - Substantial Ad-hoc Report Conversion/Creation	**15 days**	**Mon 8/26/19**	**Fri 9/13/19**			**0%**
Substantial Ad-hoc Report Conversion/Creation	15 days	Mon 8/26/19	Fri 9/13/19	32	PSLLC	0%
Milestone #23 - Batch Report Creation and Scheduling	**10 days**	**Mon 8/26/19**	**Fri 9/6/19**			**0%**
Batch Report Creation and Scheduling	10 days	Mon 8/26/19	Fri 9/6/19	32	Authority Project Team, PSLLC, Authority IT	0%
Milestone #24 - AR and Aging/Posting Configuration	**14 days**	**Mon 8/26/19**	**Thu 9/12/19**			**0%**
AR and Aging/Posting Configuration	14 days	Mon 8/26/19	Thu 9/12/19	32	Authority Project Team, PSLLC, Authority IT	0%
Milestone #25 - Book Travel	**176 days**	**Thu 5/2/19**	**Thu 1/2/20**			**0%**
Book Travel - Kick-Off Meeting	20 days	Thu 5/2/19	Wed 5/29/19	5		0%
Book Travel - On-Site Training	20 days	Fri 9/13/19	Thu 10/10/19	94	Authority Project Team, PSLLC	0%
Book Travel - Hardware Installation	20 days	Tue 10/8/19	Mon 11/4/19	69		0%

Book Travel - Installation / Go-Live	20 days	Fri 12/6/19	Thu 1/2/20	64		0%
Milestone #26 - Installation Work Plan	**14 days**	**Fri 1/3/20**	**Wed 1/22/20**			**0%**
Installation Work Plan	14 days	Fri 1/3/20	Wed 1/22/20	100	PSLLC	0%
Milestone #27 - Database Maintenance Task	**5 days**	**Thu 1/23/20**	**Wed 1/29/20**			**0%**
Database Maintenance Task	5 days	Thu 1/23/20	Wed 1/29/20	103	Authority Project Team, PSLLC	0%
Milestone #28 - Go Live Prep - Purge Test Data and Final Steps Prior to Go Live (History, Audit Trails, Test Data)	**14 days**	**Thu 1/30/20**	**Tue 2/18/20**			**0%**
Go Live Prep - Purge Test Data and Final Steps Prior to Go Live (History, Audit Trails, Test Data)	14 days	Thu 1/30/20	Tue 2/18/20	106	Authority Project Team, PSLLC	0%
Milestone #29 - Go Live	**38 days**	**Wed 2/19/20**	**Fri 4/10/20**			**0%**
Go Live - 1 Site	7 days	Wed 2/19/20	Thu 2/27/20	109,100	Authority Project Team, PSLLC	0%
Go-Live Validation Time	6 days	Fri 2/28/20	Fri 3/6/20	112		0%
Go-Live - 2 Sites	5 days	Mon 3/9/20	Fri 3/13/20	113		0%
Go-Live Validation Time	5 days	Mon 3/16/20	Fri 3/20/20	114		0%
Go-Live - 3 Sites	5 days	Mon 3/23/20	Fri 3/27/20	115		0%
Go-Live Validation Time	5 days	Mon 3/30/20	Fri 4/3/20	116		0%
Go-Live - 3 Sites	5 days	Mon 4/6/20	Fri 4/10/20	117		0%
Milestone #30 - Final Historical Transaction Data Conversion	**10 days**	**Mon 4/13/20**	**Fri 4/24/20**			**0%**
Final Historical Transaction Data Conversion	10 days	Mon 4/13/20	Fri 4/24/20	118	Authority Project Team, PSLLC	0%
Milestone #31 - Post Installation Checklist	**21 days**	**Mon 4/27/20**	**Mon 5/25/20**			**0%**
Post Installation Checklist	21 days	Mon 4/27/20	Mon 5/25/20	121	Authority Project Team, PSLLC	0%
Milestone #32 - Knowledge Transfer from Install to Support	**20 days**	**Tue 5/26/20**	**Mon 6/22/20**			**0%**
Knowledge Transfer from Install to Support	20 days	Tue 5/26/20	Mon 6/22/20	124	Authority Project Team, PSLLC	0%
Milestone #33 - Install Manager Post Go Live Follow-Up	**20 days**	**Tue 6/23/20**	**Mon 7/20/20**			**0%**
Install Manager Post Go Live Follow-Up	20 days	Tue 6/23/20	Mon 7/20/20	127	Authority Project Team, PSLLC	0%
Milestone #34 - Introduction to Support Department	**1 day**	**Tue 7/21/20**	**Tue 7/21/20**			**0%**
Introduction to Support Department	1 day	Tue 7/21/20	Tue 7/21/20	130	Authority Project Team, PSLLC	0%
Milestone #35 - Business Development Follow-Up	**1 day**	**Wed 7/22/20**	**Wed 7/22/20**			**0%**
Business Development Follow-Up	1 day	Wed 7/22/20	Wed 7/22/20	133	Authority Project Team, PSLLC	0%
Status Meeting	**230.13 days**	**Tue 5/28/19**	**Tue 4/14/20**			**0%**
Status Meeting	0 days	Tue 5/28/19	Tue 5/28/19			0%
Status Meeting 1	1 hr	Tue 6/4/19	Tue 6/4/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 2	1 hr	Tue 6/11/19	Tue 6/11/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%

Status Meeting 3	1 hr	Tue 6/18/19	Tue 6/18/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 4	1 hr	Tue 6/25/19	Tue 6/25/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 5	1 hr	Tue 7/2/19	Tue 7/2/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 6	1 hr	Tue 7/9/19	Tue 7/9/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 7	1 hr	Tue 7/16/19	Tue 7/16/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 8	1 hr	Tue 7/23/19	Tue 7/23/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 9	1 hr	Tue 7/30/19	Tue 7/30/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 10	1 hr	Tue 8/6/19	Tue 8/6/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 11	1 hr	Tue 8/13/19	Tue 8/13/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 12	1 hr	Tue 8/20/19	Tue 8/20/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 13	1 hr	Tue 8/27/19	Tue 8/27/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 14	1 hr	Tue 9/3/19	Tue 9/3/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 15	1 hr	Tue 9/10/19	Tue 9/10/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 16	1 hr	Tue 9/17/19	Tue 9/17/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 17	1 hr	Tue 9/24/19	Tue 9/24/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 18	1 hr	Tue 10/1/19	Tue 10/1/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 19	1 hr	Tue 10/8/19	Tue 10/8/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 20	1 hr	Tue 10/15/19	Tue 10/15/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 21	1 hr	Tue 10/22/19	Tue 10/22/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 22	1 hr	Tue 10/29/19	Tue 10/29/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 23	1 hr	Tue 11/5/19	Tue 11/5/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 24	1 hr	Tue 11/12/19	Tue 11/12/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%

Status Meeting 25	1 hr	Tue 11/19/19	Tue 11/19/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 26	1 hr	Tue 11/26/19	Tue 11/26/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 27	1 hr	Tue 12/3/19	Tue 12/3/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 28	1 hr	Tue 12/10/19	Tue 12/10/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 29	1 hr	Tue 12/17/19	Tue 12/17/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 30	1 hr	Tue 1/7/20	Tue 1/7/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 31	1 hr	Tue 1/14/20	Tue 1/14/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 32	1 hr	Tue 1/21/20	Tue 1/21/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 33	1 hr	Tue 1/28/20	Tue 1/28/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 34	1 hr	Tue 2/4/20	Tue 2/4/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 35	1 hr	Tue 2/18/20	Tue 2/18/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 36	1 hr	Tue 3/3/20	Tue 3/3/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 37	1 hr	Tue 3/17/20	Tue 3/17/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 38	1 hr	Tue 3/31/20	Tue 3/31/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 39	1 hr	Tue 4/14/20	Tue 4/14/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%

PSLLC anticipates that a final implementation plan will be developed mutually as part of the contract negotiations. PSLLC has performed many installations where the process has been all at once, broken down into many steps with separate installs for separate locations and also with phased in sites one at a time. PSLLC will work with the Customer after award to identify gaps that need to be addressed.

4.4 Proposed System

In this Section, PSLLC has provided a complete description of the proposed SSMS and UVSS systems to be provided and will demonstrate that the proposed system satisfies the Scope of Work of this RFP. PSLLC has provided an overview of the SSMS and UVSS systems in Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.10. Diagrams for the UVSS can be found in Section 4.4.2.23.

EXHIBIT C - ATTENDED AND UNATTENDED WEIGH SCALES BY SITE

Site Name and Location	**# Attended Weigh Scales**	**# Unattended Weigh Scales**
Central County Transfer Station	3	2
North County Regional Waste Disposal Facility (Landfill)	4	1
North County Transfer Station	2	1
Recoverable Materials Processing Facility (RMPF)	1	0
Renewable Energy Facility (REF 1 & REF 2)	3	1
South County Transfer Station	2	1
South West County Transfer Station	3	1
West Central Transfer Station	2	1
West County Transfer Station	2	0
TOTALS	**22**	**8**

PSLLC understands that the Authority has a total of thirty (30) scales across nine (9) facilities. Within the nine facilities there are twenty-two (22) manned scales and eight (8) unattended lanes that will need unattended kiosk for processing transactions either in-bound or out-bound.

EXHIBIT D - DIGITAL WEIGHT INDICATORS BY SITE

Site Name and Location	# of Scales	Scale Manufacturer and Model	Scale Indicator Model	Avg. # of Trans. Per Day
Central County Transfer Station	5	Mettler Toledo 7563	MT Jag Extreme GPD	559
North County Regional Waste Disposal Facility (Landfill)	5	Mettler Toledo (4) Rice Lake (1)	Mettler Toledo (4) 780Rice Lake 920i (1)	382
North County Transfer Station	3	Fairbanks	Cardinal 205 Cardinal 205 Cardinal 210	409
Recoverable Materials Processing Facility (RMPF)	1	Rice Lake	Rice Lake 920i	52
Renewable Energy Facility (REF 1 & REF 2)	4	Rice Lake	Rice Lake 920i	456
South County Transfer Station	3	Rice Lake	Rice Lake 920i	387
South West County Transfer Station	4	Rice Lake	Rice Lake 920i	312
West Central Transfer Station	3	Thurman	Cardinal 205 GSE 350 GSE 210	307
West County Transfer Station	2	Fairbanks	GSE 350	47

PSLLC understands that the Authority has 30 scales with various manufacturers and model of scale indicators. The CompuWeigh™ System will be able to connect to and read from this scale indicator provided the indicator has an RS-232 (Serial) or TCP/IP connection available.

4.4.1 Exhibit F – Requirements Checklist

PSLLC has completed the Exhibit F – Requirements Checklist below.

Req #	Priority	Process	Requirement Description	Response	Comment
1	Required	General	Comply with U.S. Weights and measures, laws, regulations, and standards and all audit standards.	1	Please see http://www.ncwm.net/ntep/cert_search?ob=&obd=&cc_num=&status=Any&man=paradigm&mod=&dvt=&keyword=&search=Search for this information. Certificate Number 96-049A2.
2	Required	UVSS	Integrate UVSS devices at all identified locations with the SSMS.	1	Please see the WeighStation Section 4.4.10.2 and the Unattended Operation Module Section 4.4.10.23 for more information.
3	Required	General	Fully integrated billing and accounts receivable system.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
4	Required	Reporting	The ability to generate custom reports.	1	Please see the Reporting Section 4.4.10.17 for more information.
5	Required	Admin	Provide flexibility for system administrators to configure the system.	1	Please see the Overview Section 4.4.10.1 for more information.
6	Desired	General	The SSMS should have an API that passes transaction details to include, at a minimum, the tare weight, and gross weight for a given transaction number.	1	Please see the Proposed Solution Section 4.4.10 for more information.

6a	Required	General	The SSMS should allow CSI application connect to SSMS database.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
6b	Required	General	The SSMS should allow BPF application connect to SSMS database.	1	Please see the Message Queuing Module Section 4.4.10.19 for more information.
7	Required	General	Comply with/conform to the Authority's existing scale equipment and indicators.	1	Please see the Proposed Solution Section 4.4.10 for more information.
8	Desired	Compatibility	Comply with/conform to the WIMS Central servers (HP Pro Liant DL 580 G8)	1	Please see the Minimum/Recommended System Requirements Section 4.4.10.13 for more information.
9	Required	Compatibility	Support a number of input and output devices and traffic control devices, including control gates, loop detectors, video recorders and RFID readers common in the waste industry.	1	Please see the WeighStation Section 4.4.10.2 and for the specific items listed, please see the Unattended Module Section, 4.4.10.23, the RF Reader Module Section 4.4.10.24, the Video/Picture Module Section 4.4.10.25, the Traffic Light Module Section 4.4.10.26 and the Traffic Gate Module Section 4.4.10.27 for more information.
10	Desired	Disaster Recovery	Support wired and wireless modems and/or routers for communication when circuits are down for credit card processing.	1	As this is a configuration of the Network, PSLLC does not foresee any issues with how the system would operate with these devices.
11	Desired	General	Operate the scale SSMS, accept payment and generate weigh tickets with hand-held	1	The system can operate on approved handheld devices and accept certain payments. Credit

			devices outside the scale house.		card terminals would need to meet PCI and Certification requirements.
12	Desired	General	Support input and output devices that function on off-grid power sources, such as solar and diesel-powered supplies.	1	As this is a configuration of how these devices receive power, PSLLC does not foresee any issues with how the system would operate with these devices.
13	Required	Compatibility	Comply with, support and control industry printers, scanners, scale indicators, point-of-sale registers, credit card machines and signature capture tablets.	1	PSLLC works with a variety of peripheral devices and have integrated with each of the types of peripheral devices listed in this question.
14	Desired	Compatibility	Provide compatibility with IBM Cognos Business Intelligence.	3	PSLLC would be open to discussing how the Customer is looking to integrate the two systems.
15	Desired	Compatibility	Provide and support a Cognos BI Catalog.	3	PSLLC would be open to discussing how the Customer is looking to integrate the two systems.
16	Required	General	Run SSMS systems at the outlying facilities independently when necessary if, for example, communication with Central is down.	1	Please see the Message Queuing Module Section 4.4.10.19 for more information.
17	Required	General	Capture transaction information from the outlying facilities and update a central database in real-time or near real-time.	1	Please see the Message Queuing Module Section 4.4.10.19 for more information.

18	Required	General	Update remote systems from the central system in real-time or near real-time.	1	Please see the Message Queuing Module Section 4.4.10.19 for more information.
19	Desired	Accounts Receivable	Allow customers to view their account status online.	1	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information.
20	Desired	Accounts Receivable	Allow customers to pay their bills, including balance due online.	1	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information.
21	Desired	Accounts Receivable	Send monthly invoices electronically.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information. We currently have the ability to send Statements, however, have the ability to modify the output to show an Invoice.
22	Desired	Accounts Receivable	Send scale house tickets electronically (individually or in batch).	1	Please see the Emailing Tickets Section 4.4.10.16 for more information.
23	Required	Admin	Add or change Waste Types and Rates.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
24	Required	Admin	Add/change start and end dates for Waste Types and Rates.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
25	Required	Admin	Add or change tipping fee rates.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
26	Required	Admin	Add, maintain and update vehicle, trailer and container information such as license	1	Please see the Truck Edit Section 4.4.10.5 for more information.

			plate numbers, tare weights, decal numbers, etc.		
27	Required	Admin	Maintain customer account information.	1	Please see the Account Edit Section 4.4.10.4 for more information.
28	Required	Admin	Add or change special fees such as Unsecured Load or Special Service charges.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
29	Required	Contract Pricing	Facilitate contract pricing (special price for a specific customer/waste code that may or may not be limited by date range, total tonnage or total dollar amount, for example.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
30	Required	Contract Pricing	Set contract pricing limits by date range/tonnage/dollar amount	1	Please see the Jobs Module Section 4.4.10.30 for more information.
31	Required	Transaction	Ensure the validity of the data entered into the system by the scale operator by preventing the input of invalid data using system defaults or system validation tools.	1	Please see the Alerts/Rules Module Section 4.4.10.18 and Account Edit Section 4.4.10.4 for more information.
32	Required	Transaction	Allow scale operators the option to include comments and to store those comments with the transaction record.	1	Please see the WeighStation Section 4.4.10.2 and the CompuWeigh™ System Section 4.4.10.3 for more information.
33	Required	Transaction	Automate input of weights from the scale.	1	Please see the WeighStation Section 4.4.10.2 for more information.
34	Required	Transaction	Automate input of the vehicle identifiers by use of	1	Please see the RF Module Section 4.4.10.24 for more information.

			transponder, barcode or other technology.		
35	Required	Transaction	Automate input of tare weights for vehicles/roll-offs for which a stored tare weight exists, and automate the input of weight from the indicator.	1	Please see the WeighStation Section 4.4.10.2 for more information.
36	Required	Transaction	Automate calculation of fees and balance due on deposit, etc.	1	Please see the WeighStation Section 4.4.10.2 for more information. We have a number of customers accepting deposits entering the facility and when exiting the facility, the system automatically calculates the balance due or the amount to refund.
37	Required	Transaction	Automate application of customer's contract pricing, if applicable	1	Please see the Account Edit Section 4.4.10.4 for more information.
38	Required	Transaction	Handle tandem vehicles (interchangeable tractors and trailers) and capture both tractor and trailer identification and combined weights.	1	Please see the Truck Edit Section 4.4.10.5 for more information.
39	Required	Accounts Receivable	Provide alerts on accounts that are in arrears or have been cancelled (e.g. customer cut off from using Authority facilities) pending payment or are on a cash only basis.	1	Please see the Account Edit Section 4.4.10.4 – Options Tab for more information.
40	Desired	Transaction	Allow weigh scale weights to interface and be visible on the	1	Please see the Video/Picture Module Section 4.4.10.25 for more information.

			scale camera and reviewable on the recording device.		
41	Required	Transaction	Provide the ability for the scale operator to recapture the weight.	1	Please see the WeighStation Section 4.4.10.2 for more information.
42	Desired	Transaction	Scan and store documents with the transaction record.	1	Please see the Account Edit Section 4.4.10.4 for more information.
43	Required	Transaction	View customer balance due at the scale house (preferably in real time)	1	Please see the WeighStation Section 4.4.10.2 for more information.
44	Required	Transaction	Automate input of photos of the vehicle.	1	Please see the Video/Picture Module Section 4.4.10.25 for more information.
45	Desired	Transaction	Provide separate outside LED display for customer viewing.	1	Please see the WeighStation Section 4.4.10.2 for more information.
46	Required	General	Track and manage of the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system.	1	Please see the Shift Totals Section 4.4.10.9 and the Reporting Section 4.4.10.17 for more information.
47	Required	Transaction	Incorporate “direction” codes and record them with every transaction as an alternative to using different waste codes to distinguish between inbound, outbound and internal transfers.	1	Please see the WeighStation Section 4.4.10.2 for inbound and outbound directions. We currently handle the inbound and outbound through direction and handle the transfer out and transfer in through a Transaction Type.
48	Required	Transaction	Use logic or preset defaults to automatically input direction	1	This is a standard feature within the CompuWeigh™ System

			codes, origination sectors and destination sectors.		Section 4.4.10.3 and the WeighStation Section 4.4.10.2 for more information.
49	Required	Transaction	Differentiate between incoming and outgoing loads.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
50	Required	Transaction	Incorporate “origination” and “destination” codes and record them with every transaction.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
51	Required	Transaction	Restrict allowable waste types and origination/destination sectors by site using logic or preset defaults.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
52	Required	General	Handle Cash, Debit or Credit Card, Check and Account transactions (including swipe and chips cards)	1	Please see the CompuWeigh™ System Section 4.4.10.3 and the WeighPay (Credit Card) Module Section 4.4.10.21 for more information.
53	Required	Compatibility	Provide compatibility with industry standard peripherals necessary to facilitate the transactions in Requirement #52.	1/2	Please see the WeighPay (Credit Card) Module Section 4.4.10.21 for more information. Per PCI requirements, the devices will be provided by the credit card provider selected by the Customer.
54	Required	Fees	Accommodate charges by weight (pound or ton), by yard and for “each”.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
55	Required	Fees	Accommodate “minimum charges” (e.g.$2.00 minimum)	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.

56	Required	Fees	Accommodate special surcharges (e.g. $10 unsecured load; $500 witness destruction; special handling)	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
57	Required	Transaction	Print configurable scale tickets containing all industry standard information.	1	Please see the WeighStation Section 4.4.10.2 for more information.
58	Required	Transaction	Print default statement under the driver signature i.e., “Driver certifies that load is clean vegetation.”	1	Please see the WeighStation Section 4.4.10.2 for more information.
59	Required	Transaction	Include transaction date, weigh in and weigh out times using a 24-hour clock on both the scale ticket and in the transaction record.	1	Please see the WeighStation Section 4.4.10.2 and Transaction Edit Section 4.4.10.6 for more information.
60	Required	Transaction	Print a scale ticket, at a minimum, the transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee.	1	Please see the WeighStation Section 4.4.10.2 for more information.
61	Required	Transaction	Include on the transaction record, at a minimum, the transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee.	1	Please see the Transaction Edit Section 4.4.10.6 for more information.

62	Required	Transaction	Include comments from the scale operator such as “You Must Weigh Out”.	1	Please see the WeighStation Section 4.4.10.2 for more information.
63	Required	Transaction	Capture electronic driver signature and put it on the scale ticket and store it with the transaction record.	1	Please see the Signature Capture Module Section 4.4.10.22 for more information.
64	Required	Transaction	Print tickets on either preprinted forms or standard-sized paper.	1	Please see the WeighStation Section 4.4.10.2 for more information.
65	Required	Transaction	Store and electronic image of the scale ticket to eliminate the need to retain paper copies.	1	Please see the Signature Capture Module Section 4.4.10.22 for more information.
66	Required	General	Manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system.	1	Please see the Shift Totals Section 4.4.10.9 and the Reporting Section 4.4.10.17 for more information.
67	Desired	Transaction	Compatibility with the Authority’s existing security camera system	3	Integration to the existing security system would need to be handled through customization depending on the level of integration requested.
68	Required	Security	Integrate with Windows Active Directory for permissions.	1	Please see the System Security Section 4.4.10.11 for more information.

69	Required	Security	Provide scale operator log on/log off password security.	1	Please see the System Security Section 4.4.10.11 for more information.
70	Required	Security	Provide security encryption of all monetary and financial transactions, including compliance with the Payment Card Industry Data Security Standard for credit card transactions.	1	Please see the WeighPay Module (Credit Card) Section 4.4.10.21 for more information. Additional security can be handled through SQL Server.
71	Required	Security	Provide scale monitoring to ensure that all vehicles have a completed transaction for example by logging “roll-throughs”.	1	Please see the Scale Monitoring Module Section 4.4.10.28 for more information.
72	Desired	Security	Capture pictures of the truck and driver from various angles and store the photos with the transaction record.	1	Please see the Video/Picture Module Section 4.4.10.25 for more information.
73	Required	Reporting	Produce both standard and customer reports.	1	Please see the Reporting Section 4.4.10.17 for more information.
74	Required	Reporting	Provide scheduling, production and formatting of reports.	1	Please see the Reporting Section 4.4.10.17 for more information.
75	Required	Reporting	Provide user-friendly, customizable reporting using standard desk top software or web-based tools.	1	Please see the Reporting Section 4.4.10.17 for more information.
76	Required	Reporting	Export data to Microsoft Office programs.	1	Please see the Reporting Section 4.4.10.17 for more information.
77	Required	UVSS	Provide UVSS Compatibility with the Authority’s existing and proposed scale equipment and indicators.	1	Please see the WeighStation Section 4.4.10.2 and Unattended Module Section 4.4.10.23 for more information.

78	Required	UVSS	Provide UVSS compatibility with the proposed SSMS.	1	Please see the WeighStation Section 4.4.10.2 and Unattended Module Section 4.4.10.23 for more information.
79	Required	UVSS	Provide safe and convenient UVSS access to the drivers.	1	We will work closely with the Customer for proper placement of the hardware.
80	Required	Admin	Add or change user-defined fields and the labels associated with such fields.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
81	Required	UVSS	Process transactions on UVSS with no scale operator intervention.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
82	Required	UVSS	Capture (UVSS) transaction information using radio frequency tags, remote optical scanners, keypads, or other similar technology.	1	Please see the RF Module Section 4.4.10.24 and the Unattended Module Section 4.4.10.23 for more information.
83	Required	UVSS	Handle tandem vehicles (tractor trailers) and capture both tractor and trailer identification (at UVSS).	1	Please see the RF Module Section 4.4.10.24 and the WeighStation Section 4.4.10.2 for more information.
84	Required	Transaction	Ability to print custom messages on scale tickets.	1	Please see the WeighStation Section 4.4.10.2 for more information.
85	Required	Transaction	Ability to print multiple copies of scale ticket on demand at scale house.	1	Please see the WeighStation Section 4.4.10.2 for more information.
86	Required	Transaction	Ability to print copies of scale ticket on demand at Administration office.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
87	Required	UVSS	Capture a minimum of 10 fields of data using customizable	1	Please see the Unattended Operation Module Section

			prompts to facilitate proper data input from the driver/scale operator using keypad or other similar technology (at UVSS).		4.4.10.23 for more information. We capture more than 10 fields of data with each transaction.
88	Required	UVSS	Provide ease of administration and the ability to add or change user-defined fields including labels associated with such fields.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
89	Required	UVSS	Provide a (UVSS) viewing screen with a display that is visible in all levels of light from darkness to bright sunlight.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
90	Required	UVSS	Provide UVSS ability to function in a harsh environment which include but is not limited to sun, wind, rain, lightning, heat, cold, dust, grease, grime, vehicle exhaust and repetitive use estimated at 20,000 transactions per year per system.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
91	Required	UVSS	Provide appropriate integrated traffic control devices including stoplight indicators and/or gates (at UVSS).	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
92	Optional	CSI	Deliver a sales order and billing process for recyclables that includes generation of sales orders, pick tickets, bills of lading, invoices and customer statements.	1	Please see the Jobs Module Section 4.4.1.30 for more information.

93	Optional	CSI	Process long term contract sales orders with renewal fixed terms, floor and/or ceiling prices, price as a percentage of an index and retro pricing for loads picked up before price can be established.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
94	Optional	CSI	Process monthly spot market sales orders with date sensitive pricing and the option to restrict pick dates for loads.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
95	Optional	CSI	Process ad hoc sales for excess material that is sold for a price that deviates from the contract or spot price.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
96	Optional	CSI	Create sales orders with the following attributes – Expected Ship Date, Buyer's Release Number (optional), Shipper's Name, Destination Mill Name and Price – actual or derived.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
97	Optional	UVSS	Process payments at UVSS as a future enhancement.	1/2	PSLLC has started discussions with a vendor that offers credit card processing for unattended applications. We are hopeful to have additional information on this integration prior to an on-site demonstration of our proposed system.
98	Required	UVSS	Operate each UVSS (free-standing units) independently of other scales.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.

99	Required	UVSS	Signal the driver to pull onto the unattended weigh scale using a stoplight indicator.	1	Please see the Traffic Light Management Module Section 4.4.10.26 and the Unattended Module Section 4.4.10.23 for more information.
100	Optional	CSI	Automatic input of tare weight for incoming loads from the scale using the SSMS to create a transaction ticket.	1	Please see the WeighStation Section 4.4.10.2 for more information.
101	Optional	CSI	Print a Pick ticket that authorizes the RMPF operator to load the truck.	1	Please see the WeighStation Section 4.4.10.2 for more information.
102	Optional	CSI	Retrieve the incoming transaction ticket data from the proposed SSMS including the transaction number and associated tare weight, customer number and name, and other pertinent data.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
103	Optional	CSI	Ability for the scale operator to enter the Sales Order number and Release number to retrieve the associated Sales Order data.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
104	Optional	CSI	Provide scale operator system functionality to update the shipper or other Authority specific information, if necessary.	1	Please see the WeighStation Section 4.4.10.2 for more information.
105	Optional	CSI	Update the Pick ticket for outgoing loads with the Commodity loaded. Shipper's	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.

			Truck and Trailer numbers, and number of bales, if any.		
106	Optional	CSI	Retrieve Pick ticket data associated with an outgoing load (Pick ticket number, Sales order number, SSMS transaction ticket number, etc.) to create and print a Bill of Lading (BOL).	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
107	Optional	CSI	Print multiple copies of Bills of Lading.	1	Please see the WeighStation Section 4.4.10.2 for more information.
108	Optional	CSI	Automate input of gross weight from the scale to update the initial incoming SSMS transaction ticket.	1	Please see the WeighStation Section 4.4.10.2 for more information.
109	Optional	CSI	Retrieve data from the Pick ticket (Sales Order number, BOL number, etc.) for the scale operator to print the completed transaction ticket.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
110	Optional	CSI	Create and print invoices daily for commodity sales transactions using data from the respective Bill of Lading (corresponding Sales Order number, Sales Order date, Customer Account number and Name, and BOL number), net weight from the SSMS transaction record and Customer Contract or Yellow Sheet pricing.	1	Please see the Jobs Module Section 4.4.10.30, Posting (Billing/Invoicing) Section 4.4.10.10 and the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.

111	Optional	CSI	Create and print a Pick ticket at the Administration Office	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
112	Optional	CSI	Create and print the BOL at the Administration Office for an existing Pick ticket and its related SSMS transaction.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
113	Optional	CSI	Generate statements monthly or on demand.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
114	Optional	CSI	Maintain separate customer account numbers from the SSMS waste transactions.	1	Please see the Account Edit Section 4.4.10.4 for more information.
115	Optional	CSI	Process customer payments.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
116	Optional	CSI	Process accounts receivable functions, including positive and negative adjustments, reference table maintenance including customer accounts, commodity codes and country codes.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
117	Required	General	Capture the stable gross weight or tare weight of the load on the attended weigh scale without intervention from the scale operator.	1	Please see the WeighStation Section 4.4.10.2 for more information.

118	Required	Transaction	Prompt the scale operator for, or otherwise acquire, the truck decal and trailer decal.	1	Please see the WeighStation Section 4.4.10.2 for more information.
119	Required	Transaction	Validate the truck and/or trailer decals against the SSMS database at the weigh scales.	1	Please see the WeighStation Section 4.4.10.2 for more information.
120	Required	Transaction	Display the associated customer name if valid at the unattended with scales.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
121	Required	Transaction	Change (override) customer number at attended/unattended weigh scales when necessary	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
122	Required	Transaction	Prompt for the Driver ID when an Authority truck pulls onto the attended/unattended weigh scale.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
123	Required	Transaction	Prompt the scale operator for the waste type, origin of the waste type, and destination of the waste type.	1	Please see the WeighStation Section 4.4.10.2 for more information.
124	Required	Transaction	Systematically determine disposal fee based on standard tipping fee or contract pricing using pounds for incoming trucks.	1	Please see the WeighStation Section 4.4.10.2 for more information.
125	Required	Transaction	Systematically prompt for cash customers for a deposit number.	1	Please see the WeighStation Section 4.4.10.2 for more information.
126	Required	Transaction	Systematically prompt check paying customers for a check number.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.

127	Required	UVSS	Display prompts and messages to the driver at unattended weigh scales in English and Spanish.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
128	Required	Security	Systematically record a “Roll-Through” and, at a minimum, the date, time, site, weight and scale ID for trucks that drive over the scale without stopping.	1	Please see the Scale Monitoring Module Section 4.4.10.28 and the Audit Logs Section 4.4.10.8 for more information.
129	Required	UVSS	Systematically signal to the driver at the unattended device to pull onto the scale using a stoplight indicator.	1	Please see the Traffic Light Management Module Section 4.4.10.26 and the Unattended Operation Module Section 4.4.10.23 for more information.
130	Required	UVSS	Prompt the driver at the unattended device for the preferred language, either English or Spanish.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
131	Required	UVSS	Prompt the Authority truck driver to enter his/her Driver ID At the unattended device.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
132	Required	UVSS	For non-Authority trucker at the unattended device, do not prompt for the Driver ID (and Driver ID shall be null).	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
133	Required	UVSS	Prompt the Authority truck driver at the unattended device to identify the waste type, sector of origin and sector of destination.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
134	Required	UVSS	Systematically convert the selected icon or button to the	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.

			waste type identifiable by the SSMS.		
135	Required	UVSS	Automatically validate the weigh data against the SSMS database and display it on the screen.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
136	Required	UVSS	Give driver at the unattended device the opportunity to confirm the data entered and back up and re-enter the data.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
137	Required	UVSS	Capture the stable gross weight at the unattended device and calculate the net weight and display the gross weight, net weight, and tare weight results on the screen.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
138	Required	UVSS	Automatically terminate transactions at the Authority's transfer stations if the gross weight is over a specified limit.	1	We have the ability to identify the scale operator that the transaction is over the weight limit and could put this message on the screen. Based on Question #143 below, we would process this transaction as a roll-through and provide instructions to the driver that they are overweight and to remove material and then return to the scale.
139	Required	UVSS	Print a ticket including at a minimum the date, time, transaction number, waste type, site, gross weight tare weight and net weight.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.

140	Required	UVSS	Signal the driver to exit the scale using a stoplight indicator after completion of transaction.	1	Please see the Traffic Light Management Module Section 4.4.10.26 and the Unattended Operation Module Section 4.4.10.23 for more information.
141	Required	UVSS	Provide the driver the option to cancel/void the transaction from any screen.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
142	Required	UVSS	Systematically pass the driver ID, truck decal, associated decal (if any), gross weight and cancel flag to the SSMS	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
143	Required	UVSS	Record the cancelled transaction as a Roll-Through transaction and return to the start of the input session.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
144	Required	UVSS	Automatically reset the unattended unit for the next truck when the scale goes to zero.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
145	Required	Accounts Receivable	Print customized monthly statements of account to include but not limited to Customer name, Contact, Remittance Address, Billing Address, Previous Balance, Finance Charges, Detailed new monthly charges, Total Balance Due and a customizable message field.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
146	Desired	Accounts Receivable	Print all monthly statements only for accounts exceeding a user-defined threshold.	1	Please see the Accounts Receivable and Aging Module

					Section 4.4.10.20 for more information.
147	Required	Admin	Make adjustments to transaction record (customer name, tonnage, destination, etc.)	1	Please see the System Security Section 4.4.10.11 and the Transaction Edit Section 4.4.10.6 for more information.
148	Required	Accounts Receivable	Provide a clear audit trail from source documents like scale tickets to transactions posted in the database.	1	Please see the Transaction Edit Section 4.4.10.6 for more information.
149	Required	Accounts Receivable	Apply credit limits and/or requires pre-payment balances (deposits) to customers.	1	Please see the Account Edit Section 4.4.10.4 for more information.
150	Required	Accounts Receivable	Track tonnage and debit/credit activity for “no charge” accounts.	1	We can handle tracking the tonnage for the “no charge” activity, however, if the transaction is “no charge” there would not be debit/credit activity.
151	Required	Accounts Receivable	Track charges not related to scale activity (finance charges, etc.)	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
152	Required	Accounts Receivable	Set different fees for different waste types.	1	Please see the WeighStation Section 4.4.10.2 and the CompuWeigh™ System Section 4.4.10.3 for more information.
153	Required	Accounts Receivable	Process partial payments, overpayments and both positive and negative adjustments.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
154	Required	UVSS	Set the scale to zero at the end of a transaction or when a truck	1	Please see the WeighStation Section 4.4.10.2 for more information.

			pulls off of the scale without completing a transaction.		
155	Required	Accounts Receivable	Provide pre-pay and installment terms of payments.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
156	Required	Accounts Receivable	Provide multiple ways to apply payments; by charge, by “oldest” open items and by specific invoice(s).	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
157	Required	Admin	Allow easy reprint, edit, void and audit functions for scale tickets.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
158	Required	Reporting	Provide dynamic reporting functionality.	1	Please see the Reporting Section 4.4.10.17 for more information.
159	Required	Reporting	Provide on-line drill down capability.	1	Please see the Reporting Section 4.4.10.17 for more information.
160	Desired	Security	Provide workflow approval process functionality to regulate reversal and refund procedures.	1	Please see the System Security Section 4.4.10.11 for more information.
161	Required	Security	Require supervisor approval and documentation for voided transactions.	1	Please see the System Security Section 4.4.10.11 for more information.
162	Required	Security	Apply security settings at a group or user level.	1	Please see the System Security Section 4.4.10.11 for more information.
163	Required	Security	Apply “granular” permissions for each user such as only allowing a user to run reports.	1	Please see the System Security Section 4.4.10.11 for more information.

164	Required	Security	Report on user activities and/or changes to customer or other reference tables.	1	Please see the Audit Logs Section 4.4.10.8 and the Reporting Section 4.4.10.17 for more information.
165	Optional	UVSS	Allow tractor trailer driver to complete UVSS transactions without exiting the cab of the truck.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
166	Desired	CSI	Allow customers and staff to submit a bid online including bidder's name, company name, commodity, and price.	3	PSLLC will modify for a nominal fee the system to meet this requirement upon receipt of business requirements.
167	Desired	CSI	Automatically populate bid report after cut-off time for bids.	3	PSLLC will modify for a nominal fee the system to meet this requirement upon receipt of business requirements.
168	Optional	CSI	Add new contracts and update existing contracts for commodities.	3	PSLLC will modify for a nominal fee the system to meet this requirement upon receipt of business requirements.
169	Optional	CSI	Customizable reports: Customer Shipment Exception, Transaction Edit Report, Commodity Transaction Edit, Activity Report, Aging Report, Outstanding invoices, charges journal report, adjustment	1/3	Please see the Reporting Section 4.4.10.17 for more information.

			reports, invoice record by commodity report, monthly shipping log, cash payments summary report, monthly applied payments, recycling customer list, Sales Orders Report, Contract Listing by Customer, Outstanding Invoices, Activity Report, Aging Report, Annual Tonnage by Commodity Report, Annual net revenue/ton by commodity report.		
170	Optional	CSI	Allow customers to view account status on line.	1	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information.
171	Optional	CSI	Apply credit limits for all accounts.	1	Please see the Account Edit Section 4.4.10.4 for more information.
172	Optional	CSI	View monthly statements and shipment reports online.	1/3	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information. For the viewing shipment reports online, PSLLC will modify the system to meet this requirement upon receipt of business requirements.
173	Optional	CSI	Pick ticket process: Bill of lading cancellation, Bill of Lading Re-issue, Re-print Bill of Lading	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
174	Optional	CSI	View Pick ticket online at the Administrative office.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs

					Module Section 4.4.10.30 for more information. By online we are referring to within the application not on the web.
175	Optional	CSI	Allow customers to pay their bills, including balances due online.	1	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information.

4.4.2 Section 2 – Scope of Services Responses

Section 2 – Scope of Services of the RFP, the AUTHORITY outlined its principal and detailed process requirements. These requirements have been summarized in the Requirements Checklist. PROPOSER shall in order, succinctly address these requirements and clearly identify those requirements which are standard. For those requirements that are not standard, PROPOSER shall discuss their proposed solution.

A. Implementation Services: The AUTHORITY requires a "state of the art" vehicle weigh scale management system to include a point of sale system that will have the demonstrated ability to allow integration into a single Billing and Accounts Receivable system and will allow sharing of information (in real time where possible) between the various outlying facilities and the AUTHORITY's Administration office. The scale software management system (SSMS) must be user friendly for Weighmasters while having flexibility for system administrators to configure the system and generate custom reports either on site or remotely. The SSMS will not require extensive custom development and maintenance. The system must comply with U.S. weights and measures laws, regulations, and standards and all audit standards.

PSLLC Response – The CompuWeigh™ System is a start of the art vehicle weigh scale management system with a point of sale system and integrated accounts receivable and aging module. This proven solution is installed at many municipal facilities across North American and is the preferred solution for municipalities the size of the Authority. Our user-friendly system offers many configurations, settings and options to meet and in most cases exceed the requirements of the RFP. The system complies with U.S. weights and measures laws, regulations, and standards and all audit standards.

1) Hardware, Software and Peripherals: The successful PROPOSER shall provide all software, labor and support necessary for the successful design, delivery, installation, implementation, testing, training, cutover, operation, maintenance and support of its Proposed System at the AUTHORITY's six (6) transfer stations, the landfill, the renewable energy facility site, and the RMPF, as well as the AUTHORITY's central administrative office. The successful PROPOSER shall also provide unattended devices to replace the AUTHORITY's current UVSS devices at all identified locations. These devices shall be fully integrated into the SSMS. With the exception of the unattended devices, it is the AUTHORITY's expectation that the AUTHORITY will provide all other hardware (servers, cash drawers, peripherals, etc.), however the AUTHORITY will reserve the right to purchase some or all of the hardware from the PROPOSER if mutually agreeable. The successful PROPOSER shall provide specifications for and/or identify all hardware required for the successful completion of the project and specifically identify which hardware, if any, must be purchased from the PROPOSER and include such hardware and pricing on the Price Proposal Form (Proposal Form 2).

PSLLC Response – PSLLC agrees to provide all software, labor and support necessary for the successful design, delivery, installation, implementation, testing, training, cutover, operation, maintenance and support of our Proposed System at the Authority's six (6) transfer stations, the landfill, the renewable energy facility site, and the RMPF, as well as the central administrative office. We have provided the necessary hardware to replace the current UVSS with our proven solution. We will work with the Authority and advise of any additional peripherals the Authority wishes to procure to ensure a smooth integration.

2) Labor and Materials: The successful PROPOSER shall provide all labor and materials necessary to furnish and install the SSMS and UVSS systems at the locations included in EXHIBIT "C".
   PSLLC Response – PSLLC agrees to provide all labor and materials necessary to furnish and install the SSMS and UVSS systems at the location included in Exhibit "C".
3) Maintenance and Service: The successful PROPOSER shall provide training as specified in the detailed requirements presented herein to allow system users to become fully functional with the SSMS. The successful PROPOSER shall also provide system support and upgrades as new versions of the SSMS become available. The successful Firm must possess the ability to provide the following maintenance and service requirements for the system:
   - Provide on-site instruction, training, and training manuals for all potential users of the system to the satisfaction of the AUTHORITY.
     PSLLC Response – PSLLC will provide on-site instruction, training, and training manuals for all potential users of the system to the satisfaction of the Authority.
   - Provide for diagnostic testing of the system from an off-site location.
     PSLLC Response – PSLLC will provide diagnostic testing of the system from an off-site location.
   - Provide service for both hardware and software on a 24-hour per day basis. Service response by telephone must be within thirty (30) minutes.
     PSLLC Response – PSLLC will provide 24-hour per day service for both hardware and software via telephone and agree the response will be within thirty (30) minutes.
   - Provide a minimum of two (2) operating manuals for software and cash drawer.
     PSLLC Response – PSLLC will provide a minimum of two (2) operating manuals for the software and if we are to provide the cash drawers, two (2) manuals will be provided for this hardware.
4) Interoperability with the AUTHORITY Hardware/Network Infrastructure: The successful PROPOSER shall be responsible for the successful interoperability between the delivered SSMS and the AUTHORITY's hardware/network infrastructure (See Section 1 – Introduction and Background Information, Current System (WIMS) above for the System Environment, Client Server Environment, Central-Remote Interface, Unattended Scale System (UVSS), and Existing Hardware and Operating System Environment). In the event there

is a conflict between the proposed SSMS and the AUTHORITY's existing infrastructure as described above. PROPOSER shall clearly identify said conflict and identify its alternative requirements in sufficient detail to enable the AUTHORITY to evaluate the technological and cost impacts of the alternative requirements.

PSLLC Response – PSLLC understands the responsibility of this requirement and do not foresee any issues in meeting this requirement.

5) Miscellaneous: In addition to the above, the Scope of Services shall include:

i. Detail design documentation, furnishing, installation, configuration and acceptance testing of the new systems.

PSLLC Response – PSLLC agrees to detail design documentation, furnishing, installation, configuration and acceptance testing of the new systems.

ii. Timely delivery of the systems as specified and in accordance with the performance schedule.

PSLLC Response – PSLLC agrees to the timely delivery of the systems as specified and in accordance with the performance schedule.

iii. Liquidated damages of $250 per day for late delivery.

PSLLC Response – PSLLC believes the implementation requires the dedication of both parties and will agree to these liquidated damages and trust that the Authority will also agree to the same.

iv. Training in the operation and maintenance of the system conducted in West Palm Beach, Florida for approximately 30 people which includes Weighmasters and truck drivers.

PSLLC Response – PSLLC will provide training in the operation and maintenance of the system conducted in West Palm Beach, Florida for approximately 30 people which includes Weighmasters and truck drivers.

v. Five years of licensing, upgrades, maintenance and technical support.

PSLLC Response – PSLLC has provided within our standard Agreements, ten (10) years of licensing, updates within version, any upgrades to a new version for the first five (5) years of contract execution, maintenance and technical support on an annual basis.

vi. Operation and maintenance documentation/manuals for all software and hardware for five (5) years.

PSLLC Response – PSLLC will provide the operation and maintenance documentation/manuals for all software and hardware for five (5) years.

vii. Any software, hardware, training or documentation not specifically mentioned but essential to the proper maintenance and functioning of the delivered systems.

PSLLC Response – PSLLC will provide any software, hardware, training or documentation not specifically mentioned but essential to the proper maintenance and functions of the delivered systems based on the scope of work.

The requirements herein are considered minimal. PROPOSERS are encouraged to offer Proposals that exceed these requirements. The AUTHORITY seeks improved processes and minimal burden on its own resources.

B. Principal Requirements: The following are the principal requirements for the Proposed System. Detailed requirements are presented in the following sections.
   1) Hardware Compatibility: The Proposed SSMS must be compatible with the AUTHORITY's existing scale equipment and indicators at a minimum. It is preferred, but not required, that the SSMS be compatible with the WIMS Central servers (HP Pro Liant DL 580 G8). PROPOSER shall clearly address compatibility with the existing servers and the AUTHORITY's network in its Proposal. The SSMS shall support a number of input and output devices, and traffic control devices, including control gates, loop detectors, video recorders, and RFID readers common in the waste industry. The AUTHORITY is also interested in the ability to support wired and wireless modems and/or routers for communication when phone lines are down as well as the ability for Weighmasters to operate the scale SSMS, accept payment and generate weigh tickets with hand held devices outside the scale house. The SMSS should also support input and output devices that function on off-grid power sources such as solar and diesel-powered supplies.

      PSLLC Response – PSLLC does not foresee any issues with the compatibility of the proposed system and the Authority's existing scale equipment and indicators, servers or network. The proposed system supports numerous input and output devices such as gates, lights, loop detectors, video recorders, RFID readers, barcode and driver's license scanners, cash drawers, radiation detectors, and many more. The system has been used with a number of different network options to allow for optimum system up time including off-grid power sources.
   2) Software Compatibility: The SSMS must be compatible with and support and control industry standard off-the-shelf peripherals such as printers, scanners, scale indicators, point-of-sale registers, credit card machines and signature capture tablets. The SSMS must also be able to migrate at least six (6) years of the AUTHORITY's existing data. The AUTHORITY currently uses IBM Cognos Impromptu to analyze WIMS data and produce custom reports. The AUTHORITY currently plans to upgrade to IBM Cognos Business Intelligence. Compatibility with IBM Cognos Business Intelligence is desired but not required. The ability to provide and support a Cognos Catalog is a plus but not required.

      PSLLC Response – The proposed system is compatible with and support and control industry standard off-the-shelf peripherals such as printer, scanners, scale indicators, cash drawers, credit card terminals, signature capture tablets and more. We have performed data migration for many of our current customers. We have reporting built-in to the proposed system; however, we would be open to discussing an integration with IBM Cognos Impromptu if required.
   3) Remote Operation: The SSMS systems at the outlying facilities must be able to run independently when necessary if, for example, communication with

Central is down. The remote systems, including the unattended devices, must be able to capture transaction information from the outlying facilities and update a central database in real-time or near real-time. The remote systems must be able to be updated by the central system in real-time or near real-time.

PSLLC Response – Using our Message Queuing Module (MSMQ), the remote facilities can run independently when communication with the central office is down. The SSMS and UVSS will be able to capture transaction information and update the central database in near real-time.

4) Central Operations and Administrative Capabilities: The SSMS must provide a fully integrated Accounts Receivable and Billing capability. Several desired features include:
   - The ability for customers to view their account status online;
     PSLLC Response – PSLLC offers this through our Web Reporting and Payment Module.
   - The ability for customers to pay their bills, including balances due, online;
   - **PSLLC Response – PSLLC offers this through our Web Reporting and Payment Module. Customer must enter into an agreement through on the approved PCI Compliant credit card companies.**
   - The ability to send invoices electronically.
   - **PSLLC Response – PSLLC offers the ability to send statements to customers. We can also modify the statement to include an invoice.**

   The SSMS must have the ability to provide office staff to adequately maintain the customer tables, truck tables, associated (trailers and roll-offs) tables and tipping fee tables necessary to manage the business. The system should also provide ease of administration and the ability to add or change user-defined fields and the labels associated with such fields. The system should provide full flexibility to accomplish the following:
   - Add or change Waste Types and Rates and to establish start and end dates for Waste Types and Rates;
     PSLLC Response – This is a standard feature within the proposed system.
   - Add or change tipping fee rates;
     PSLLC Response – This is a standard feature within the proposed system.
   - Add, maintain and update vehicle, trailer and container information, such as license plate numbers, tare weights, decal numbers, etc.;
     PSLLC Response – This is a standard feature within the proposed system.
   - Maintain customer account information;
     PSLLC Response – This is a standard feature within the proposed system.
   - Add or change special fees, such as Unsecured Load or Special Service charges.
     PSLLC Response – This is a standard feature within the proposed system.

- Manage “contract pricing”, including the ability to set limits by date range and/or volume;
  PSLLC Response – This is a standard feature within the proposed system.

5) Scale House Operations: The SSMS must provide a user-friendly and efficient interface for the Weighmaster with a minimum number of keystrokes or touch screen entries. The system should provide features to ensure the validity of the data entered into the system by the Weighmaster by preventing the input of invalid data. In an effort to eliminate the need to retain copies of paper tickets, the AUTHORITY desires the ability for Weighmasters to include comments if necessary and to store those comments with the transaction record. The system should include features to reduce Weighmaster manual entry such as:
   - Automate input of weights from the scale;
     PSLLC Response – This is a standard feature within the proposed system.
   - Automate input of vehicle identifiers by use of transponder, barcode, or other technology;
     PSLLC Response – This is a standard feature within the proposed system.
   - Automate input of tare or gross weights;
     PSLLC Response – This is a standard feature within the proposed system.
   - Automate calculation of fees, balance due on deposit, etc.;
     PSLLC Response – This is a standard feature within the proposed system.
   - Automate application of customer’s contract pricing, if applicable;
     PSLLC Response – This is a standard feature within the proposed system.
   - Send scale house tickets electronically or in batch;
     PSLLC Response – This is a standard feature within the proposed system.
   - Handle tandem vehicles (interchangeable tractors and trailers) and capture both tractor and trailer identification;
     PSLLC Response – This is a standard feature within the proposed system.
   - Provide alerts on accounts that are in arrears or have been cancelled (e.g., customer cut off from using AUTHORITY facilities) pending payment or are on a cash only basis;
     PSLLC Response – This is a standard feature within the proposed system.
   - Ability for the Weighmaster to recapture the weight.
     PSLLC Response – This is a standard feature within the proposed system.

   Additional desired features include:
   - Allow weigh scale weights to interface and be visible on the scale camera and reviewable on the recording device;

PSLLC Response – This would be handled by properly placing a camera to focus on the scale indicator.

- View customer balance due at the scale house (preferably in real time);
  PSLLC Response – This is a standard feature within the proposed system.
- Automate input of photos of the vehicle;
  PSLLC Response – This is handled through our Video/Picture Module.
- Provide compatibility with the AUTHORITY's existing security camera system;
  PSLLC Response – This is a customization that PSLLC would be open to exploring with the Authority and to determine if the security camera system offers an integration. We have integrated with Vigil and Integrated Security Systems in the past.
- Provide separate outside LED display for customer viewing;
  PSLLC Response – We have provided similar solutions in the past for other customers is a standard feature within the proposed system.
- Scan and store documents with the transaction record.
  PSLLC Response – This is a standard feature within the proposed system.

6) Manage and Track the Flow of Materials: The SSMS must provide the capability to track and manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system. The following capabilities are important to the AUTHORITY:
   - Incorporate "direction" codes and record them with every transaction. The AUTHORITY codes each transaction as either inbound (I), outbound (O), transfer out (G) or transfer in (C). This enables the AUTHORITY to use one waste code for Garbage (GR), instead of multiple waste codes depending on which direction the material is going. The system should use logic or preset defaults to record some of this data. The ability to differentiate between incoming and outgoing loads is essential.
     PSLLC Response – We currently handle the inbound and outbound through direction and handle the transfer out and transfer in through a Transaction Type. We have other customers that are tracking material leaving one facility and received at another facility operating our system.
   - Incorporate "origination" and "destination" codes and record them with every transaction. Each of our sites has an identifying number, for example Central County Transfer Station is Site "06". Within some of those sites are multiple destinations, for example the Class 1 landfill serviced by the landfill scale house (Site 08) is designated Destination 81.
     PSLLC Response – This is a standard feature within the proposed system.
   - Restrict allowable waste types and origination/destination sectors by site is desired as a means to prevent data entry errors (the ability to turn off certain waste types by site).

PSLLC Response – This is a standard feature within the proposed system.

- Restrict allowable sector destinations by waste code and site is desired as a means to prevent data entry errors.
  PSLLC Response – This is a standard feature within the proposed system.

7) Transaction Types: The SSMS must handle Cash, Debit, or Credit Card (including swipe and chip cards), Check and Account transactions and be compatible with industry standard peripherals necessary to facilitate these transactions. The system must accommodate charges by weight (pound or ton), by yard, by "each", "minimum charges" ($2.00 minimum) and special surcharges (e.g. $10 unsecured load; $500 witness destruction; special handling).
   PSLLC Response – This is a standard feature within the proposed system. We offer a PCI Compliant solution with chip and swipe capabilities, check and account transactions, as well as cash, coupon and other methods of payment. We are able to charge by various units of measure including but not limited to per pound, ton, each, cubic yard, gallon, drum, etc. We can also add special fees to transactions such as unsecured load, witness destruction, special handling and many more.
8) Weigh Tickets: The SSMS must print customizable weigh tickets including but not limited to the following information and capabilities;
   PSLLC Response – The proposed system has numerous customizable ticket layouts that can be designed based on site, transaction type, hold file, and more. This is a standard feature within the proposed system.
   - Transaction date, weigh in, and weigh out times (24-hour clock);
     PSLLC Response – This is a standard feature within the proposed system.
   - Customer name and bill-to-account number;
     PSLLC Response – This is a standard feature within the proposed system.
   - Transaction information including transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee;
     PSLLC Response – This is a standard feature within the proposed system.
   - Comments from the Weighmaster such as "You Must Weigh Out".
     PSLLC Response – This is a standard feature within the proposed system.
   - Driver signature line or electronic driver signature;
     PSLLC Response – This is a standard feature within the proposed system. With the WeighPay Module or Signature Capture Module and a compatible printer, the signature will print on the ticket.

- Print configurable scale ticket containing all industry standard information;
  PSLLC Response – This is a standard feature within the proposed system.
- Default statement to print under the signature, e.g.; “Driver certifies that load is clean vegetation.”
  PSLLC Response – This is a standard feature within the proposed system.
- Print tickets on either preprinted forms or standard-sized paper;
  PSLLC Response – This is a standard feature within the proposed system.
- Store an electronic image of the scale ticket to eliminate the need to retain paper copies;
  PSLLC Response – This is a standard feature within the proposed system.
- Incorporate an electronic driver signature;
  PSLLC Response – This is a standard feature within the proposed system. With the WeighPay Module or Signature Capture Module and a compatible printer, the signature will print on the ticket.
- Print customizable messages on scale tickets.
  PSLLC Response – This is a standard feature within the proposed system. With the WeighPay Module or Signature Capture Module and a compatible printer, the signature will print on the ticket.
- Print multiple copies of scale tickets on demand at the scale house.
  PSLLC Response – This is a standard feature within the proposed system.
- Print multiple copies of scale tickets on demand at the Administration office.
  PSLLC Response – This is a standard feature within the proposed system.

9) Security Features: Maintaining security of the AUTHORITY’s data and assets is essential. The following capabilities should be included:
   - Weighmaster log on/log off password security;
     PSLLC Response – This is a standard feature within the proposed system.
   - Windows Active Directory integration for permission;
     PSLLC Response – The proposed system can use the customers Windows Active Directory Network Login ID to automatically login to the system.
   - Secure encryption of all monetary and financial transactions, including compliance with the Payment Card Industry Data Security Standard for credit card transactions;
     PSLLC Response – This is a standard feature within the WeighPay Module.
   - Scale monitoring to ensure that all vehicles have a completed transaction, for example by logging “roll-throughs”;
     PSLLC Response – This is a standard feature within the Scale Monitoring Module.

- Capture pictures of the truck and driver from various angles and store the photos with the transaction record is desired but not required.
  PSLLC Response – This is a standard feature within the Video/Picture Module.

10) Reporting Capabilities: The SSMS must provide robust reporting capabilities, including the ability to produce both standard and custom reports. As previously stated, compatibility with the IBM Cognos Business Intelligence is also desired, but not required, as it is the AUTHORITY's adopted data analysis and reporting tool. Specific capabilities include:
    PSLLC Response – The proposed system has a built-in adhoc report write and also has the ability to generate reports using Crystal Reports, RDL and will soon have SQL Server Reporting Service (SSRS) capabilities. We do not have IBM Cognos Business Intelligence integration, but would be open to discussing this with the Customer.
    - The scheduling, production and formatting of reports;
      PSLLC Response – This is a standard feature within the proposed system.
    - User-friendly, customizable reporting using standard desktop software or web-based tools;
      PSLLC Response – The proposed system has a built-in adhoc report write and also has the ability to generate reports using Crystal Reports, RDL and will soon have SQL Server Reporting Service (SSRS) capabilities.
    - The ability to export data to Microsoft Office programs.
      PSLLC Response – This is a standard feature within the proposed system.

11) UNATTENDED VEHICLE SCALE SYSTEM REPLACEMENT: The AUTHORITY desires the replacement of its existing UVSS systems with systems fully compatible with the PROPOSER's scale software management system and suitable for the environment in which they will operate. Unless otherwise indicated, the PROPOSER shall be required to install their devices on the AUTHORITY's existing foundations. The AUTHORITY shall be responsible for providing all essential cabling, power and necessary infrastructure improvements. The following are the principal requirements for the unattended devices to be provided by the PROPOSER:
    - Compatibility with the AUTHORITY's existing and proposed scale equipment and indicators;
      PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
    - Compatibility with the Proposed System;
      PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
    - Safely and conveniently accessible to the drivers;
      PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
    - Process transactions with no Weighmaster intervention;

PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.

- Manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Capture transaction information using radio frequency tags, remote optical scanners, keypads or other similar technology;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Handle tandem vehicles (tractor trailers) and capture both tractor and trailer identification;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Capture a minimum of 10 fields of data using customizable prompts to facilitate proper data input from the driver/Weighmaster using a keypad or other similar technology;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Provide ease of administration and the ability to add or change user-defined fields including labels associated with such fields;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Display a viewing screen that is visible in all levels of light from darkness to bright sunlight;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules. We have also included a swing away canopy in our pricing which would require a 4" aluminum pole for mounting.
- Function in a harsh environment which includes but is not limited to sun, wind, rain, lightning, heat, cold, dust, grease, grime, vehicle exhaust and repetitive use estimated at a minimum of 20,000 transactions per year per system.
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules. Our enclosures are proven in this environment and we can also add Air Conditioning units to handle the higher temperatures in Florida if necessary.
- Provide appropriate integrated traffic control devices including stoplight indicators and/or gates.
  PSLLC Response – This is a standard feature within the proposed system and the Unattended, Traffic Light and Traffic Gate Modules.
- Operate each UVSS (free-standing units) independently of other scales.
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.

- Signal the driver to pull onto the unattended weigh scale using a stop light indicator.
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and Traffic Light Modules.
- The potential to accept payment as a future enhancement is desired, but not required.
  PSLLC Response – PSLLC has recently started conversations with a company to accept credit card payments in an unattended environment.

The current unattended scale systems installed at the scale houses listed in EXHIBIT "C" are free-standing units. PROPOSERS should note that based upon the current design, when fully on the scale, a tractor trailer driver may not be able to open the door sufficiently to fully exit the vehicle at the scale house.
PSLLC Response – We have customers where we have placed the enclosures in a position that the drive does not have to exit the vehicle to interact with the UVSS.

12) Optional Recyclable Commodity Sales and Billing System to Replace CSI: The AUTHORITY seeks a Sales Order and integrated Billing solution to create documents such as sales orders, pick tickets, bills of lading, invoices and commodity customer statements. The proposed solution should be fully compatible with the proposed SSMS. The following are the principal requirements for the Sales Order solution to be provided by the PROPOSER:

i. Sales Order Process: The ability to categorize sales in three (3) ways.
   Long Term Contracts:
   - Generally 5 year term with renewals;
     PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
   - May have floor or ceiling prices;
     PSLLC Response – PSLLC believes our Rate Expressions maybe able to handle.
   - Price plus or price as percentage of industry price index known as "Yellow Sheet";
     PSLLC Response – Assuming this information is entered within the proposed system or Jobs Module.
   - May have retro pricing for loads picked up before price is published and may have loads picked up after end of month for previous pricing;
     PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

   Monthly spot markets:
   - Price effective date is set to the first of the month;
     PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

- No retro pricing, but load may not be picked up during the same month as pricing;
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

Ad Hoc Sales:

- Excess material that is sold for a price that is different than either the contract or spot price.
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

ii. The following information is needed to create a sales order:

- Expected Ship (Pickup) date;
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Buyer's release number (optional);
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Buyer's purchase order number (optional);
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Shipper's name;
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Destination mill name (commodity may be for export overseas);
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Price may or may not be known at the time the sales order is created. Pricing will be determined by commodity codes which are more specific than the tipping waste codes.
  PSLLC Response – As long as the commodity codes are stored within the proposed system.

13) RMPF Field Process: The Sales Order system should integrate to the SSMS. The system should include features to reduce manual data entry such as

i. Incoming transaction process to pick up a load:

- Automate input of tare weight from the scale using the SSMS to create a transaction ticket for the incoming load;
  PSLLC Response – This is a standard feature within the proposed system.
- Print a Pick ticket. The Pick ticket authorizes the RMPF operator to load the truck:
  a. Retrieve the above transaction ticket data from the proposed SSMS including the transaction number and associated tare weight, customer number and name and other pertinent data;
  PSLLC Response – This is a standard feature within the proposed system.

b. Ability for the Weighmaster to enter the Sales Order number and Release number to retrieve the associated Sales Order data;
PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

c. Ability for the Weighmaster to update the shipper or other AUTHORITY-specific information, if necessary;
PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

ii. Outgoing transaction process after picking up load:

- Ability for the RMPF or Weighmaster to update the Pick ticket with the Commodity loaded, Shipper's Truck and Trailer numbers, and number of bales, if any.
PSLLC Response – This is a standard feature within the proposed system.
- The ability for the Weighmaster to retrieve Pick ticket data associated with a load (Pick ticket number, Sales Order number, SSMS transaction ticket number, etc.) to create and print a Bill of Lading (BOL);
PSLLC Response – This is a standard feature within the proposed system.
- Print multiple copies of Bills of Lading;
PSLLC Response – This is a standard feature within the proposed system.
- Automate input of gross weight from the scale to update the initial incoming SSMS transaction ticket and retrieve data from the Pick ticket (Sales Order number, BOL number, etc.) for the Weighmaster to print the completed transaction ticket.
PSLLC Response – This is a standard feature within the proposed system.

iii. Billing Process:

- Create and print invoices daily for commodity sales transactions using data from the respective Bill of Lading (corresponding Sales Order number, Sales Order data, Customer Account number and Name, and BOL number), net weight from the SSMS transaction record and Customer Contract or Yellow Sheet pricing;
PSLLC Response – This is a standard feature within the proposed system and Accounts Receivable and Aging Module as long as all information is within the proposed system.
- Create and print a Pick ticket at the Administration office;
PSLLC Response – This is a standard feature within the proposed system.
- Create and print the BOL at the Administration office for an existing Pick ticket and its related SSMS transaction;
PSLLC Response – This is a standard feature within the proposed system.

- Generate monthly statements;
  PSLLC Response – This is a standard feature within the proposed system and the Accounts Receivable and Aging Module.
- Maintain separate customer account numbers from the SSMS waste transactions;
  PSLLC Response – This can be handled within the proposed system.
- Process customer payments;
  PSLLC Response – This is a standard feature within the proposed system.
- Provide other "vanilla" Accounts Receivable functions, including positive and negative adjustments, reference table maintenance including customer accounts, commodity codes and country codes.
  PSLLC Response – This is a standard feature within the proposed system and the Accounts Receivable and Aging Module.

C. Detailed Process Requirements: The following provides the envisioned detailed processes that the Proposed system should at a minimum be able to facilitate:
   1. Vehicle Weigh Scale Operation Process: It is envisioned that the attended transaction will take place as follows:
      a. The system should signal the driver to pull onto the scale using a stoplight indicator;
      b. The system should be able to take and store pictures of trucks from multiple angles including license plates; the pictures should be part of the transaction record. This is a desired enhancement.
      c. The system should be able to capture the stable gross weight or tare weight of the load without intervention from the Weighmaster.
      d. The system should be able to process trucks with a full/partial load or empty at the incoming and outgoing scales.
      e. The system should prompt the Weighmaster for, or otherwise acquire the truck decal and trailer decal (if applicable), validate the decals against the SSMS database, and display the associated customer name if valid, and an appropriate message if invalid. The system should allow the Weighmaster to change the customer number if they are hauling for some other customer. If an AUTHORITY truck pulls onto the scale, the system should prompt for the Driver ID. If the truck is not an AUTHORITY truck, the Driver ID prompt need not be displayed.
      f. The system should be capable of displaying prompts and messages in English and Spanish.
      g. The system should prompt the Weighmaster for the waste type, origin of the waste type, and destination of the waste type.
      h. Assuming all of the above is valid: If this is an incoming truck and it is full; the system determines if the disposal fee is based on the standard tipping fee or customer contract pricing. The system should

calculate the fee based on pounds; if the customer has a cash account with the AUTHORITY, the system should prompt for a deposit amount, if the customer is paying by check, the system should prompt for a check number, the system should be able to process debit/credit cards; if the customer has a charge account, there are no additional prompts and the customer can unload and exit the facility.

i. Upon successful completion of the transaction, the system prints a ticket displaying, at a minimum, customer number and name, a transaction number, transaction date and time, waste type, gross weight, tare weight and net weight. The system should be able to print a configurable number of copies of the ticket based on the site/terminal/waste type/customer. The system will provide an option to reprint the current transaction ticket in the event more than one copy of the ticket is required.
j. The system should read the scale continuously and capture weights greater than 1,000 pounds. If a truck drives over the scale without stopping, the system should record a “Roll-Through” and, at a minimum, the date, time, site and scale ID.
k. The system should have an auto-reset feature that resets the Weighmaster’s unit for the next truck when the scale goes to zero either at the end of a transaction or in the event a truck pulls off of the scale without completing a transaction.
l. Please note that the above detailed requirements need not necessarily occur in the order presented.

PSLLC Response – The above descriptions are pretty standard for other PSLLC customers with the exception that the WeighStation screen for the Weighmaster is currently only available in English. The unattended screen can prompt in Spanish or English.

It is envisioned that the unattended transaction will take place as follows:

a. The unattended device should be able to capture the AUTHORITY-issued truck decal using transponders or other similar technology and send the data to the SSMS which will validate the data and send the appropriate flags if the decal is valid.
b. Assuming all of the above is valid, the system should signal to the driver to pull onto the scale using a stoplight indicator.
c. The unattended device will prompt the driver for the preferred language, either English or Spanish.
d. If the truck is an AUTHORITY truck, the unattended device should prompt the driver to enter his/her Driver ID. If the truck is not an AUTHORITY truck, the Driver ID prompt need not be displayed.
e. The unattended device will prompt the driver to identify the waste type, sector of origin, and sector of destination. There shall be a programming interface that will convert the selected icon or button to the waste type identifiable by the SSMS. This data shall be passed

to the SSMS which will validate the data, pass it back to the unattended device and display it on the screen. The driver shall be provided the opportunity to confirm the data entered and, if desired, back up and re-enter the data.

f. The unattended device will capture the stable gross weight and pass it to the SSMS which will calculate the net weight and pass the gross weight, net weight and tare weight back to the unattended device and display these results on the screen.
g. For outgoing loads at the AUTHORITY's transfer stations, if the gross weight is over a specified limit, the system should display an error message and the transaction should be terminated.
h. The system will print a ticket including at a minimum the date, time, transaction number, waste type, site, gross weight, tare weight, and net weight. The system will provide an option to reprint the current transaction ticket in the event more than one copy of the ticket is required.
i. Upon successful completion of the transaction, the driver will be signaled to exit the scale using a stoplight indicator.
j. On all screens, the driver shall have the option to cancel/void the transaction. If the driver cancels the transaction, the system will pass the Driver ID, truck decal, associated decal (if any), gross weight and cancel flag to the SSMS. The SSMS will record the transaction as a Roll-Through transaction. The system will return to the start of the input session.
k. The system should have an auto-reset feature that resets the unattended unit for the next truck when the scale goes to zero, either at the end of a transaction or in the event that a truck pulls off of the scale without completing the transaction.
l. Please note that the above detailed requirements need not necessarily occur in the order presented. The above requirements assume that the unattended device will pass data to and retrieve data from the SSMS for verification of captured data and retrieval of stored data for transaction processing.

   PSLLC Response – PSLLC has processed UVSS transactions for other customers similar to this process. Typically, the vehicle is identified as it pulls onto the scale. The unattended screen can prompt in Spanish or English.

2. Accounts Receivable:
   a. The system must facilitate payment processing, including PCI compliance for credit/debit card transactions.

      PSLLC Response – This is a standard feature within the proposed system and the WeighPay Module.
   b. The system should facilitate Automated Customer Account Management (Cut-Off notifications, Alerts, Active/Inactive, etc.)

      PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.

c. Account Management functions shall include but may not be limited to the following:
   i) Print customizable monthly statements of account to include but not be limited to the Customer Name, Customer Contact, Remittance Address, Billing Address, Previous Balance, Finance Charges, detailed new Monthly Charges, Total Balance Due, Credits/Adjustments and a customizable message field;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module. We create statements based on each of our customers' requirements.
   ii) Print monthly statements for accounts with a balance amount that exceeds a threshold set by user;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module. We have customers that may only want a statement for customers without a $0 balance.
   iii) Balance Forward capabilities;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   iv) Track payment by reference number or date;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   v) Make adjustments by tonnage and/or dollar amount;
   PSLLC Response – This would typically be handled through transaction edit of it is required in the Accounts Receivable and Aging Module through a debit/credit.
   vi) Apply credit limits and/or require pre-payment balances (deposits) to customers;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   vii) Track tonnage and revenues for "no charge" accounts;
   PSLLC Response – We can handle tracking the tonnage for the "no charge" activity, however, if the transaction is "no charge" there would not be revenue activity.
d. The system should have the ability to track charges/credits not related to scale activity.
   PSLLC Response – We have customers that are tracking charges/credits that were not related to scale activity, but entered through WeighStation or a credit/debit memo.
e. The system should provide a clear audit trail from source documents like scale tickets to transactions posted in the database.
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.

f. The system should have the ability to set different fees for each waste type.
PSLLC Response – This is a standard feature within the proposed system.

g. Daily Cash Journal
   i) Accommodate partial payments; overpayments and both positive and negative adjustments;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   ii) Support Pre-pay or Installments;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   iii) Provide multiple ways to apply payments; by charge, by “oldest” open items, by specific invoice(s);
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   iv) Software should allow easy reprint, edit, void and audit functions for scale tickets.
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.

h. The system should have a robust reporting tool providing the following capabilities:
   i) Dynamic Reporting
   ii) Drill downs
   iii) Dashboards
   iv) Forecasts
   v) Modeling
   vi) Scenario Planning
   PSLLC Response – The items listed in ‘h’ above would be handled through various accounting reports and through our built-in report writer.

i. The system should have the following security features:
   i) Workflow approval processes are available to regulate reversal and refund procedures (e.g., voided transactions require supervisor approval and documentation).
   PSLLC Response – This is a standard feature within the proposed system and through our reversal/correction process.
   ii) Apply security settings at a group or user level.
   PSLLC Response – This is a standard feature within the proposed system.
   iii) Apply granular permissions such as only allowing a user to run reports.
   PSLLC Response – This is a standard feature within the proposed system.

iv) Report on user activities and/or changes to customer or other reference tables.
PSLLC Response – This is a standard feature within the proposed system.

4.4.3 Attended Lane (SSMS) Transaction Processing

PSLLC provides the following detailed description of how the Proposed system handles typical inbound transactions on an attended lane.

1. If gates or lights are used, the system will only direct the vehicle to pull on the scale when the scale is clear.
2. Once the vehicle is on the scale (assuming no RFID is used on the attended scale) the vehicle will pull up to the window to talk with the Weighmaster.
3. The Weighmaster will start the transaction with a unique truck number. Based on the configuration of that truck number, the system will default as much or as little information as configured.
4. When the Weighmaster presses enter the system will take move the focus (cursor) to the next required field.
5. The Weighmaster will enter the required information which could be one or all of the following fields, Bill Account, Transaction Type, Vehicle Type, Origin Type, Material Type, Destination Type, Payment Type or one of five (5) additional customizable fields.
6. The system will then take move the focus (cursor) to the Gross field and retrieve the weight directly from the indicator.
7. If no tare weight, the transaction will be placed into the hold file. If the Authority requires a deposit, prior to placing the transaction into the hold file, a prompt will display to capture the deposit.
8. On the way out of the facility if gates or lights are used, the system will only direct the vehicle to pull on the scale when the scale is clear.
9. Once the vehicle is on the scale (assuming no RFID is used on the attended scale) the vehicle will pull up to the window to talk with the Weighmaster.
10. The Weighmaster will retrieve the transaction from the hold file by simply entering the unique truck number or retrieving it from a list of all vehicles currently in the hold file.
11. The system will move the focus (cursor) to the Tare field and retrieve the weight directly from the indicator.
12. The system will have all information to Finish the transaction. If this is an account transaction, the transaction will complete and a ticket print (or be scheduled to be emailed). If this is a cash, check or credit card transaction, the Weighmaster will be presented with a confirmation window to collect the amount due. The cash drawer can be configured to only open on cash transactions. If check, the system will prompt for a check number and the check can be placed in the cash drawer through the check slot (if equipped). If credit card, the system will pass the amount due to the terminal. The terminal will be handed to the customer to insert or swipe

their card. Once approved, the customer will sign (if applicable) and the signature will be stored with the transaction and printed on the ticket. The transaction is complete.

4.4.4 Unattended Lane (UVSS) Transaction Processing

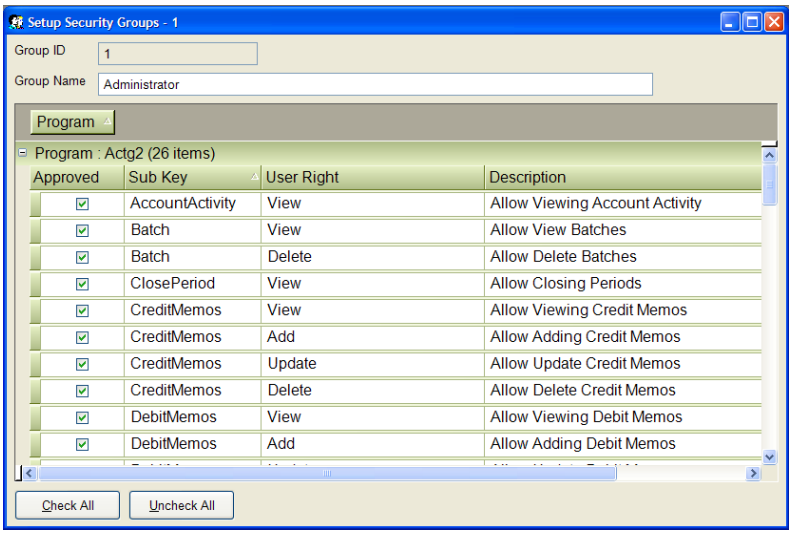
PSLLC provides the following detailed description of how the proposed system handles a typical transaction using one of its unattended devices.

1. If gates or lights are used, the system will only direct the vehicle to pull on the scale when the scale is clear.
2. Once the vehicle is on the scale and passes the RFID reader, the system will start the transaction based on the tag read.
3. Based on the configuration of that truck, the system will default as much or as little information as configured.
4. The system will then prompt for English or Spanish
5. The system will then ask any questions for information that was not defaulted for the truck.
6. The driver will answer questions on a keypad (or a touch screen computer depending on requested configuration). These questions could be one or all of the following fields, Origin Type, Material Type, Destination Type, or one of five (5) additional customizable fields which one could be Driver ID. Each field can be prompted with a confirmation question to ensure the selection was the correct one the driver meant to select.
7. Once all questions are answered, the system will retrieve the Gross weight directly from the indicator.
8. If no Tare weight, the transaction will be placed into the hold file. If a Tare weight exists, the transaction will complete and a ticket print (or be scheduled to be emailed).
9. If no Tare weight, on the way out of the facility if gates or lights are used, the system will only direct the vehicle to pull on the scale when the scale is clear.
10. Once the vehicle is on the scale and passes the RFID reader, the system will retrieve the transaction from the hold file.
11. The system will retrieve the Tare weight directly from the indicator.
12. The system will have all information to Finish the transaction. The transaction will complete and a ticket print (or be scheduled to be emailed).

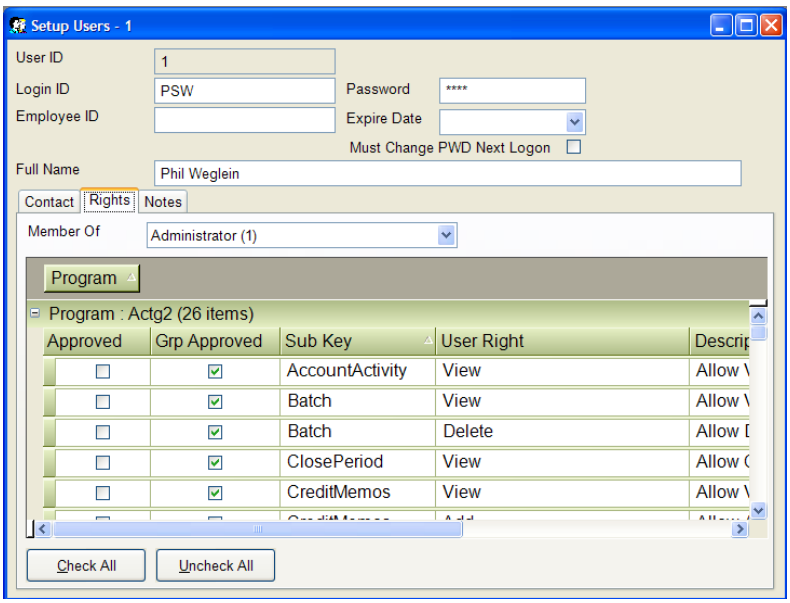
4.4.5 Accounts Receivable and Aging Module

PSLLC provides the following detailed description of the accounts receivable and billing functionality of the proposed system.

Security Options
Setup user Groups with approved rights



Add Users and assign to user Groups

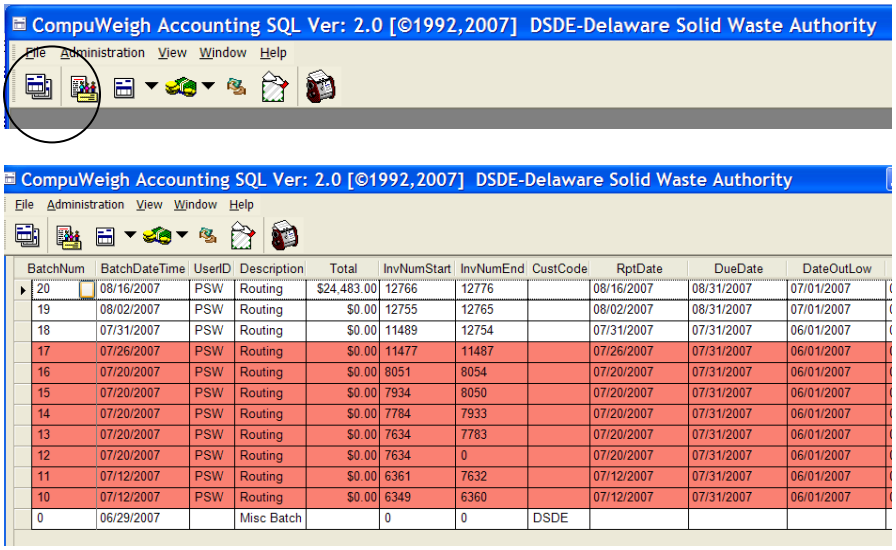


Accounts Receivable and Aging

PSLLC offers an Accounts Receivable & Aging Module to track the activity of the Customer's customer. As in CompuWeigh™ and WeighStation, this module is User ID and Password protected to allow only those individuals the rights they need to complete their level of responsibilities. At the designated billing date, an AR batch is created in the CompuWeigh™ Posting module. Each individual batch contains a group of invoices all posted for the same date range. An auto-generated batch number is assigned each time a batch of invoices is processed.

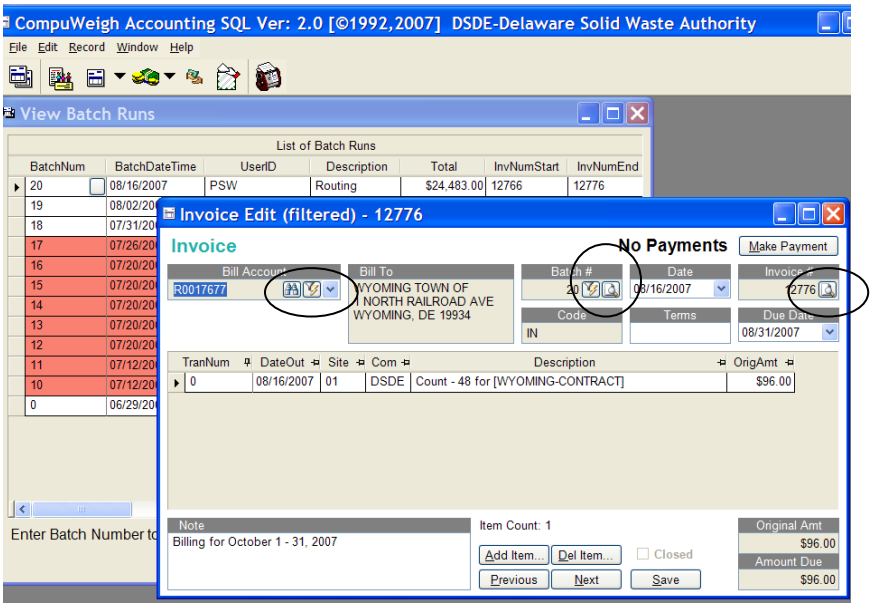
AR Batch – View and Edit

To open a batch, select the View Batches Icon.

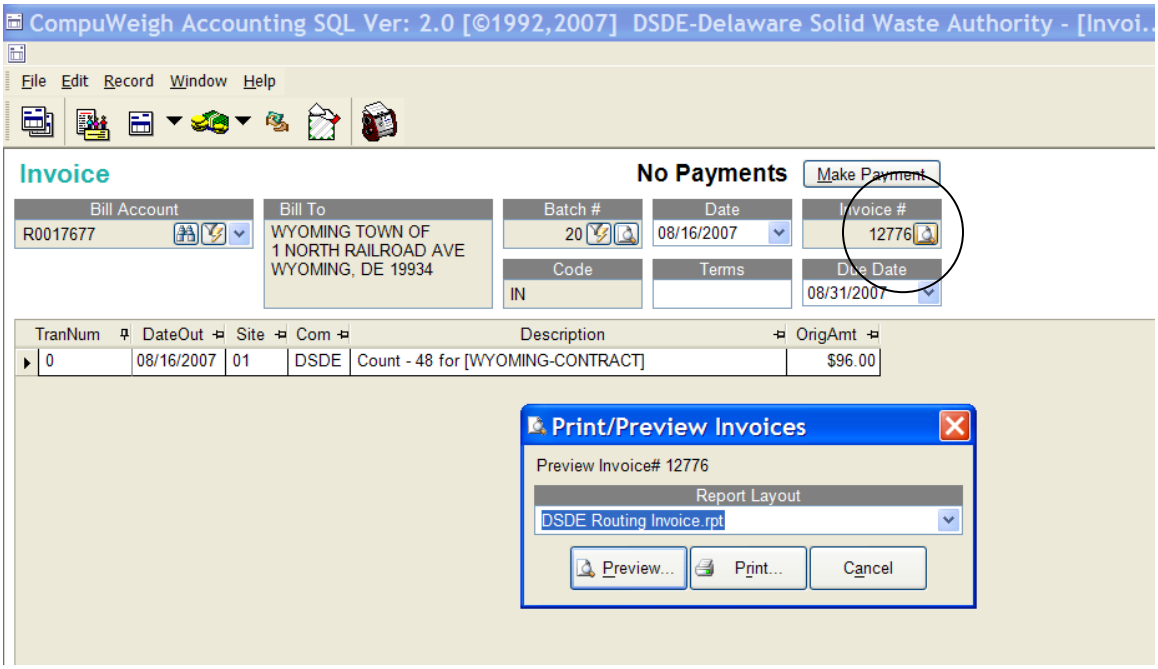


BatchNum	BatchDateTime	UserID	Description	Total	InvNumStart	InvNumEnd	CustCode	RptDate	DueDate	DateOutLow
20	08/16/2007	PSW	Routing	$24,483.00	12766	12776		08/16/2007	08/31/2007	07/01/2007
19	08/02/2007	PSW	Routing	$0.00	12755	12765		08/02/2007	08/31/2007	07/01/2007
18	07/31/2007	PSW	Routing	$0.00	11489	12754		07/31/2007	07/31/2007	06/01/2007
17	07/26/2007	PSW	Routing	$0.00	11477	11487		07/26/2007	07/31/2007	06/01/2007
16	07/20/2007	PSW	Routing	$0.00	8051	8054		07/20/2007	07/31/2007	06/01/2007
15	07/20/2007	PSW	Routing	$0.00	7934	8050		07/20/2007	07/31/2007	06/01/2007
14	07/20/2007	PSW	Routing	$0.00	7784	7933		07/20/2007	07/31/2007	06/01/2007
13	07/20/2007	PSW	Routing	$0.00	7634	7783		07/20/2007	07/31/2007	06/01/2007
12	07/20/2007	PSW	Routing	$0.00	7634	0		07/20/2007	07/31/2007	06/01/2007
11	07/12/2007	PSW	Routing	$0.00	6361	7632		07/12/2007	07/31/2007	06/01/2007
10	07/12/2007	PSW	Routing	$0.00	6349	6360		07/12/2007	07/31/2007	06/01/2007
0	06/29/2007		Misc Batch		0	0	DSDE			

In addition to the columns displayed on the screen, there are additional "informational or identifying" columns that can be viewed by scrolling through the window.



On the Invoice Edit screen, the icons within certain fields will launch other system functions, i.e. the icon next to the Invoice Number will allow a user to print that invoice.

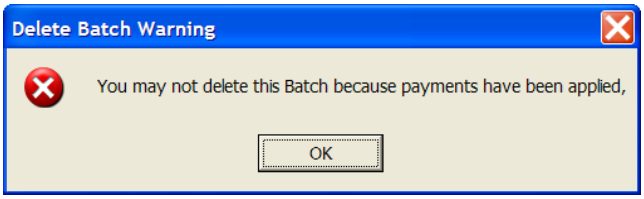


Delete a Batch

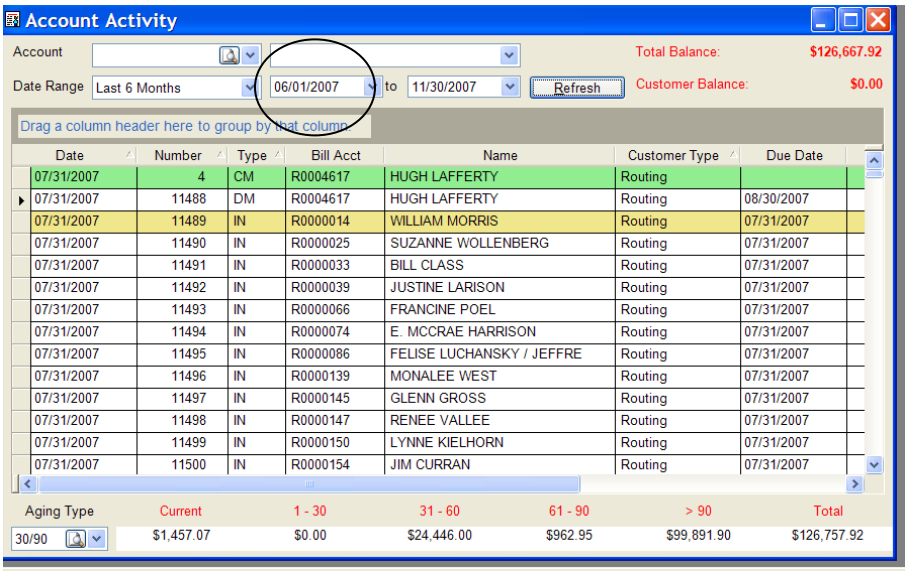
All batch history is stored on this screen. Deleted batches remain on the screen in red for an audit trail, while all active batches are displayed in white. Batches can only be deleted, if no payments have been applied to the invoices that make up that batch. Deleting a batch is very simple, enter the batch number to be deleted, and select the "Delete Batch" button.



If payments have been applied to the batch an error message will display with the following message.



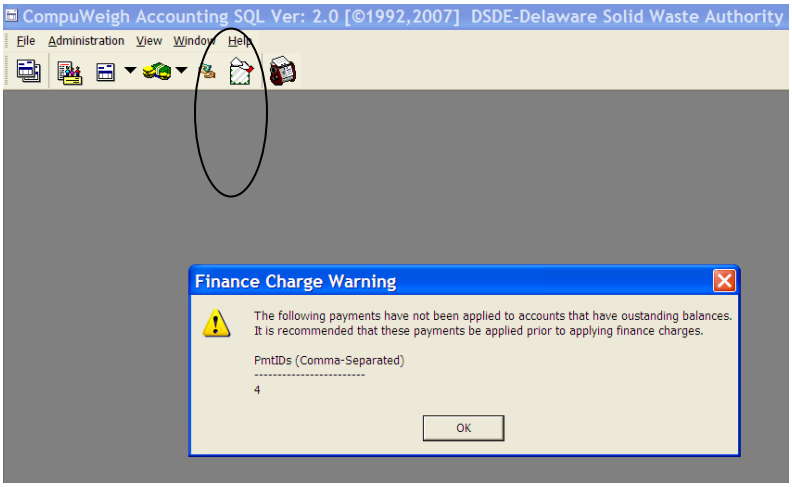
The account activity screen lists all the activity for every account. It can display the overall activity on the accounts as a whole, or for an individual account. It shows every invoice and payment made to that account for the time period selected. It shows an account balance as well as an account summary at the bottom of the screen.



Balances can be isolated for individual accounts by either selecting the desired account from the drop-down box in the upper left-hand corner of the screen, or by clicking on the desired account on the grid and clicking **Refresh**.

Finance Charges

Finance Charges can easily be assessed within this system launching the FC icon. If the below screen appears, it notifies the user that there is an incomplete process when posting payments and that the payment must be applied to an open invoice to continue. At the time of installation, the payment terms will be defined and set up in the system to calculate at the correct finance charge rate.



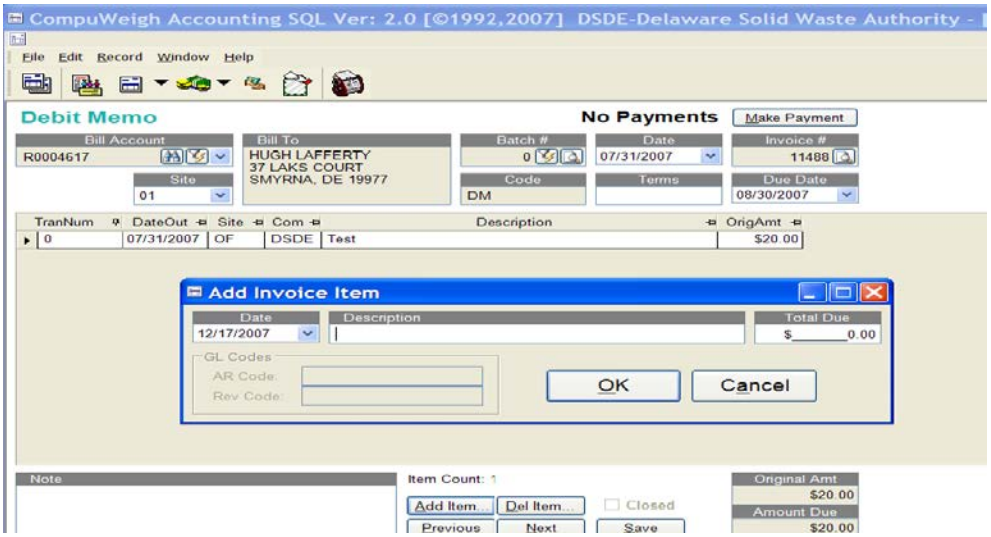
After completing the process and re-launching the Assess Finance Charges feature, the following screen will be displayed.



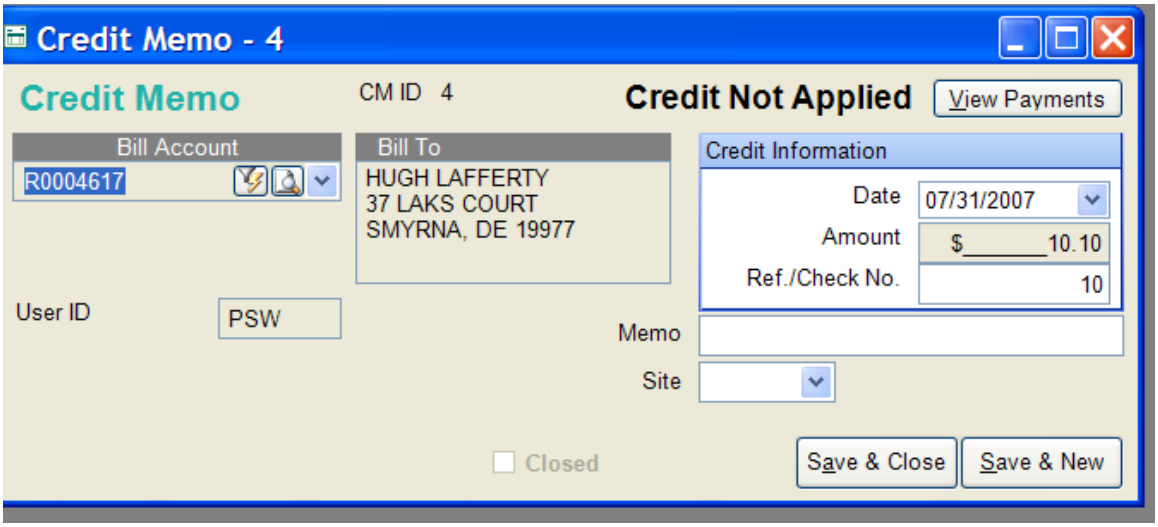
At this time, management has the discretion to determine which customers will be charged the displayed finance charge amounts. Simply un-checking the box will remove the customer from the finance charge process. The + sign at the beginning of the line, indicates there is information hidden. In this case, it would be the open invoices in which the finance charge calculations are being processed against.

Credit and Debit Memos (Adjustments)

The debit memo feature can be used to establish a beginning AR balance and any other situation where the account needs to be assigned additional charges. The debit memo screen is fairly plain which allows for the end user to define the invoice to includes as much information needed to assist the customer in understanding the charge on their account.

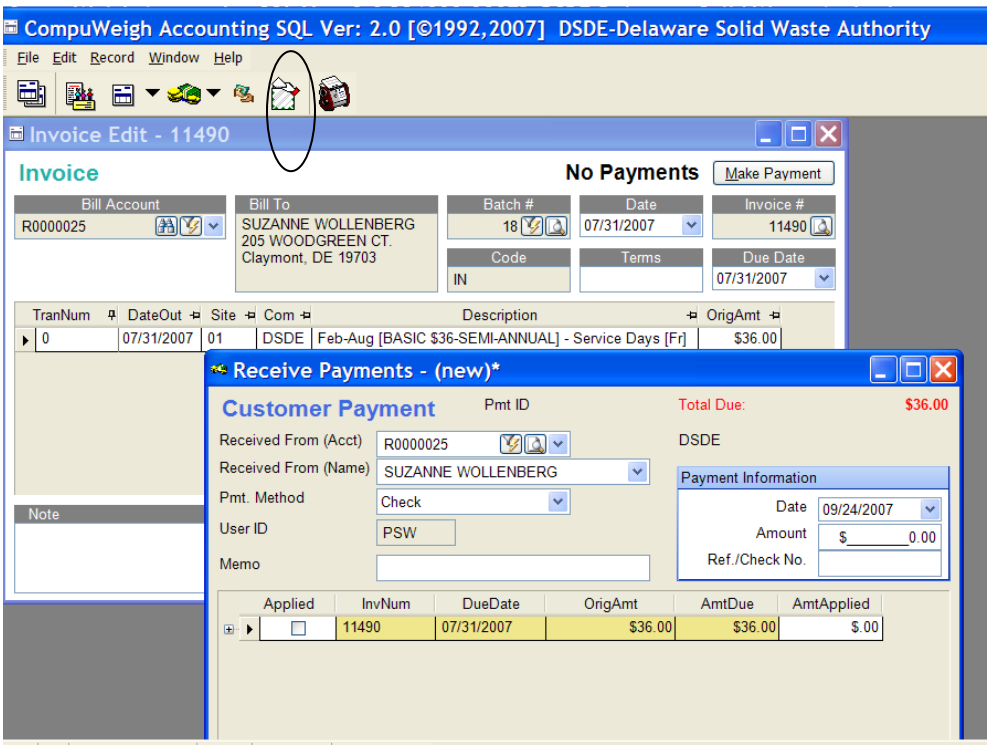


The credit memo feature is used to remove a charge or make a payment type adjustment. Also, within this screen the end user can immediately apply the Credit Memo to an invoice without having to launch another window.



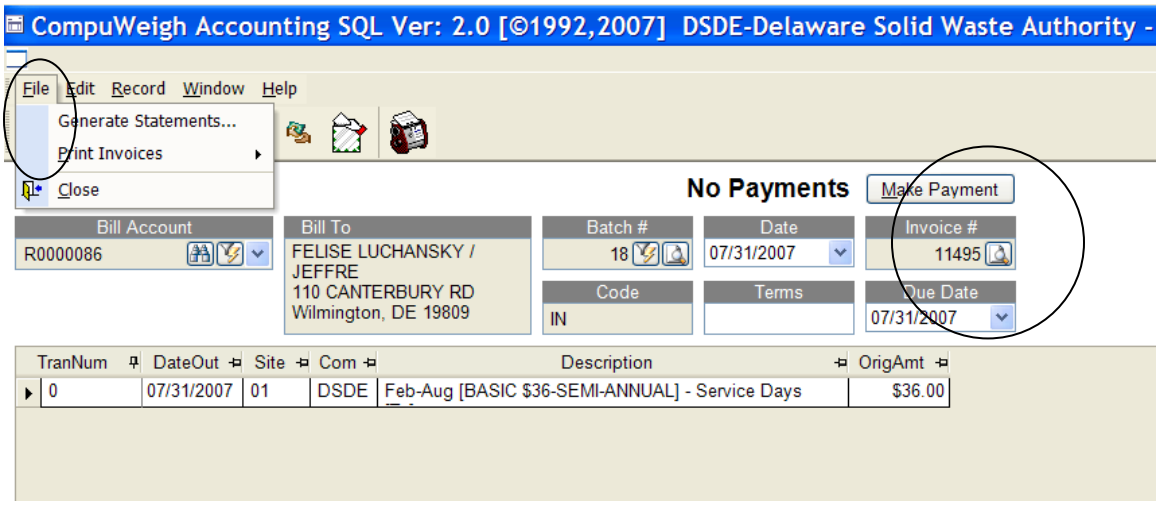
Payments

Payments are applied on a balance forward basis or on a per invoice basis.



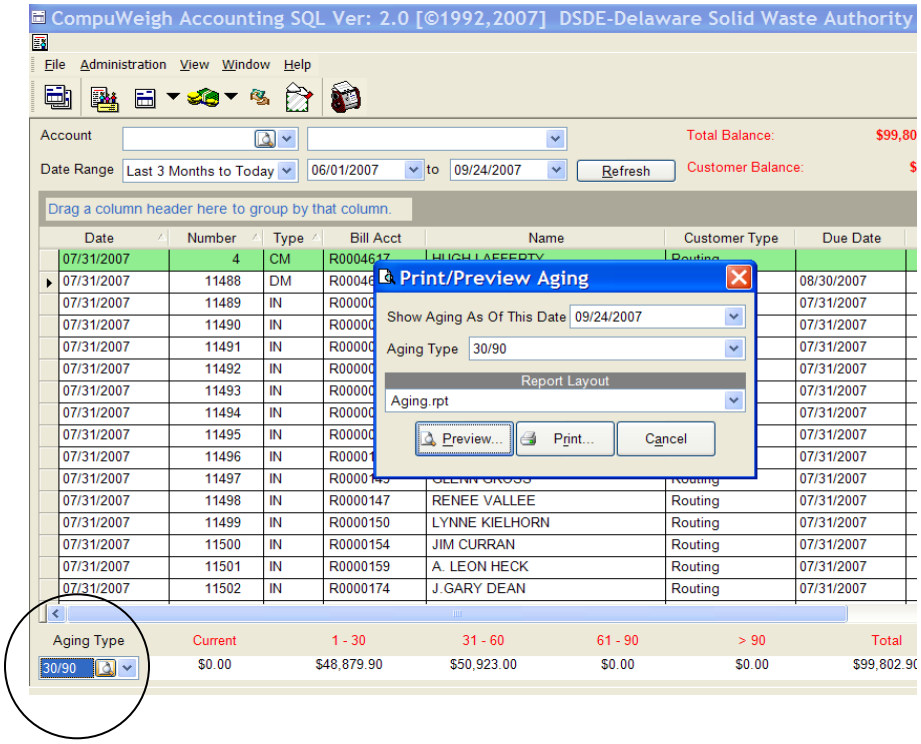
Reports

Within View Batches there are several ways to print an invoice or statement for the customer.



Aging Reports

On the accounting grid, the information that makes up the aging is found in the lower left corner of the window.



Accounting Reports

The following set of sample Accounting reports are provided for your review based on the requirements of the RFP. Again, these are 'sample' reports based on other customer's requirements. We have included some reporting time in our pricing to assist in the creation of these reports. Upon award, the Customer can provide PSLLC with the exact reports and PSLLC can provide a not to exceed number for the creation of those reports.

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Aging Summary Report

Seattle Public Utilities

Aging Report

Printed On: 03/26/2010
Aging As Of: 03/26/2010

	Current	1 - 30	31 - 60	61 - 90	> 90	Total
000016 - BURKHALTER WRECKING	0.00	0.00	250.31	0.00	0.00	250.31
000033 - SOUTHLAND WASTE SYSTEMS	266,469.19	912.70	258,436.86	0.00	0.00	525,818.75
000054 - GOODWILL INDUSTRIES	6,352.74	0.00	0.00	0.00	0.00	6,352.74
000062 - REFUSE SERVICES, INC.	148,118.09	111.71	145,604.81	0.00	0.00	293,834.61
000093 - REAVES ROOFING CO	107.83	0.00	141.88	0.00	0.00	249.71
000149 - JAX POLLUTION CONTROL	54.53	0.00	0.00	0.00	0.00	54.53
000151 - MOVSOVITZ & SONS DBA FRESH	627.71	0.00	567.03	0.00	0.00	1,194.74
000231 - PARKS & RECREATION	1,569.36	0.00	1,100.17	0.00	0.00	2,669.53
000240 - STREETS & DRAINAGE/PUBLIC W	11,057.97	0.00	2,014.04	0.00	0.00	13,072.01
000255 - ATLANTIC BEACH	0.00	-12,412.18	12,412.18	0.00	0.00	0.00
000279 - SALVATION ARMY	43.01	0.00	0.00	0.00	0.00	43.01
000303 - SOLID WASTE DISPOSAL DIV	1,616.67	0.00	690.03	0.00	0.00	2,306.70
000321 - CARR-TECH INDUSTRIES	0.00	0.00	23.30	0.00	0.00	23.30
000356 - SHAPELLS	6,538.17	0.00	6,010.91	25,727.81	0.00	38,276.89
000358 - ANIMAL CONTROL	388.28	0.00	0.00	0.00	0.00	388.28
000368 - REALCO RECYCLING COMPANY	390.40	0.00	668.50	0.00	0.00	1,058.90
000382 - MCCURDY-WALDEN, INC.	0.00	0.00	39.43	0.00	0.00	39.43
000400 - ADVANCED DISPOSAL SERVICE/I	0.00	-229.41	0.00	0.00	0.00	-229.41
000435 - SOUTHLAND JAX BCH/COMMERC	0.00	357.85	0.00	0.00	0.00	357.85
000439 - ADS/ATLANTIC BEACH	0.00	-766.68	0.00	0.00	0.00	-766.68
000610 - J. B. COXWELL CONTRACTING, II	209.99	0.00	42.71	0.00	0.00	252.70
003423 - K.C. PETROLEUM INC.	66.91	0.00	0.00	0.00	0.00	66.91
003543 - C. A. P. CONTRACTING, INC	87.52	0.00	0.00	0.00	0.00	87.52
004301 - BEST-TEC ASBESTOS ABATEMEI	129.93	0.00	0.00	1,811.62	0.00	1,941.55
004745 - J&D MAINTENANCE AND SERVIC	338.69	0.00	404.88	0.00	0.00	743.57
004872 - REPUBLIC SERVICES OF FLORID	24,890.87	0.00	23,055.50	0.00	0.00	47,946.37
005144 - WASTE WATCHERS OF JACKSON	1,841.48	0.00	2,389.10	4,159.46	0.00	8,390.04
005153 - ADVANCED DISPOSAL SERVICES	400,618.57	590.87	401,785.48	439,542.80	0.00	1,242,537.72
005195 - ARWOODS, INC.	16,513.16	41.22	15,617.38	0.00	0.00	32,171.76
005746 - WASTE PRO OF FLORIDA, INC.	59,748.28	-914.02	61,599.93	0.00	0.00	120,434.19
006486 - SUNSHINE RECYCLING, INC.	8,841.12	-111.71	8,670.01	0.00	0.00	17,399.42
006507 - ARROWHEAD MAINTENANCE, INC	0.00	0.00	0.00	0.00	15,683.48	15,683.48
006593 - AMASON'S PORTABLE TOILETS&	2,483.89	0.00	2,332.23	0.00	0.00	4,816.12
008075 - ROSS & LOGAN INDUSTRIES, INC	134.42	-250.31	250.31	390.40	0.00	524.82
009666 - ADKINS ELECTRIC, INC	31.06	0.00	0.00	0.00	0.00	31.06
012001 - STRATEGIC MATERIALS INC	578.28	0.00	510.78	0.00	0.00	1,089.06
012761 - SOUTHLAND WASTE SYSTEMS/ F	8,159.84	0.00	8,283.04	0.00	0.00	16,442.88
012925 - THOMPSON ELECTRIC, INC	31.36	0.00	0.00	0.00	0.00	31.36
013497 - BLADE BUSTER LLC	62.43	0.00	53.17	0.00	0.00	115.60

Payment Report



REGION 2000 SERVICES AUTHORITY

Payment List

Print Date: 3/26/2010
Print Time: 9:42:29AM
Criteria:

R0000025

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
34	3/26/10	R0000025	$72.00	12345	Check	
	Account Total		**$72.00**			

R0000033

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
35	3/26/10	R0000033	$36.00	546342	Check	
	Account Total		**$36.00**			

Grand Total **$108.00**

Payment By Revenue Account Report

Miami County Sanitary Department

Revenue Listing

Print Date: 3/26/2010
Print Time: 12:10:32PM
Criteria: [Account] Between '0' and 'ZZZZ

Payment Date	Revenue Acct	Revenue Acct Description	Amount
02/12/2009	437.3476	POLITICAL TRANSFER STATION	$500.00
02/24/2009	437.3476	POLITICAL TRANSFER STATION	$1,195.00
03/16/2009	437.3476	POLITICAL TRANSFER STATION	$8,788.97
03/25/2009	437.3476	POLITICAL TRANSFER STATION	$10.00
		Sub Total (437.3476)	**$10,493.97**
02/12/2009	437.3495	TRANSFER STATION REVENUE	$2,400.00
02/18/2009	437.3495	TRANSFER STATION REVENUE	$2,616.35
03/16/2009	437.3495	TRANSFER STATION REVENUE	$1,883.96
03/26/2009	437.3495	TRANSFER STATION REVENUE	$0.59
06/16/2009	437.3495	TRANSFER STATION REVENUE	$4,256.32
08/04/2009	437.3495	TRANSFER STATION REVENUE	$117,534.92
08/31/2009	437.3495	TRANSFER STATION REVENUE	$187.01
10/26/2009	437.3495	TRANSFER STATION REVENUE	$6,000.00
		Sub Total (437.3495)	**$134,879.15**
02/18/2009	437.3495.001	OEPA TIPPING FEE	$383.65
03/16/2009	437.3495.001	OEPA TIPPING FEE	$330.56
06/16/2009	437.3495.001	OEPA TIPPING FEE	$777.41
08/04/2009	437.3495.001	OEPA TIPPING FEE	$1,126.96
08/31/2009	437.3495.001	OEPA TIPPING FEE	$23.00
		Sub Total (437.3495.001)	**$2,641.58**
		Grand Total	**$148,014.70**

Account Activity Report



Solid Waste Management Services

Account Activity

3/26/10

Date	Number	Type	Bill Account	Name	Due Date	Orig Amt	Amt Paid	Amt Due	Days Past Due
12/31/09	133	IN	000016	Barlow Wrecking	1/15/10	$156.82	$156.82		
1/31/10	196	IN	000016	Barlow Wrecking	2/15/10	$250.31		$250.31	39
2/17/10	122	PMT	000016	Barlow Wrecking			$163.99		
2/25/10	199	PMT	000016	Barlow Wrecking			$156.82		
					Totals ===>	$407.13	$320.81	$250.31	

Type	Current	1 - 30	31 - 60	61 - 90	> 90	Total
30/90	$0.00	$0.00	$250.31	$0.00	$0.00	$250.31

Statements

Jacksonville
Where Florida Begins.

INVOICE

CITY OF JACKSONVILLE, FLORIDA

GENERAL ACCOUNTING DIVISION

INVOICE NUMBER:ARDO10000171

BILL TO
SOLID WASTE DISPOSAL DIV
PWSW441DO 04306
SOLID WASTE & RESOURCE MGT.
JAX, FL 32202

INVOICE NUMBER	ARDO10000171
REFERENCE NUMBER	274
CLOSING DATE	02/28/2010
CUSTOMER NUMBER	ARI000301 02
AMOUNT ENCLOSED	

REQUESTS FOR TICKET CORRECTIONS MUST BE SUBMITTED WITHIN 30 DAYS OF INVOICE DATE

TAX COLLECTOR'S USE ONLY:
SOLID WASTE DISPOSAL
20100228

RETURN THIS PORTION OF INVOICE WITH PAYMENT
FOLD ON THE LINE BELOW

Ticket / Check #	Type	Date	Description	Weight in Pounds	Amount
34289	IN	02/02/2010	7-Special Waste [7.23 TN]	14,460	$296.43
35475	IN	02/05/2010	4-Commercial Waste City Agencies [8.69 TN]	17,380	$259.57
35871	IN	02/08/2010	7-Special Waste [7.25 TN]	14,500	$297.25
35917	IN	02/08/2010	7-Special Waste [4.49 TN]	8,973	$183.95
36250	IN	02/09/2010	7-Special Waste [1.48 TN]	2,967	$60.82
37391	IN	02/12/2010	7-Special Waste [6.28 TN]	12,560	$257.48
41408	IN	02/26/2010	7-Special Waste [6.37 TN]	12,740	$261.17
				83,580	**$1,616.67**

CREDIT
GENERAL LEDGER ACCOUNT:
115000 115231

PLEASE PAY THIS AMOUNT **$1,616.67**

REMITTANCE ADDRESS:

TAX COLLECTOR
231 E. FORSYTH ST. ROOM 141
JACKSONVILLE, FLORIDA 32202

FOR INFORMATION REGARDING THIS INVOICE CALL 904.387.8837

MIAMI-DADE COUNTY

2525 NW 62nd Street
Miami, Florida 33147

Department of Solid Waste Management

Invoice

Billing Address		
LOPEZ FRAXEDAS CORP 2601 S.W. 69th Court Miami, FL 33155	Account #	202
	Date	11/10/2008
	Invoice #	1538
	Due Date	Due Upon Receipt

Current Invoice Due	Total Amount Due
2,493.00	**5,953.00**

Account Summary	
Previous Balance	3,460.00
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	2,493.00
Total Amount Due	**5,953.00**
Total Past Due Amount	3,460.00

If full payment of the invoiced amount is not received within 30 days of invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law. For billing inquires please call, (305) 514-6743

Current	1 - 30	31 - 60	61 - 90	> 90	Total
2,493.00	0.00	0.00	2,191.00	1,269.00	5,953.00

MIAMI-DADE COUNTY

Payment Coupon

Please detach and enclose this protion with your payment - do not send cash.

		Account #
		202
	Date	Invoice #
	10/15/2006	1538
Due Date	Total	Amount Paid
Upon Receipt	5,953.00	

LOPEZ FRAXEDAS CORP
2601 S.W. 69th Court
Miami, FL 33155

Please make check payable to:

Miami Dade County Solid Waste Management
Attn: Accounting Division
2525 NW 62nd Street
Miami, Florida 33147

Page: 1

Miami County Sanitary Department
Transfer Station
2200 N. County Rd. 25-A
Troy, Ohio 45373
(937) 440-3488

Date: 03/26/2010
Page: 1

STATEMENT

For Dates 1/1/2007 to 1/31/2007

Customer ID: 004

Due Date: Please Pay By The 21st of March

MIAMI CTY ANIMAL SHELTER
201 W MAIN ST
TROY, OH 45373-

Previous Balance:	$194.75
Current Charges:	$267.60
Payments:	$0.00
Adjustments:	$0.00
Current Balance:	$462.35

Make Checks Payable To: Miami County Transfer Station
To Insure Proper Credit, Please Include Account Number On Your Check

Date	Receipt #	Description	Tonnage	Amount
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/31/2007	547180	Ohio EPA Fee	.00	$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
01/31/2007	547180	Extra Fee 1	.00	$2.28
01/31/2007	547180	Extra Fee 1	.00	$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
		Current Invoice	4.89	$267.60
		If Paid By The 15th		$454.53
		If Paid By The 21st		$462.35

A 1.5% Service Charge Will Be Added Monthly To All Accounts After 21st Of The Month

Credit Memo List



Credit Memo List

Print Date: 3/26/2010
Print Time: 12:17:28PM
Criteria: [Account] Between '0' and 'ZZZZZZZZ

000439 BARLOW WRECKING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
18	2/5/10	000439	$412.91		Credit Memo	credit re 23239 bill to 5153 advanced
19	2/5/10	000439	$353.77		Credit Memo	credit re 21703 bill to 5153 advanced
	Account Total		**$766.68**			

000400 WEGLEIN DISPOSAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
20	2/5/10	000400	$229.41		Credit Memo	credit re 17197 400 ad. res bill 5153
	Account Total		**$229.41**			

005153 HIRSCH LANDSCAPING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
3	1/26/10	005153	$228.80		Credit Memo	re 18665 belongs to acct. 33
4	1/26/10	005153	$41.22		Credit Memo	credit re 20930 bill to 5195 arwoods
5	1/26/10	005153	$139.79		Credit Memo	credit re 19196 bill to 33 southland
6	1/26/10	005153	$65.71		Credit Memo	credit re 22425 bill to 33 southland
17	1/28/10	005153	$162.49		Credit Memo	credit re 21488 bill to 33 southland
173	2/19/10	005153	$531.09		Credit Memo	credit re 26053 1/1/10
174	2/19/10	005153	$43.91		Credit Memo	credit re 27053 1/6/10
175	2/19/10	005153	$219.54		Credit Memo	credit re 27203 1/6/10
176	2/19/10	005153	$191.17		Credit Memo	credit re 27123 1/6/10
	Account Total		**$1,623.72**			

006593 HOLMES WASTE REMOVAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
200	2/26/10	006593	$27.00		Credit Memo	credit re 99416 10/31/2009 per Fred apprc
	Account Total		**$27.00**			

008075 CARMEN CONSTRUCTION

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
21	1/31/10	008075	$250.31		Credit Memo	credit re 21983 $1.79 on credit next invoic
	Account Total		**$250.31**			

000435 DOWNEY DISPOSAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
10	2/5/10	000435	$153.23		Credit Memo	credit re 17743 bill to 33 southland
	Account Total		**$153.23**			

000033 FIEDLER WASTE HAULING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
1	1/26/10	000033	$130.23		Credit Memo	re 18695
8	1/26/10	000033	$132.62		Credit Memo	credit re 21034 bill to 435 sws bch
9	1/26/10	000033	$159.51		Credit Memo	credit re 21667 bill to 435 sws bch
11	1/26/10	000033	$218.95		Credit Memo	credit re 17888 bill to 435 sws bch

Page #: 1

Debit Memo List



Debit Memo Listing

Print Date: 3/26/2010
Print Time: 12:18:51PM
Criteria:

005153 HIRSCH LANDSCAPING

ID	Date	Description	Amount
180	1/26/10	re credit from 18695	$130.23
190	1/26/10	debit re 18977	$181.72
192	1/29/10	debit re 23239	$412.91
193	1/29/10	debit acct. 5153	$353.77
194	1/29/10	debit 5153	$232.28
251	2/10/10	Debit RE:29915	$197.74
252	2/10/10	debit re 27824	$358.14
259	2/19/10	debit re 27824 1/8/10 wgt diff.	$347.80
		Totals For Acct: 005153	**$2,214.59**

005195 TWIGG TREE REMOVAL

ID	Date	Description	Amount
182	1/26/10	debit re 20930	$41.22
		Totals For Acct: 005195	**$41.22**

017776 JOHNSON JUNK REMOVAL

ID	Date	Description	Amount
250	1/31/10	debit re 21983	$252.10
		Totals For Acct: 017776	**$252.10**

000062 HANSON REMOVAL

ID	Date	Description	Amount
257	2/19/10	debit re 27748 1/8/10	$111.71
		Totals For Acct: 000062	**$111.71**

000435 DOWNEY DISPOSAL

ID	Date	Description	Amount
186	2/5/10	debit re 21034	$132.62
187	2/5/10	debit re 21667	$159.51
189	2/5/10	debit re 17888	$218.95
		Totals For Acct: 000435	**$511.08**

000033 FIEDLER WASTE HAULING

ID	Date	Description	Amount
253	2/19/10	debit re 26053 1/1/10	$531.09
254	2/19/10	debit re 27053 1/6/10	$43.91
255	2/19/10	debit re 27203 1/6/10	$219.54
256	2/19/10	debit re 27123 1/6/10	$191.17
183	1/26/10	debit re 19196	$139.79
184	1/26/10	debit re 22425	$65.71
188	1/26/10	debit re 17743	$153.23
191	1/28/10	debit re 21488	$162.49
181	1/26/10	debit for re 18665	$228.80
		Totals For Acct: 000033	**$1,735.73**

Debit Memo Grand Total: $4,866.43

Page: 1

Last Page of Account Balance Report

3/26/10 Fri
Ver 5.0.2067

Seattle Public Utilities

12:09 pm
Page 14

Actg Balance Report

File: SEWATRAN - DATASERVER\SQL2005
[ActgBalance] > 0

Account	Company	Deposit	DepositDate	ActgBalance	ActgBalanceDate
T43996	AMICO, TRACI SUSAN	$0.00		$18.00	06/30/09
T43997	JOSEPH, GARCIA	$0.00		$118.80	06/30/09
T43999	MARASSI, NICHOLAS P	$0.00		$75.60	06/30/09
T44000	MANOR, BARNETT LEWIS	$0.00		$29.70	06/30/09
T44001	SOECKE, MATTHEW TARAS	$0.00		$103.95	06/30/09
T44003	MECHANICAL ANIMALS	$0.00		$29.70	06/30/09
T44004	MARTIN, KARYN ELAINE	$0.00		$52.65	06/30/09
T80803	FONUA, TIVI			$171.87	06/30/09
T80867	ARTEAGA, ERIK			$184.22	06/30/09
T80884	SAVAGE, JOHN*COL2005			$179.07	06/30/09
T80888	ALDERSON, CHRISTOPHER*COL2005			$141.06	06/30/09
T81095	SIGURDSON, KIRK			$306.36	06/30/09
T81205	BELOV, VALENTIN Y			$0.15	06/30/09
T81212	DELTA TECHNOLOGY CORPORATION			$15.00	06/30/09
T81213	BARRIER CONSTRUCTION			$81.17	06/30/09
T81220	UNKNOWN			$25.00	06/30/09
T81221	VERTIEX HOMES			$25.76	06/30/09
T81226	LE, TRUNG VAN			$15.00	06/30/09
T81233	DEGRAZIA, CHRIS			$15.30	06/30/09
T81236	CRUZ, RAUL	$0.00		$25.50	06/30/09
T81237	UNKNOWN	$0.00		$27.27	06/30/09
T81240	UNKNOWN	$0.00		$310.00	06/30/09
T81241	OVERA-SANTOS, ERASMO	$0.00		$18.18	06/30/09
T81242	UNKNOWN	$0.00		$8.00	06/30/09
T81243	LOHMAN FIGUEROA, FRENANDO	$0.00		$27.27	06/30/09
T81244	DICTADO, FRANCISCO	$0.00		$18.00	06/30/09
T81245	JEZERINIAC, SHOWN E	$0.00		$27.27	06/30/09
T81246	GRUNFELD, IAN	$0.00		$27.27	06/30/09
T81247	IFOPO, ILE	$0.00		$27.27	06/30/09
T81248	WALKER, RYAN E	$0.00		$39.39	06/30/09
T81249	JEFFERSON, TERRY L	$0.00		$18.00	06/30/09
T81250	MICHOLS, LISA B	$0.00		$27.00	06/30/09
T81251	IRONS, CONNIE ALICE	$0.00		$18.00	06/30/09
T81252	UNKNOWN	$0.00		$27.00	06/30/09
T81254	PODNAR, BRET	$0.00		$27.00	06/30/09

Records Read-> 775 of 775

Available reports include: AR Summary, AR Statement, AR Invoice, AR Invoice/Statement, AR Payment Posted, AR Finance Charges Assessed, Debit/Credit Memo Listing.

The report descriptions are as follows:

- **AR Summary** – Lists each account's current outstanding balance, broken down between "Current", "1 to 30", "31 to 60", "61 to 90", "> 90" and "Total". The aging window can be defined based on the customer's billing terms.
- **AR Statement** – Displays an account's previous balance, followed by in chronological order, a list of all account activity, including adjustments, payments and invoices, showing balance due as of the printing of the statement
- **AR Invoice** – Displays the detailed information on individual transactions that make up an invoice.
- **AR Invoice/Statement** – Prints the Invoices and Statements collated by account.
- **AR Payments Posted** – Displays payments that have been posted to accounts.
- **AR Finance Charges Assessed** - Displays finance charges that have been assessed.
- **Debit/Credit Memo Listing** – Displays a list of all debit or credit memos created for a specific period of time.

The report opens up in a Crystal Report® Viewer. From here you can print it, export it to another file type or simply view it on the screen. For easy viewing, you can scroll through the pages or click on an account on the left-hand panel and the viewer will go right to the page for the account.



The layout and information presented on the invoices and statements are customer specific. PSLLC staff will work with the customer to design a layout which is satisfactory to you and if necessary where the standard aging reports do not offer the information required for the District to manage their business, PSLLC will work with the district to design a report that will offer value.

Integrated Accounting Features

1. Complete data management from start of transaction to receipt of payment.
2. Finance Charges.
3. Adjustments.
4. Payments.
5. Reporting.
6. Invoice Creation.
7. Statement Creation.

4.4.6 System Administration

PROPOSER shall provide a detailed description of the system backup and recovery capabilities and procedures, start-up and shut-down procedures and other activities necessary to maintain system integrity and ensure minimum downtime. PROPOSER shall also discuss optional and available system disaster recovery capabilities, if any.

PSLLC will work closely with Customer staff to develop and implement a Disaster Recovery Plan which will include a test environment that mirrors the Customer's production environment.

All device and configuration settings are stored in the database; therefore, the disaster recovery process is very simple. Within the application, once the new computer is in place, when the application is launched the system will prompt the user for the site and lane they are operating. Once identified, the device and configuration settings will be loaded on the machine and the operator is back in business.

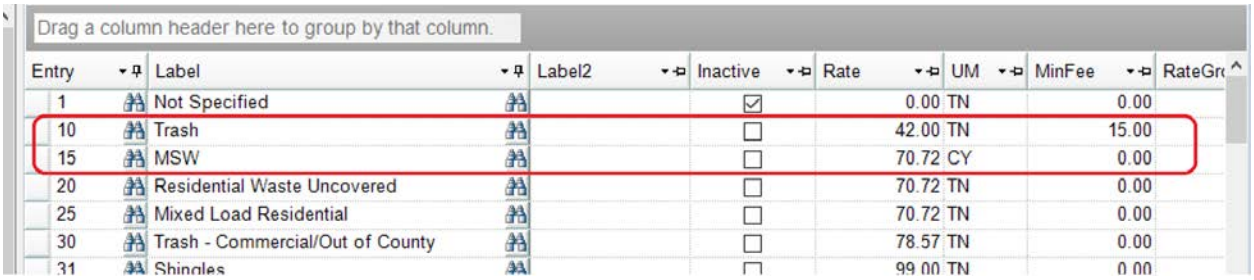
Each of our Customers have their own requirements for Disaster Recovery and Backup. We work with each Customer independently to ensure the Disaster Recovery and Backup procedure meets and, in most cases, exceeds their requirements.

4.4.7 Authority's Fee Schedule

Show how the proposed system can be configured to the AUTHORITY's fee schedule in an efficient structure and minimizes extraneous tables.

PSLLC has different methods to handle our customers various fee schedule. We can handle fees based on a door rate, account specific rate, job rate, etc. In the sample below

we show a portion of our material table. This table contains door rates for a facility. We have the ability to maintain rates per material and based on a Unit of Measure, Minimum Fee, ability to Inactivate a material to maintain history and many more field options.

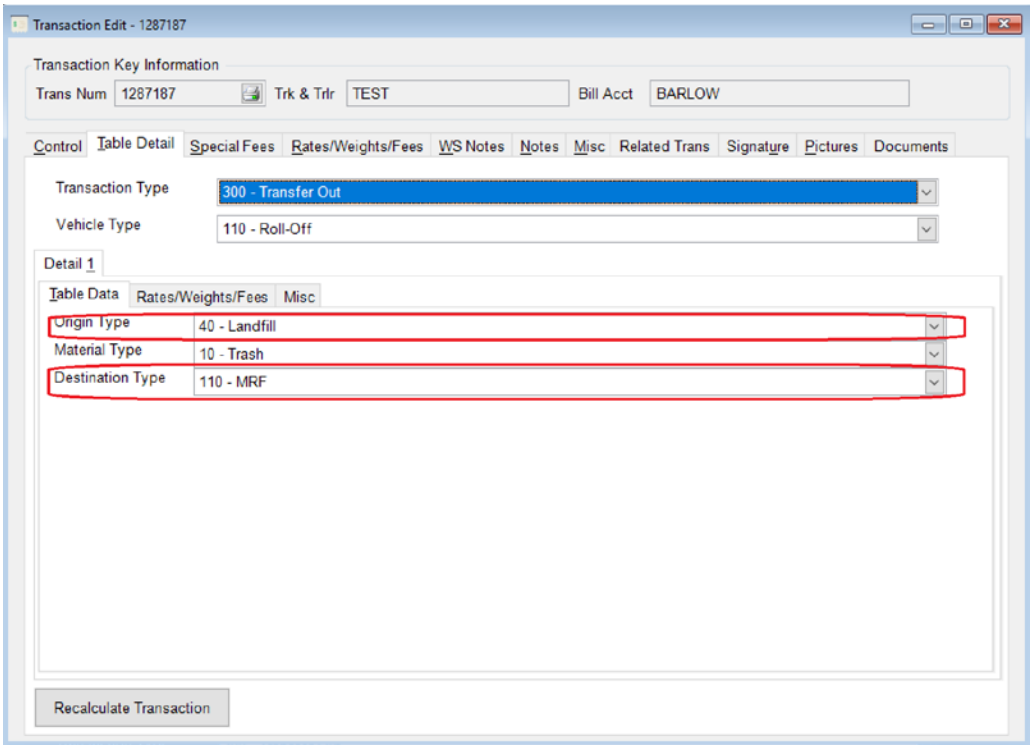


We also have a Rate Expressions option that allow for even more flexibility. We consider this functionality highly confidential and would show this in our presentation if of interest.

4.4.8 Origination and Destination Sector Capability

PSLLC provides the following example of how the proposed system can incorporate origination and destination sector fields into the transaction record to facilitate the tracking of material movement within the AUTHORITY's solid waste management system.

The red boxes around the Origin Type and the Destination Type show movement of Material from the Landfill to MRF. The Authority will be able to identify all Origin and Destination Types within the system.

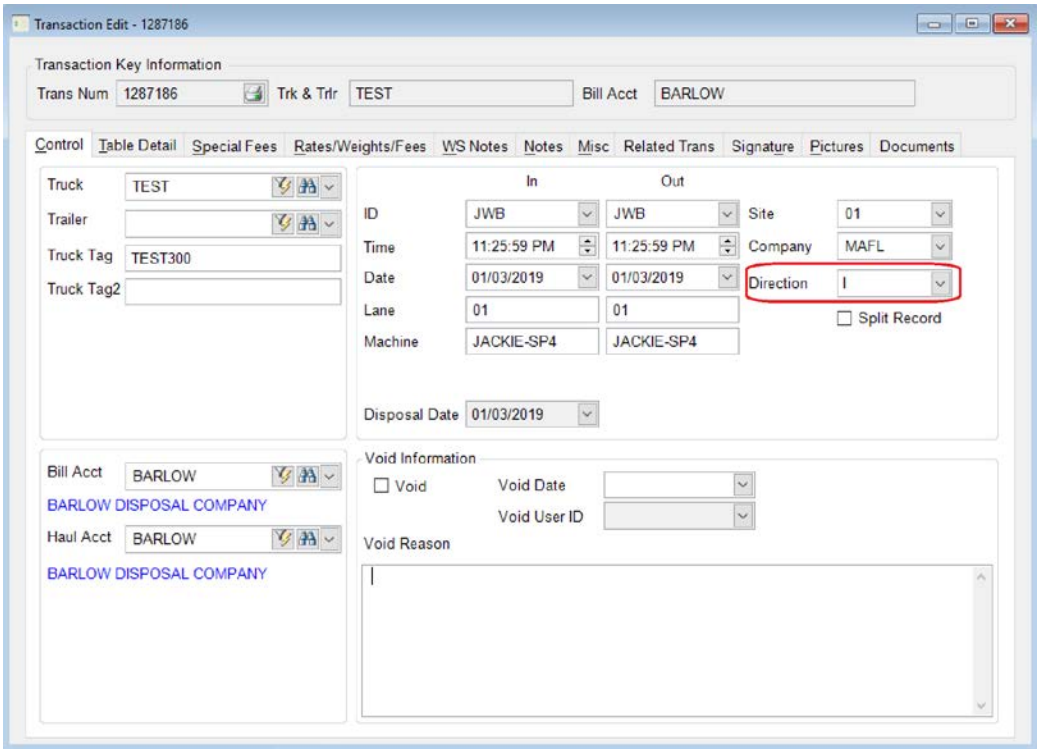


4.4.9 Direction Code Compatibility

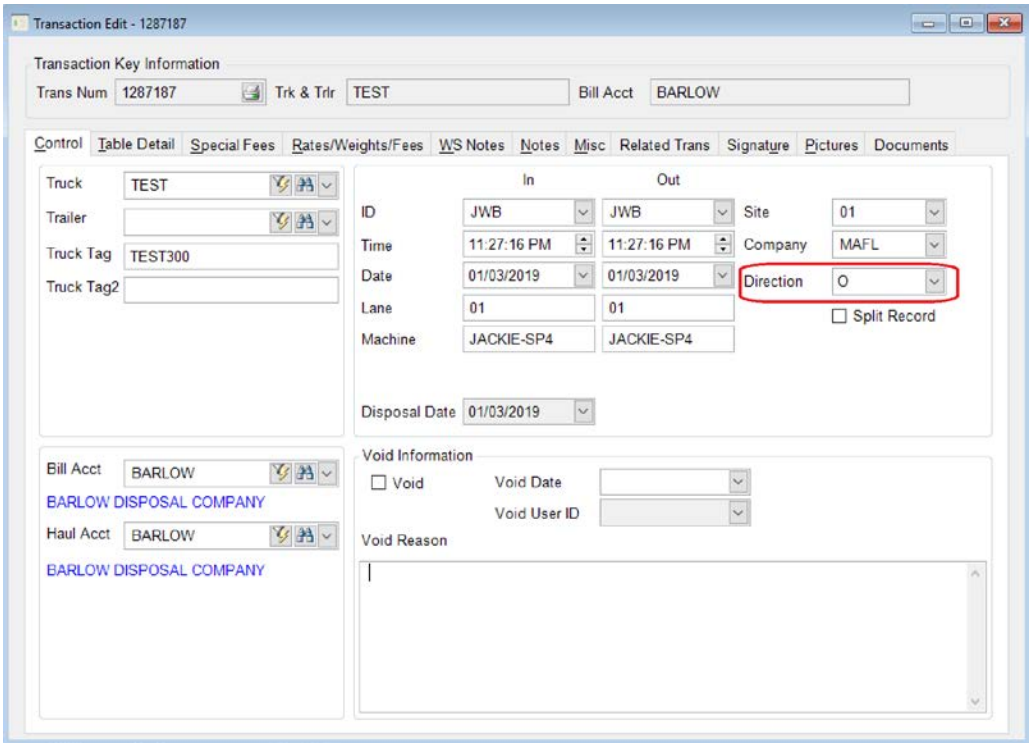
Show how the Proposed system will enable the ability to differentiate between incoming, outgoing, outgoing transfers and incoming transfers without having to use different waste codes.

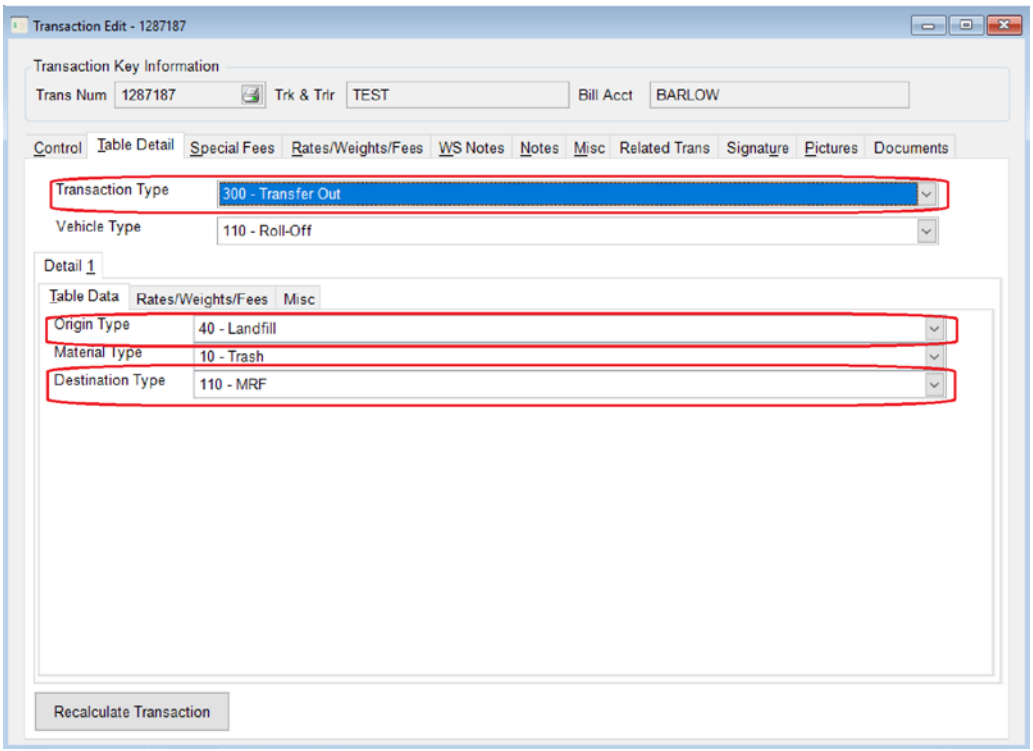
PSLLC has the ability within the transaction using the Direction field to differentiate between incoming and outgoing transactions. We utilize Direction field and the Transaction Types to differentiate between outgoing and incoming transfers in order to eliminate the need of using different waste types.

This example shows an Inbound load. See the red box around the Direction and the "I" for Inbound.



This example shows an Outbound load. See the red box around the Direction and the "O" for Outbound and in the second screen shot the red boxes around the Transaction Type of Transfer Out, the Origin of Landfill and the Destination of MRF.





4.4.10 Proposed Solution

PSLLC provides the following information for additional detail and narrative regarding our proposed solution.

4.4.10.1 Overview

The system is developed for the solid waste and recycling industry which is over 95% of our customer base. The system is written using Visual Basic .NET with either a SQL Express or SQL Server database. The CompuWeigh™ System grows through an evolutionary process and all customers run the same code base. This makes supporting our customers and enhancements streamlined.

The CompuWeigh™ System is used at the scale house and the administrative office. The primary features of the proposed system are presented as follows:

The user customizable WeighStation program is used at the point of sale location to process transactions and end of day close-out procedures and includes:

- Transaction Processing
- End-of-Day Processing
- File Backup Processing

The office set (CompuWeigh™) includes all of the features to manipulate the stored data including:

- Account Editing
- Truck Editing
- Transaction Editing
- Report Writer
- Posting
- Integrated Accounting
- Shift Totals

The Microsoft® Windows operating system was selected to allow the greatest flexibility of data manipulation and for ease of use by end users. The system was designed to use a common "look and feel" across all programs. This allows the user to quickly learn the programs.

The system's report writer will allow the user to create custom reports on transaction activity by selecting fields from the database. The system will allow user definable totals to be accumulated over time and track both inbound and outbound material for inventory control. In addition, the system integrates with Crystal Reports® for more detailed or graphic reports. Crystal Reports® can be purchased separately as an off the shelf product from any local software retailer.

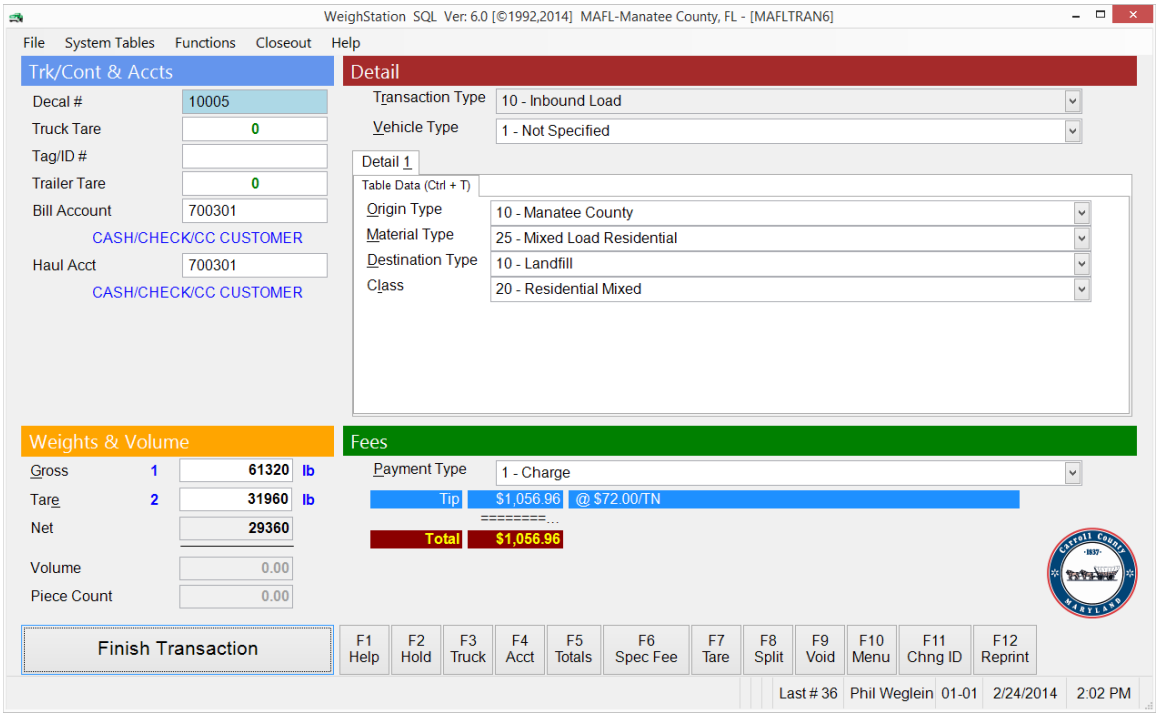
The four main requirements for the production of a fully functional and useful solid waste information system are:

1. Thorough knowledge of the solid waste industry, including its operation and evolution,
2. The capability to produce well-engineered, easily customizable database management software,
3. The willingness to customize the system software to meet the requirements of the RFP, and
4. The ability and willingness to provide superb ongoing customer training and support.

PSLLC possesses all of these essential qualifications. The proposed CompuWeigh™ System will be a turnkey system meeting the specifications of the RFP. PSLLC understands the requirements set forth in the RFP.

4.4.10.2 WeighStation

At the first point of the data collection process, the WeighStation program provides the means for capturing real time data at the point of sale. The WeighStation program is designed and written for the Windows environment. The program can be operated using the keyboard, a mouse, or a combination of the two. It also supports badge reading and other input capabilities for automating inbound/outbound transactions or in an unattended mode.



As seen from the screen sample above, the WeighStation program has a single screen design so the user is not confused by information overload. The user is presented with

all the information necessary to complete a transaction, but through the use of menus and control keystrokes the user has the means to access other information when it is needed. Through the menu bar or function keys, the user can query truck or account files, pull trucks out of the hold file, instantaneously view daily totals, reprint or void transactions, assess special fees for transactions, get on-line help, change the hardware configuration, close-out for the day and more. All of this is available when the user needs it, all within the same program.

Available in the WeighStation program is the ability to assess multiple material, origin and destination types to a single transaction. This capability eases the processing of trucks that carry several different types of materials in one load or pickup from several different areas on one haul.

The WeighStation program was designed with the concept that each transaction has certain properties that define how that transaction is to be processed. Properties such as the flow of trucks around the facility, which printers and scales to use and when, what information to collect and how-to bill are some of the operational choices that are provided to the user. This capability permits the Customer to tailor the system to fit site needs. Other options include, but are not limited to, custom ticket design, custom cash drawer closeout procedure, custom reporting and custom transaction configuration.

WeighStation Program Features
The WeighStation program supports an extensive array of functions specific to waste management applications. A partial list of program features follows.

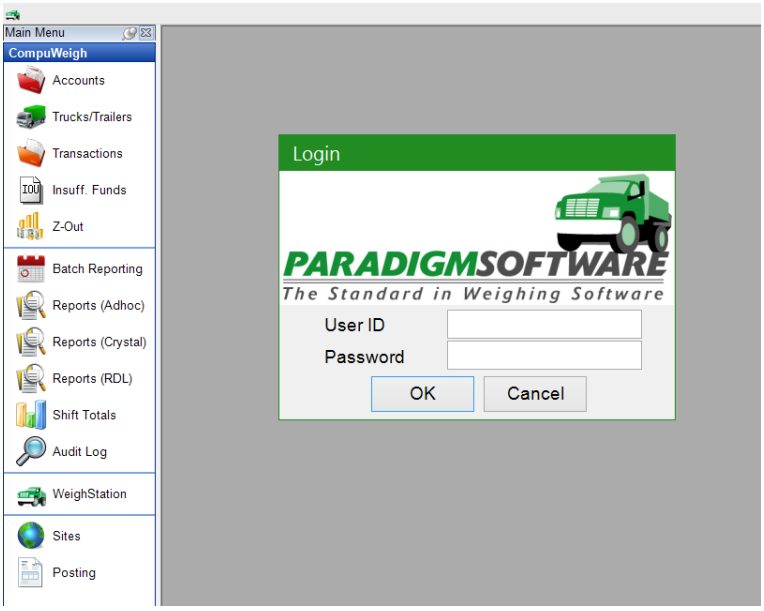
- Single screen design for ease of use and learning.
- Direct flow meter interface.
- Direct scale interface.
    - Track up to 5 Gross Axle weights per transaction.
    - Track up to 5 Tare Axle weights per transaction.
    - Tare averaging for trucks.
    - Ability to view vehicle tare upon vehicle entry.
- Direct electronic cash drawer control.
- Flexible device set up.
- Ticketing.
- Fully customizable ticket design.
    - Ability to have multiple ticket layouts based on transaction type.
    - Ticket layout changes require no additional programming.
    - Ticket message capability (security controlled).
    - Inbound and/or Outbound Ticketing.
    - Supports up to four ticket printers.
- Supports different report printers.
- Log Printing.
- Simultaneous transaction log printing.
- Transaction log saved to file.
- Log messages.

- Full truck file editing capability (security controlled).
- Full account file editing capability (security controlled).
- Twelve-character alphanumeric truck/container and account numbers.
- Ability to track the Bill To Account, Hauling Account, Ship From Account and the Ship To Account. This allows for Broker and third-party transactions.
- Multiple automated inputs are optional (Barcodes, RF, Badge Support, etc.)
- Transactions.
- Inbound and Outbound transaction types.
- User definable transaction types.
- Over 150 procedural options for each transaction. This allows the end user to add new transactions or change a transaction option without additional programming.
- No set number of transaction types. Ability to have as many or as few transaction types as the site requires.
- Unlimited Hold file for incomplete transactions.
- Fees.
- Bill by Vehicle/Container Type, Material Type, Origin Type, Destination Type, or one of five user definable types.
- Unit of Measure includes: Tons, Pounds, Gallons, Quantity, Flat Fee, Cubic Yards, Cubic Meters, Kilograms, Each, Quart, Cubic Feet, Can, Bales, Day, Week, Month, Year, Not Applicable.
- Taxes.
- System wide Tax Rate.
- Billing Commodity Specific Tax Rate Override.
- No Tax Account Status.
- Tax changes on the fly (security controlled).
- Special Surcharges.
- Ability to choose up to ten, from list of up to 32,000, additional surcharge fees per transaction.
- Master Rate Tables.
- Billing Account Specific Rate Tables. Master price modifiers include, =, +, -, * and /.
- Rate changes on the fly (security controlled).
- Support for Rates down to 1/1000th of a cent.
- Minimum fees based on commodity entry.
- Multiple incoming materials (up to ten) per transaction.
    - Ability to Track/Edit each materials Rate, Tip Fee, Tax Rate, Tax Percentage, Volume/Quantity, Weight, and Unit of Measure.
- Daily customer or material specific limits.
- Virtually unlimited of user definable payment options (cash, check, credit card, coupon, prepaid, charge, no tip).
- Virtually unlimited of user definable material types.
- Virtually unlimited of user definable origin types.
- Virtually unlimited of user definable vehicle types.
- Virtually unlimited of user definable destination types.

- Five user definable table types.
- Real time Billing Account credit check.
- Real time Billing Account account balance.
- Transaction/Ticket number control.
- Many levels of security per program and security within each program.
- Including menu/option level.
- On line totals to any station:
- User definable real-time totals.
- Voiding of transactions with log print out.
- Reprints of transactions.
- Manual transactions (security controlled).
- On-line hyper link help.
- Multi-user system.
- Multi-site and Multi-company capability:
- Ability to have transactions separated based on Site or Company.
- User definable report layouts.
- User definable closeout procedure.
- Ability to have all items of a transaction defaulted from either the transaction type or the truck/trailer file.
- Purchase Order number field.
- **Note field** (prints on ticket and is saved with transaction).
- Set table default overrides for the day (all inbound materials may go to a specified grid location for the entire day).

4.4.10.3 The CompuWeigh™ System

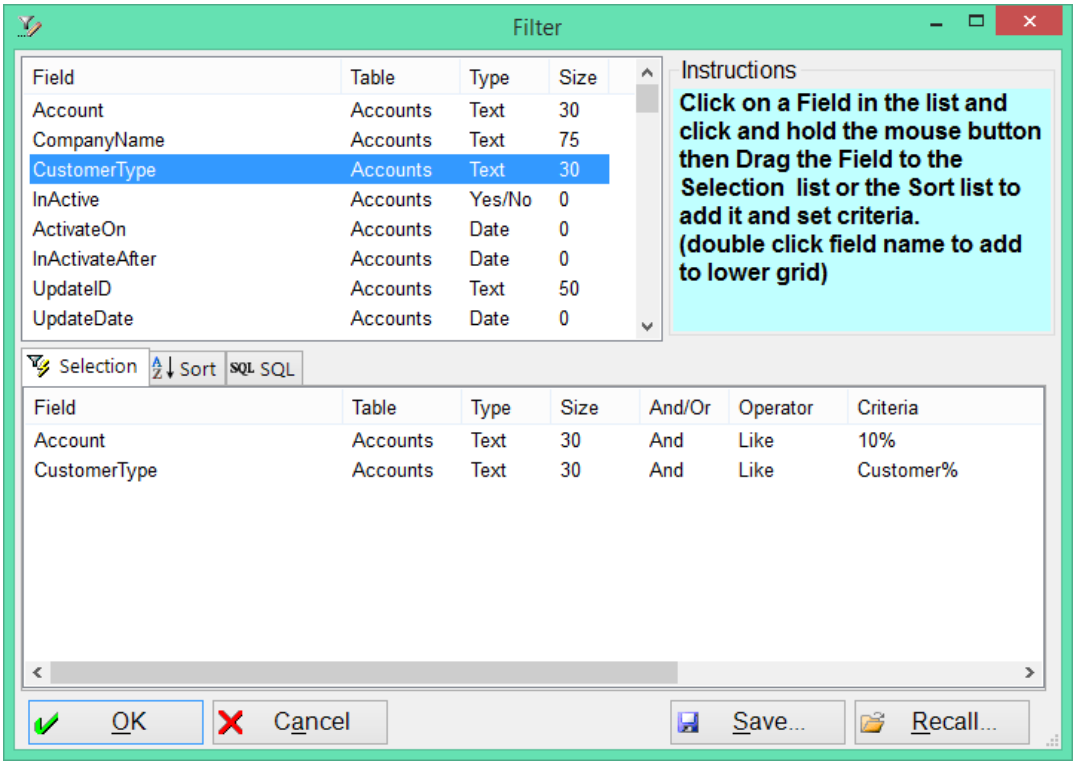
The primary features of the proposed CompuWeigh™ System are presented as follows. The CompuWeigh™ System has three edit windows, Account Edit, Truck/Vehicle Edit, and Transaction Edit. All edit programs share various system features. Because they share features and the use of the Microsoft® Windows Operating System; once the user is comfortable with one edit window, they can easily use the others. The only difference between the features is the fields that make up the particular database. The password protected desktop metaphor allows for dragging all CompuWeigh™ screens aside while running to multitask and do other operations.



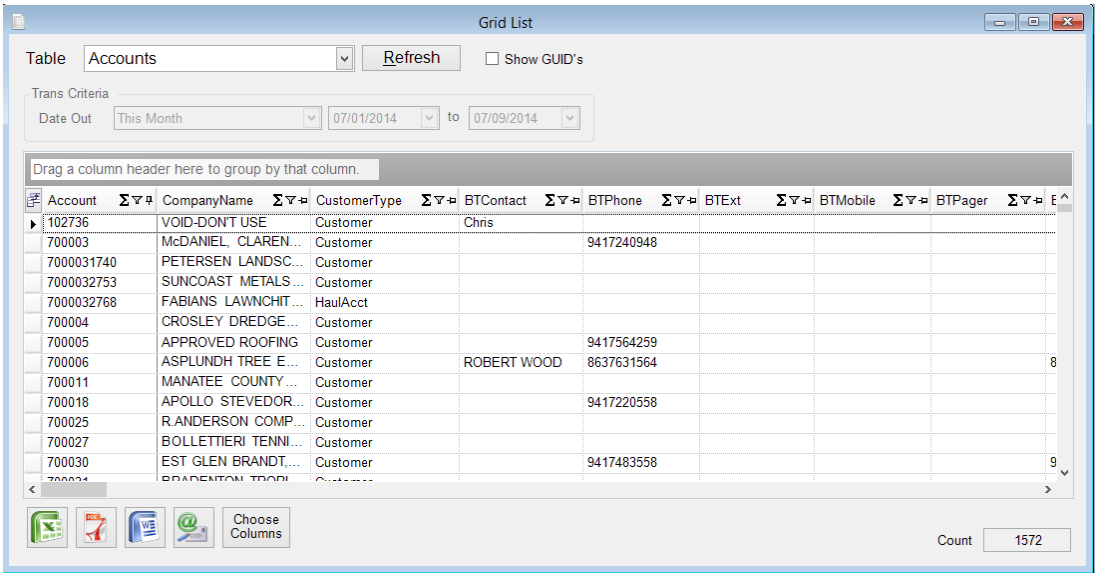
All edit windows share the same set of file access buttons. Moving through the file is simple and common across the programs. Note the standard database icons. Briefly holding the mouse over each button displays bubble help.



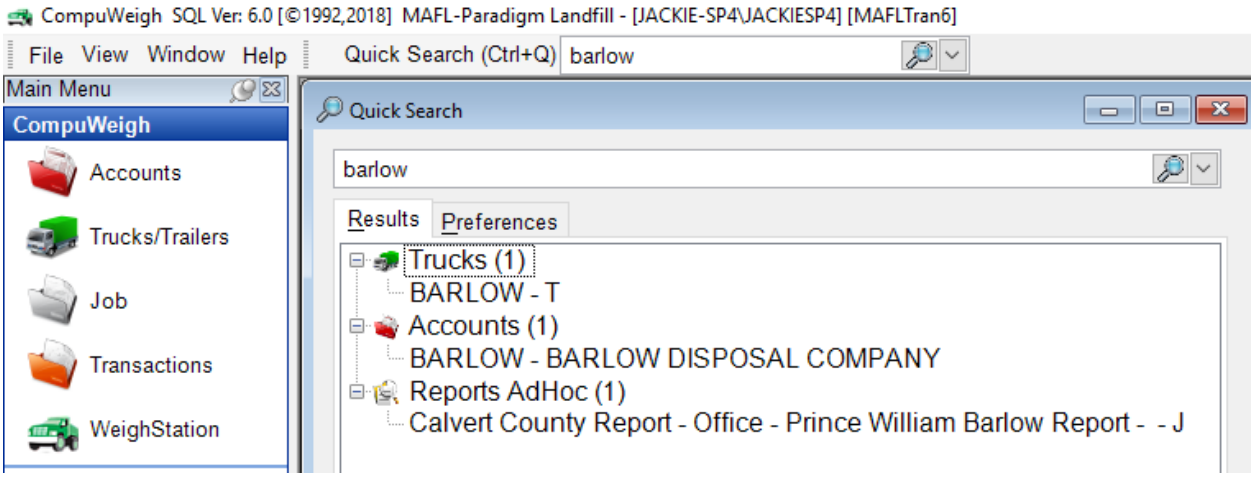
All edit windows support powerful filtering. This allows the user to search for any string of data in a file such as a date, a price, an account or a string of characters. The user can put all of the matches into a single list and then view the matches one by one.



Each edit window offers a unique list window. This window allows the user to view the data in a concise manner where each record occupies a line in the list. The user can select a record from the list and bring it to a full editing window, by simply clicking on that record with the mouse.



Quick Search
The CompuWeigh™ System comes standard with a Quick Search feature that will place virtually all data right at your fingertips. Simply type in the information you are looking for and the system will search the database to find where that information is located. In the example below, we searched for the word 'barlow'. The results are shown below the quick search and it found a truck, account and a report that contained the word 'barlow'. This feature will also search system settings with appropriate user rights.



Database Processing Features
The CompuWeigh™ System supports an extensive array of functions. The list of program features is as follows.

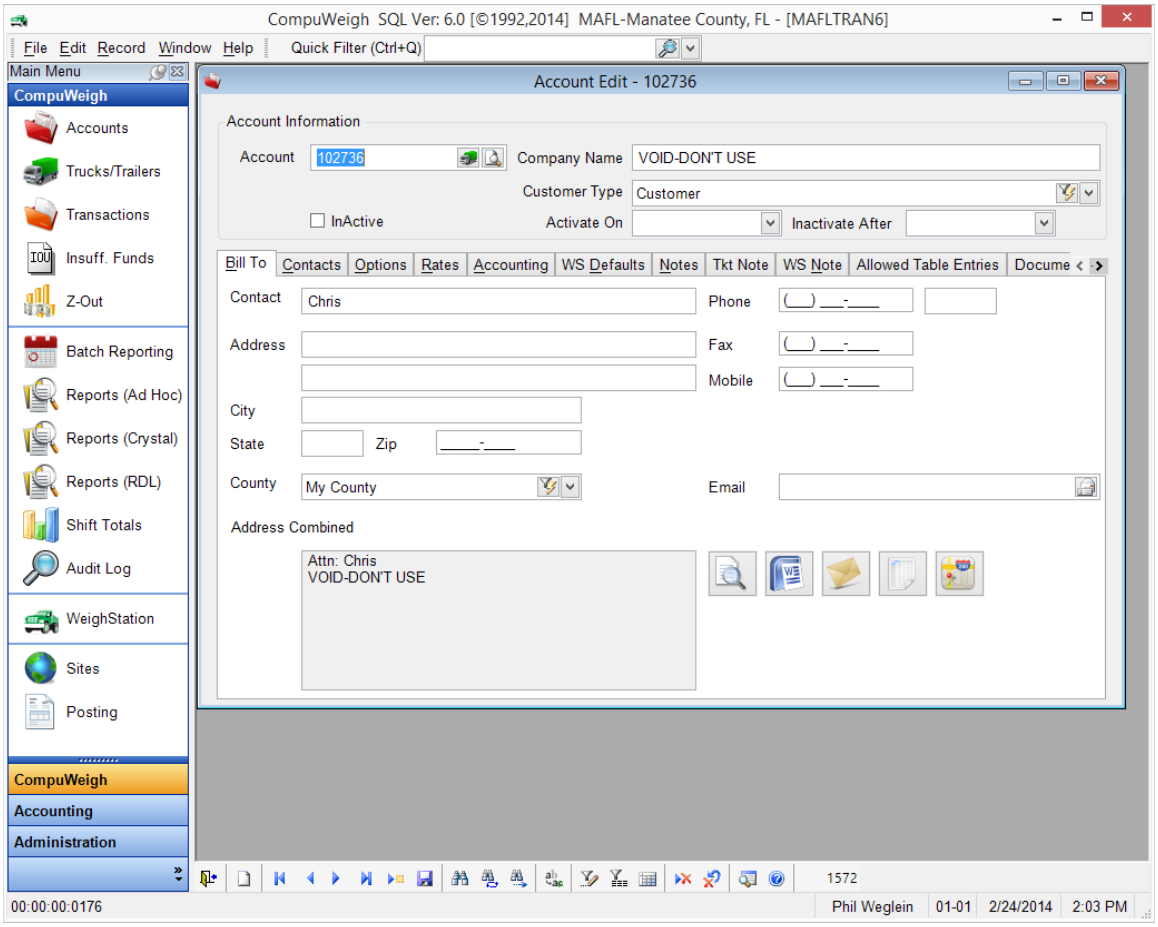
Edit Programs (Account Edit, Truck Edit, Transaction Edit)

- Common design across all programs.
- Edit or browse mode (security controlled).
- Transaction Edit through a separate program.
- User definable reports in any unit.
- User definable origin reports.
- User definable generator reports.
- User definable waste type reports.
- User definable destination reports.
- User definable Time of Day and Day of Month reports.
- User definable transaction type reports.
- User definable payment type reports.
- User definable cash drawer closeout reports.
- All reports are exportable to ASCII, word processor or spreadsheet.
    - Data can be exported to Microsoft® Excel and then saved to Dbase or another format.
- Undelete the previously deleted record.
- Comprehensive find capability.
- On line hyperlink help.
- Multi-user system.

- Multi-site and multi-company capability.
- Many levels of security per program and security within each program.

4.4.10.4 Account Edit

The Account Edit window is used to maintain the **customer database**.

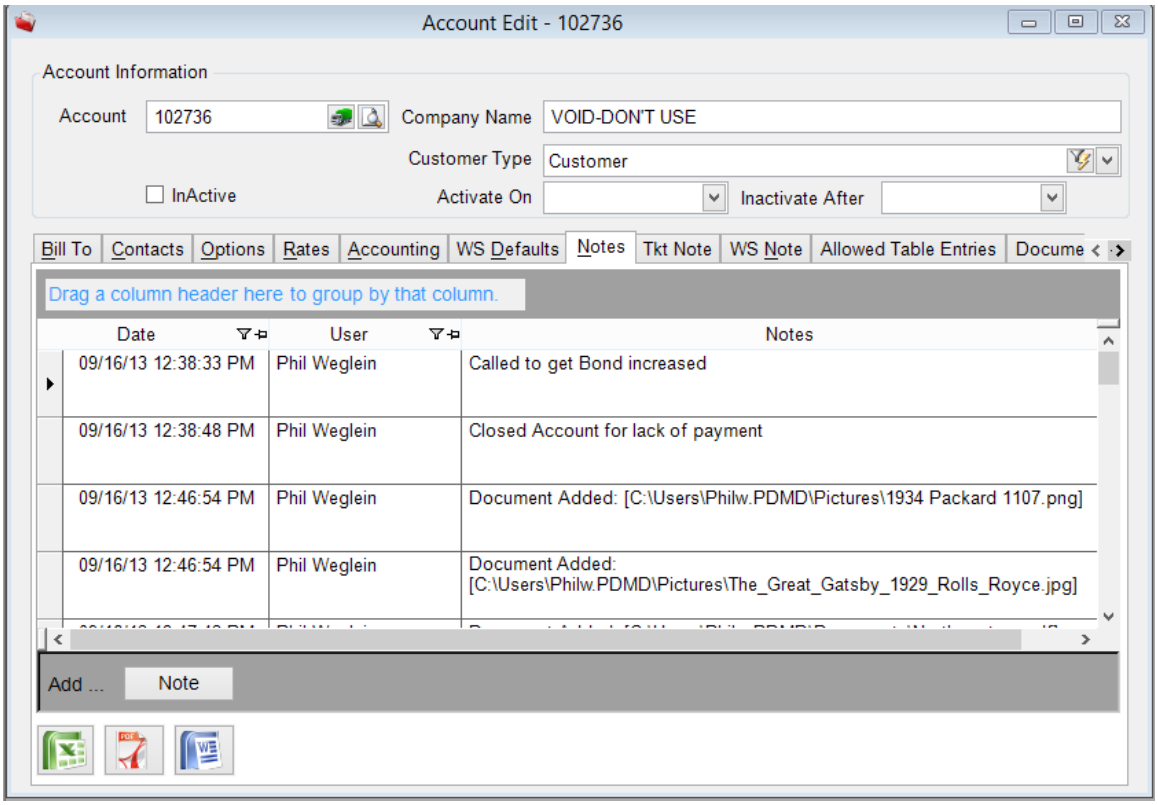


Some of the Account Edit Features include:

- Standardized user interface across all data edit forms
- Unlimited Contacts
- Account Specific Rates
- Defaulting based
    - Account, Site Code, Inbound vs. Outbound and Special Fees
    - Truck, Site Code, Inbound vs. Outbound and Special Fees
    - Site Code, Inbound vs. Outbound and Special Fees
    - Rate Table, Site Code, Inbound vs. Outbound and Special Fees
    - Transaction Type, Site Code, Inbound vs. Outbound and Special Fees
- Account and truck specific ticket notes

- Account and truck specific WeighStation notes which can remind the operator about specific reminders. Includes activation and deactivation dates and completed checkbox.
- Allowed Table Entries Tab: Allowed limiting table entries at the scale house
    - Based on Account, Truck, Transaction, Table Entry (Material, Origin etc.), Site
- Allowed Accounts Tab
    - Allowed limiting bill account or haul account at the scale house.
        - Based on Account, Truck, Transaction, Table Entry (Material, Origin etc.), Site
- Documents Tab
    - Allows storing documents with an account, truck, and site.
        - For example, PDF bond documents or scanned signed LOA's.
    - Simple drag and drop functionality
- Transaction Tab
    - Shows a quick view of transaction data for an account or truck with full grouping and sub totaling capabilities

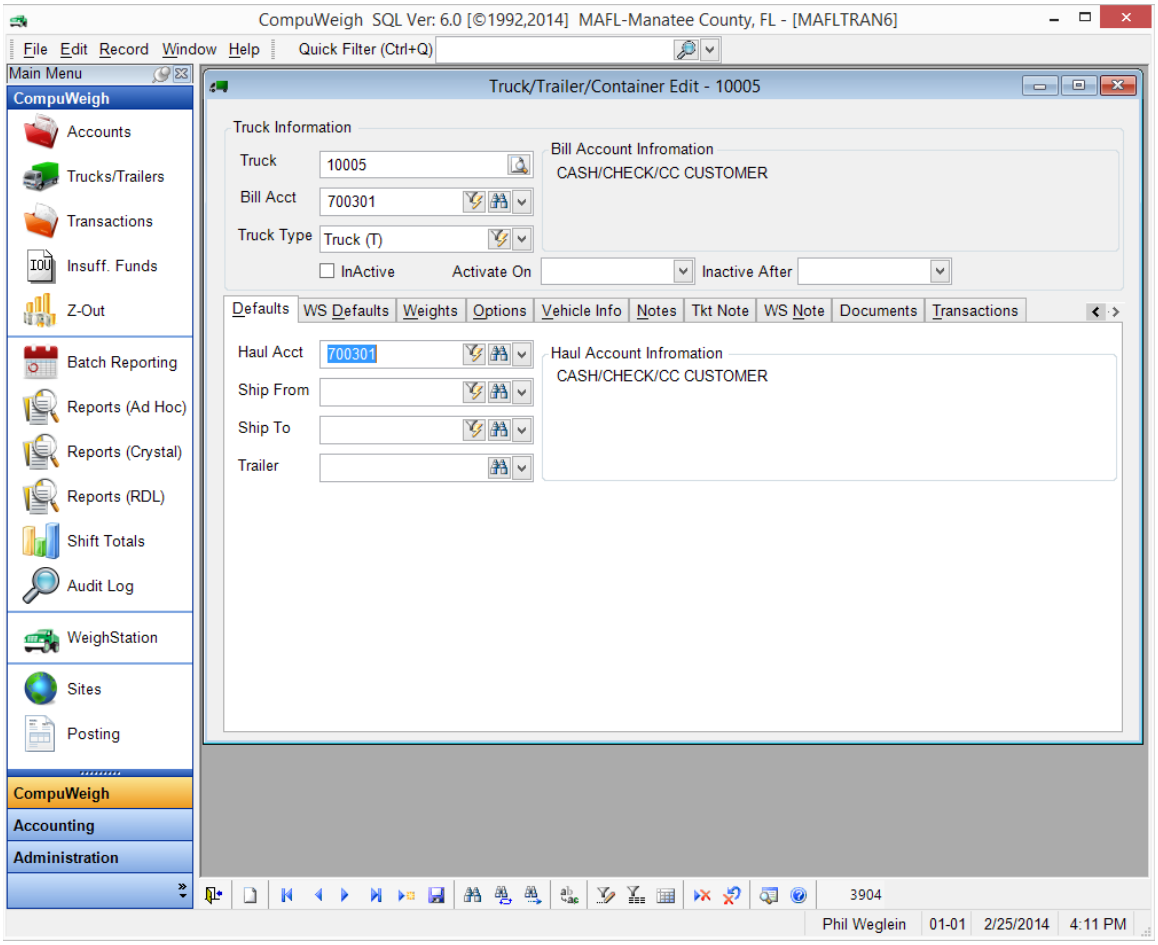
Notes Tab



- Unlimited Notes Table with data time of each Note

4.4.10.5 Truck Edit

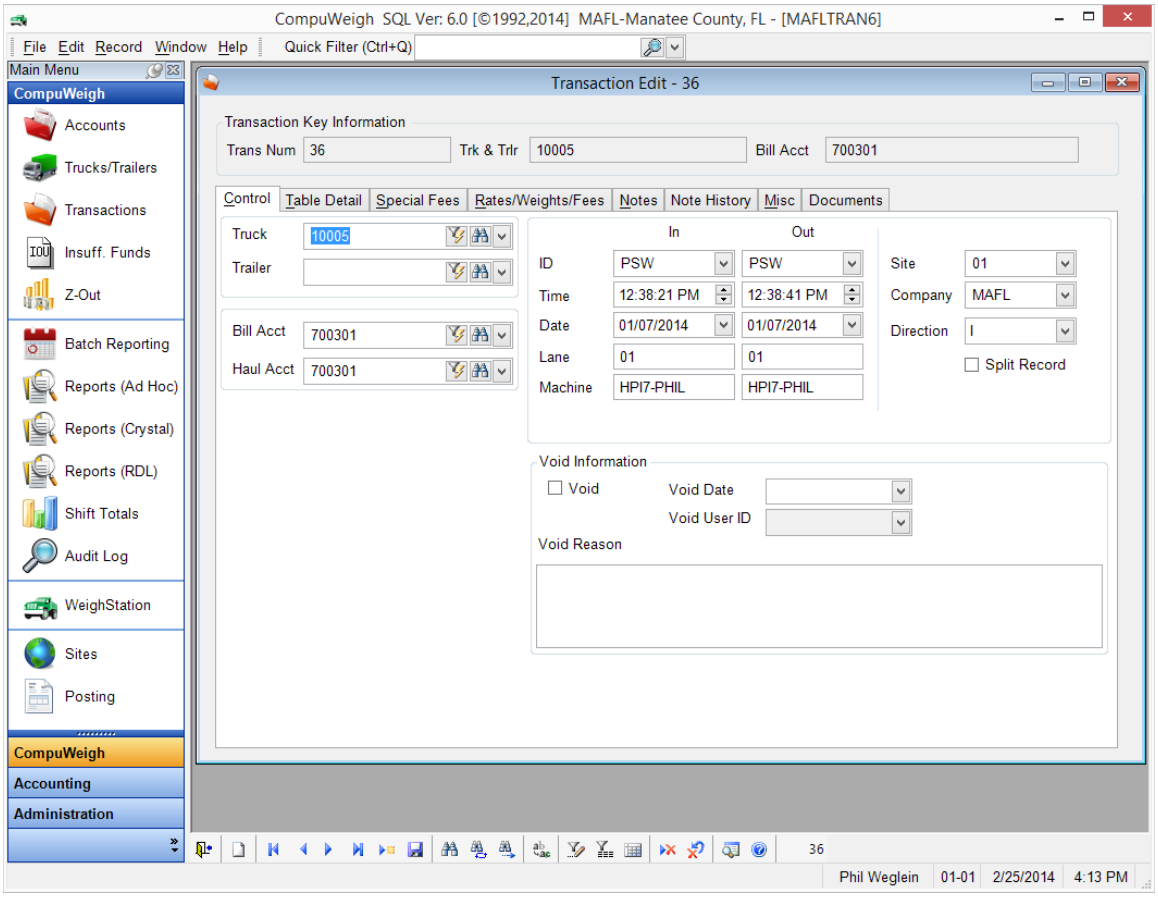
The Truck Edit window is used to maintain the **vehicle database**.



The Truck Edit window includes all of the functionality as the Account Edit window. This allows the user to set up default information for each truck, such as the most common type of material the truck brings to the facility, the material origin, the tare weight, etc. This means that when the truck enters the facility and the scale house operator retrieves the truck information from the Truck File, all of the default information is passed into the WeighStation program for the operator to review. Leaving information blank in the Truck File will force the operator to enter the information at the time of the transaction.

4.4.10.6 Transaction Edit

The Transaction Edit window is used to maintain the **transaction database**.

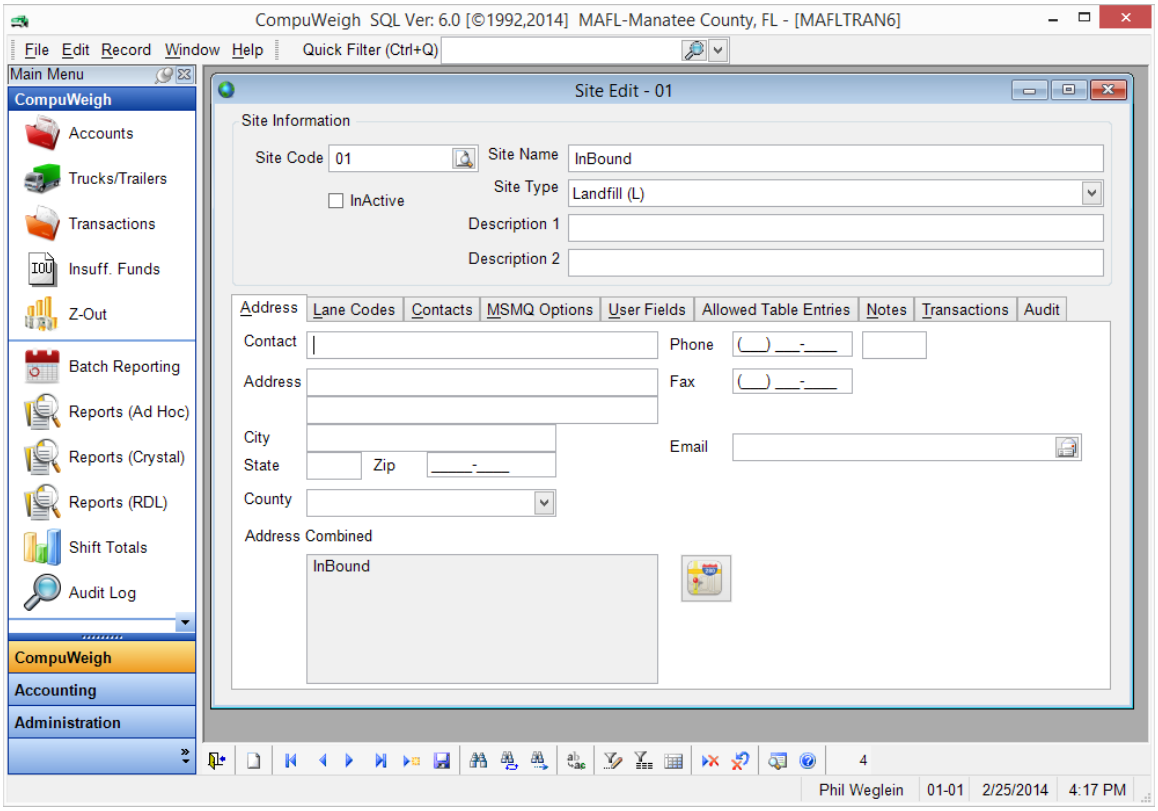


The Transaction Edit window gives the user full control over the transaction database. Allowing the user to view and edit historical transaction records.

Some of the Transaction Edit Features include:

1. Complete editing of tickets based on user rights with complete auditing.
2. Reprint and email tickets
3. Unlimited split materials
4. Unlimited special fees
5. Note History to keep track of dated notes about a transaction
6. Documents tab allows saving addition files with a transaction. For example, pictures of the load

4.4.10.7 Site Edit



- Allows storing all site related options and information. Includes all the same functionality of the other edit forms.

4.4.10.8 Audit Logs

There are five primary logs maintained by CompuWeigh Version 6.

1. Transaction Log
    a. Stores data about a transaction during the processing of the vehicle in the scale house.
    b. Stores important information when the transaction is placed in the hold table.
    c. Stores completed information when the transaction is finished and the final data is written to the primary Transaction tables.
2. Event Log
    a. Stores any important information about user actions in the system.
    b. Partial list of Events Tracked
        i. CompuWeigh Started
        ii. CompuWeigh Exited
        iii. CompuWeigh Login
        iv. CompuWeigh LogOut
        v. WeighStation Started
        vi. WeighStation SpecialFeesModified

vii. WeighStation ClearScreen
viii. WeighStation GetWeightKeyUsed
ix. WeighStation Reset TransactionNumber
x. WeighStation ModeChange
xi. WeighStation Transaction Note Changed
xii. WeighStation RuleViolation
xiii. WeighStation RuleResult
xiv. WeighStation Exited
xv. LOA Used
xvi. Reprint Ticket
xvii. Report Run
xviii. Report Changed
xix. Batch Report Run
xx. Batch Report Changed

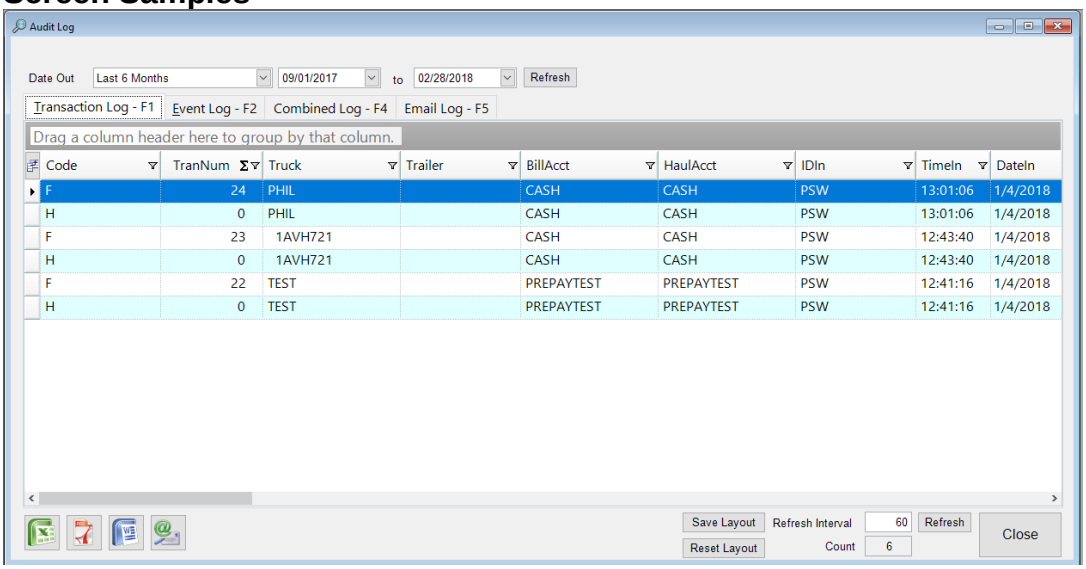
c. There are currently 121 events which can be tracked in the Event Log table. The customer can select which events to track. New events can be added as needed to suit customer requests.
d. The log events are sent via MSMQ to a central repository at the main office of the customer.

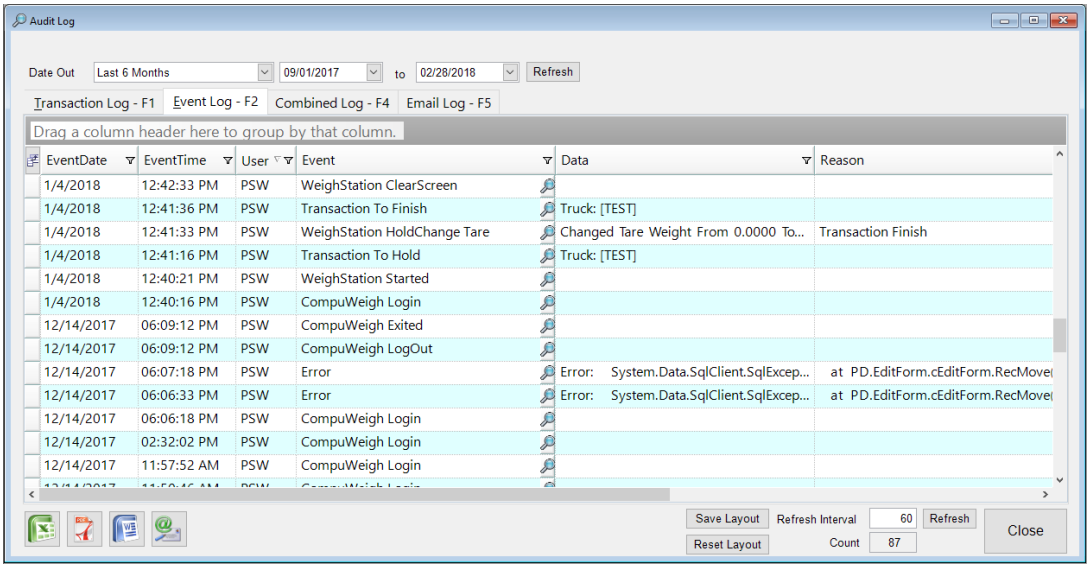
3. Health Log
    a. Stores information about the health of the software and the sites.
    b. Transaction Count by day by site
    c. Errors – If any .NET errors occur they will be stored in this log
    d. Event Log counts by day by site
    e. Database Health
        i. Size of the MDF and LDF files
        ii. Index Fragmentation
        iii. SQL Version
        iv. Hard drive free space
    f. CompuWeigh Windows Services
        i. Which services are running
    g. MSMQ Health
        i. Queue Status
    h. CompuWeigh versions
        i. List of versions of software installed at sites
4. Email Log
    a. Maintains a list of emails that were automatically sent by the system.
5. WeighPay Log
    a. Stores events related to electronic payment processing, such as Credit, Debit, and Check payments, and related functions.
        i. Partial list of events tracked
            1. Check Encryption Keys
            2. Void Raw Request
            3. Begin MiddleWare Process
            4. Application Shutdown
            5. Sale Raw Response

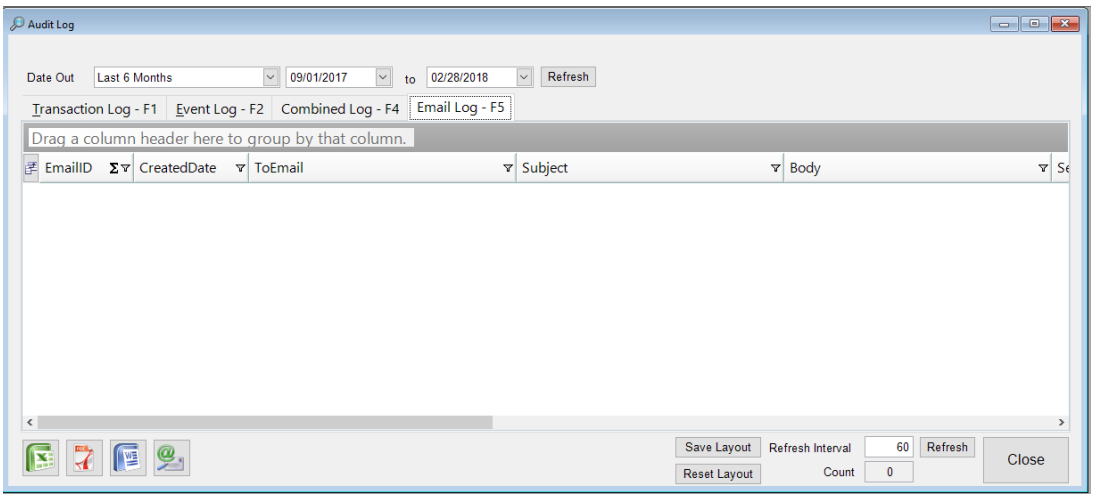
6. MiddleWare Process Complete
7. Installation
8. MiddleWare Process Error
9. MiddleWare Response
10. Authorization Raw Request
11. Authorization Raw Response
12. Debug
13. Force Raw Response
14. SignatureCapture Raw Response
15. Logging
16. FullAuthorizationReversal Raw Request
17. User Access
18. User Update
19. Check User Right
20. Void Raw Response
21. Administrative Action
22. Refund Raw Response
23. FullAuthorizationReversal Raw Response
24. Application Startup
25. SignatureCapture Raw Request
26. Refund Raw Request
27. Sale Raw Request
28. Sale Response
29. Force Raw Request

The following page displays a few screen samples of these features.

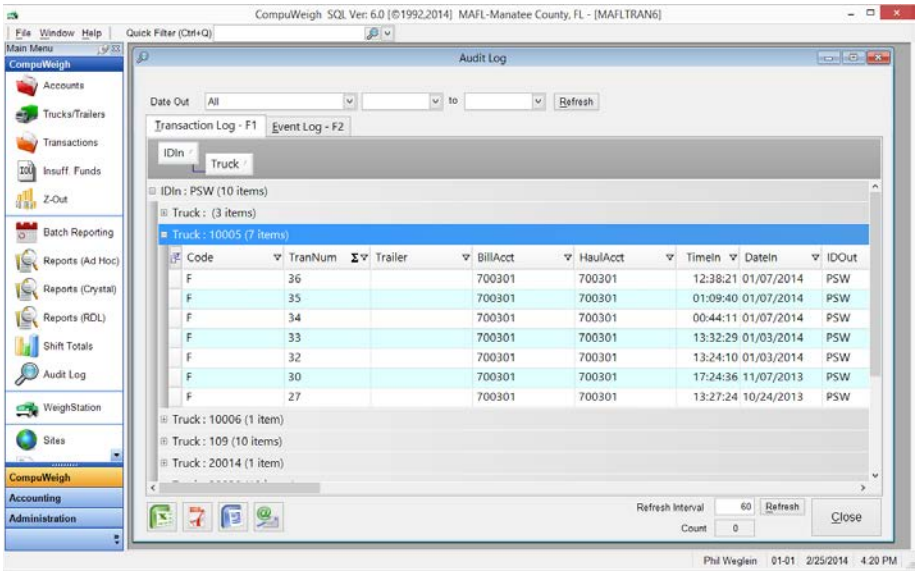
Screen Samples



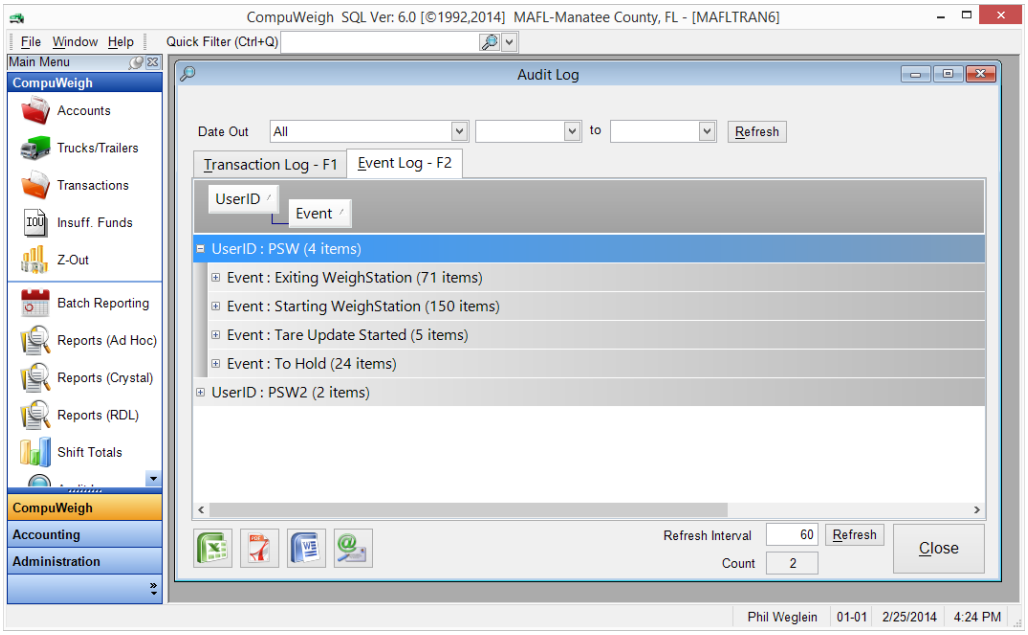




Within the system there is a log that tracks the activity.



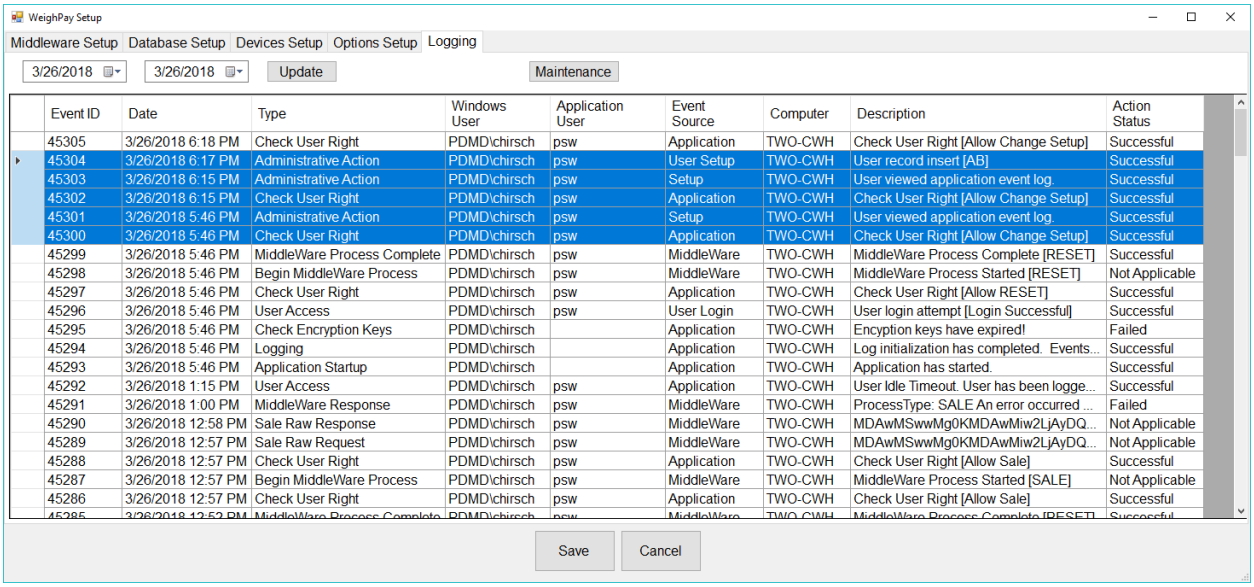
- All logged events are stored in database tables. This allows for unlimited reporting capabilities. All data viewed in grids can be exported to Excel, PDF, Word formats and emailed in the same formats.



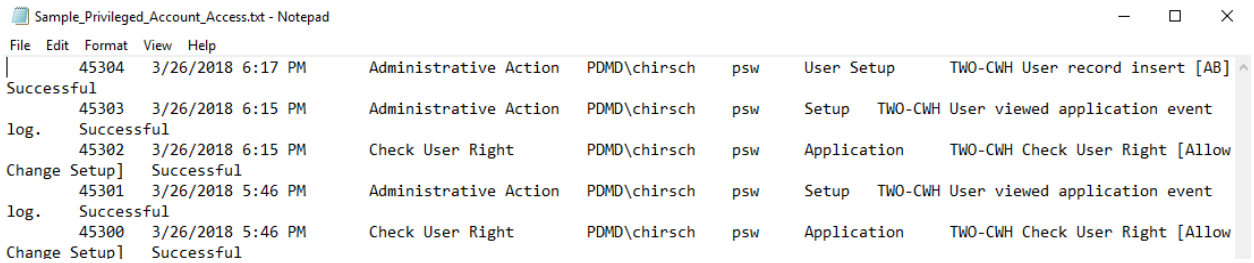
- If using the message queuing option, the office personnel can view scale house transactions and events in near real time.

Security Activity Event Logs

The following is an example of the Security Activity Event Log and sample Security Activity Event Log text file.

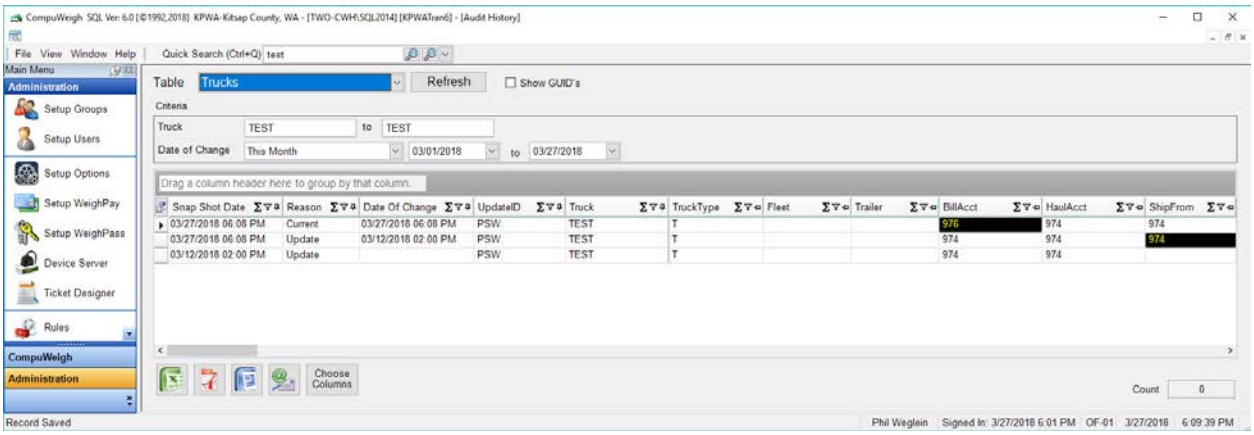


Event ID	Date	Type	Windows User	Application User	Event Source	Computer	Description	Action Status
45305	3/26/2018 6:18 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45304	3/26/2018 6:17 PM	Administrative Action	PDMD\chirsch	psw	User Setup	TWO-CWH	User record insert [AB]	Successful
45303	3/26/2018 6:15 PM	Administrative Action	PDMD\chirsch	psw	Setup	TWO-CWH	User viewed application event log.	Successful
45302	3/26/2018 6:15 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45301	3/26/2018 5:46 PM	Administrative Action	PDMD\chirsch	psw	Setup	TWO-CWH	User viewed application event log.	Successful
45300	3/26/2018 5:46 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45299	3/26/2018 5:46 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [RESET]	Successful
45298	3/26/2018 5:46 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [RESET]	Not Applicable
45297	3/26/2018 5:46 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow RESET]	Successful
45296	3/26/2018 5:46 PM	User Access	PDMD\chirsch	psw	User Login	TWO-CWH	User login attempt [Login Successful]	Successful
45295	3/26/2018 5:46 PM	Check Encryption Keys	PDMD\chirsch		Application	TWO-CWH	Encyption keys have expired!	Failed
45294	3/26/2018 5:46 PM	Logging	PDMD\chirsch		Application	TWO-CWH	Log initialization has completed. Events...	Successful
45293	3/26/2018 5:46 PM	Application Startup	PDMD\chirsch		Application	TWO-CWH	Application has started.	Successful
45292	3/26/2018 1:15 PM	User Access	PDMD\chirsch	psw	Application	TWO-CWH	User Idle Timeout. User has been logge...	Successful
45291	3/26/2018 1:00 PM	MiddleWare Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	ProcessType: SALE An error occurred ...	Failed
45290	3/26/2018 12:58 PM	Sale Raw Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMg0KMDAwMiw2LjAyDQ...	Not Applicable
45289	3/26/2018 12:57 PM	Sale Raw Request	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMg0KMDAwMiw2LjAyDQ...	Not Applicable
45288	3/26/2018 12:57 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Sale]	Successful
45287	3/26/2018 12:57 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [SALE]	Not Applicable
45286	3/26/2018 12:57 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Sale]	Successful



Truck Edit Logs

The following is an example of the Truck Edit Log and sample Truck Edit Log in an Excel spreadsheet. This type of log is available for numerous tables within CompuWeigh 6. The screenshot is just a sample of the data in the table as to provide the entire row (in excess of 60 fields) would not be visible in a screenshot.



	A	B	C	D	E	F	G	H	I	J	K
1	Snap Shot Date	Reason	Date Of Change	UpdateID	Truck	TruckType	Fleet	Trailer	BillAcct	HaulAcct	ShipFrom
2	3/27/2018 18:08	Current	3/27/2018 18:08	PSW	TEST	T			976	974	974
3	3/27/2018 18:08	Update	3/12/2018 14:00	PSW	TEST	T			974	974	974
4	3/12/2018 14:00	Update		PSW	TEST	T			974	974	

History Schema

The CompuWeigh system can store an unlimited amount of data changes in a SQL Server History Schema.

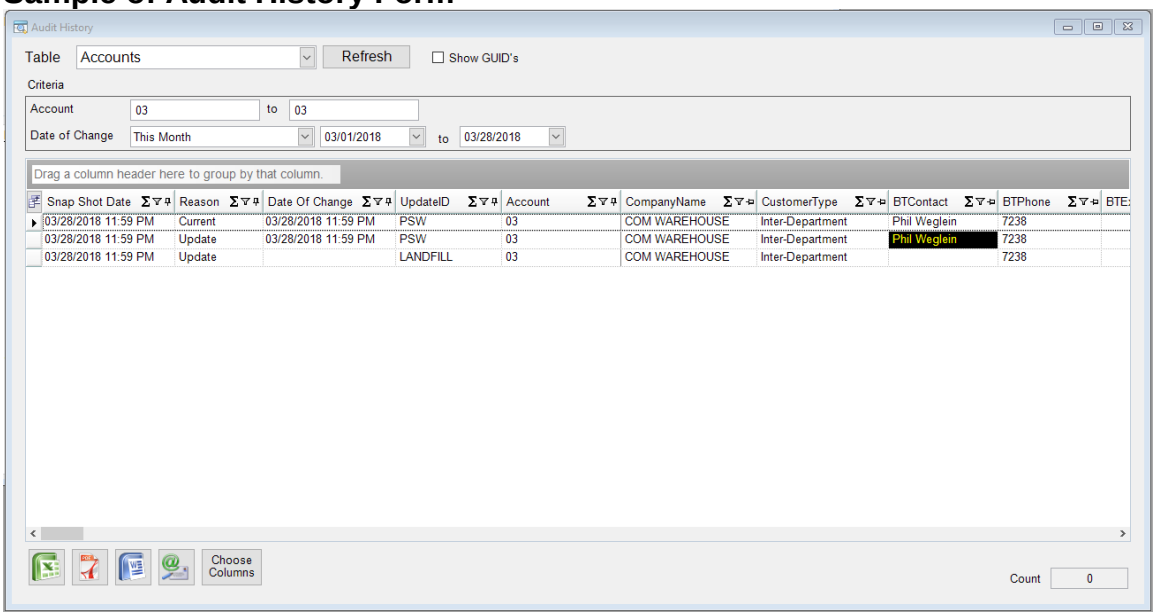
Tables that are mirrored in the History schema contain exact copies of the underlying records during all changes to the data. This allows an unlimited audit trail of data changes.

All changes are written to the mirrored tables using SQL Triggers.

Sample list of Tables in the History Schema:

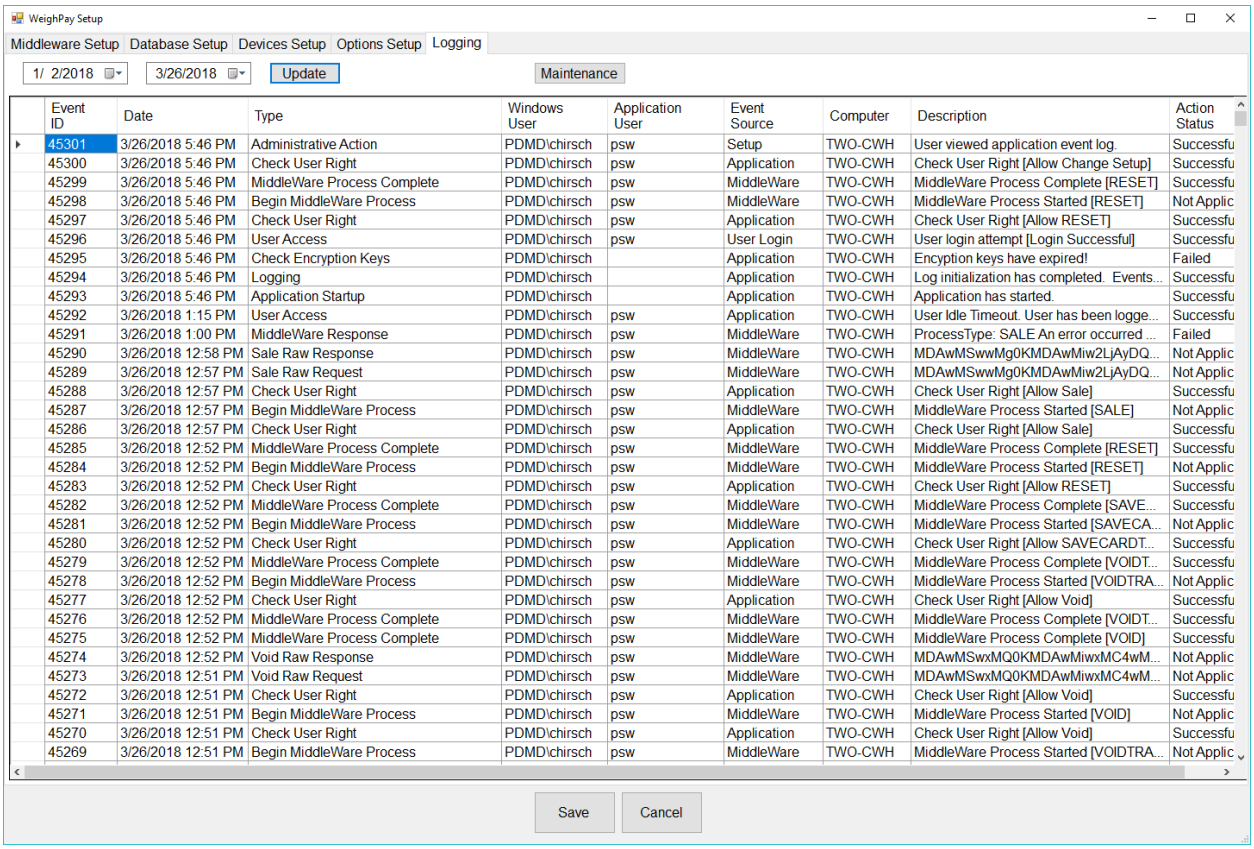
- History.Accounts
- History.AccountsDefaultFields
- History.ChangeLogV5
- History.Devices
- History.Jobs
- History.JobsDefaultFields
- History.JobsDetail
- History.IulNlValues
- History.Rates
- History.RatesDefaultFields

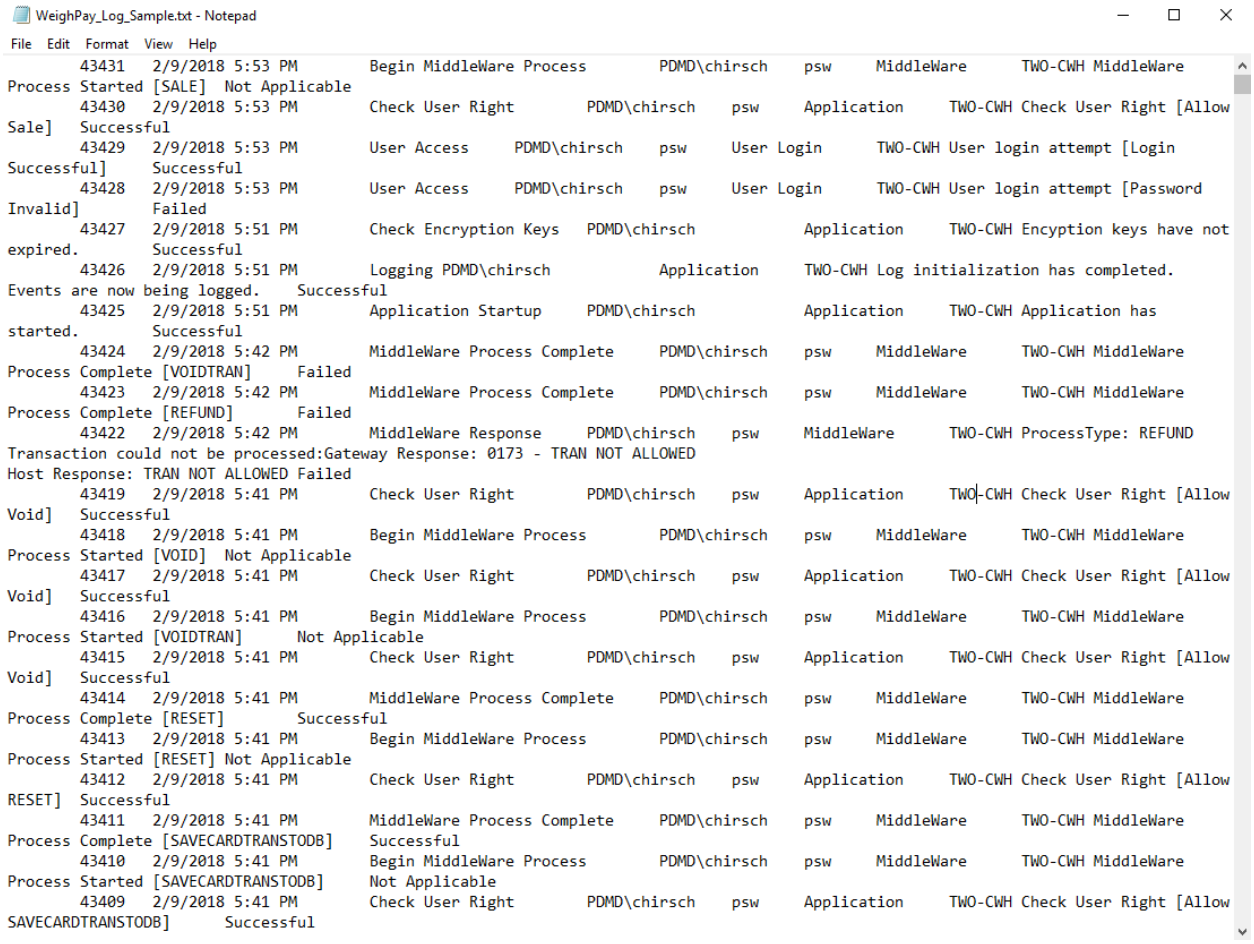
Sample of Audit History Form



WeighPay Logs

The following is an example of the WeighPay Log and sample WeighPay Log text file that are available with the purchase and implementation of the optional WeighPay Module.



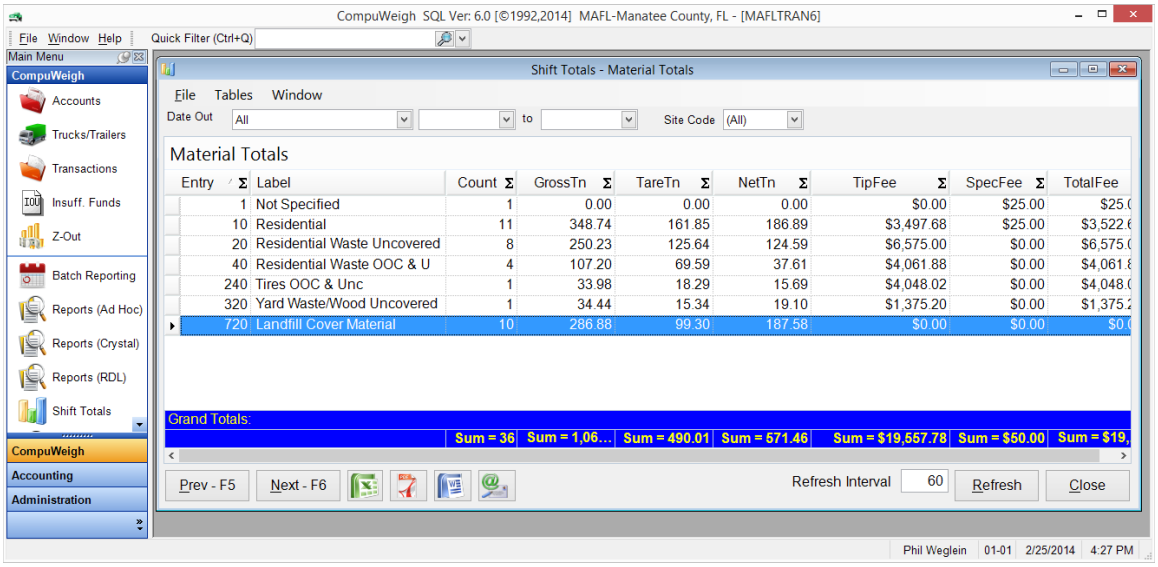


WeighPay_Log_Sample.txt - Notepad

File Edit Format View Help

```
        43431   2/9/2018 5:53 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [SALE]  Not Applicable
        43430   2/9/2018 5:53 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
Sale]   Successful
        43429   2/9/2018 5:53 PM        User Access     PDMD\chirsch    psw     User Login      TWO-CWH User login attempt [Login
Successful]     Successful
        43428   2/9/2018 5:53 PM        User Access     PDMD\chirsch    psw     User Login      TWO-CWH User login attempt [Password
Invalid]        Failed
        43427   2/9/2018 5:51 PM        Check Encryption Keys   PDMD\chirsch            Application     TWO-CWH Encyption keys have not
expired.        Successful
        43426   2/9/2018 5:51 PM        Logging PDMD\chirsch            Application     TWO-CWH Log initialization has completed.
Events are now being logged.    Successful
        43425   2/9/2018 5:51 PM        Application Startup     PDMD\chirsch            Application     TWO-CWH Application has
started.        Successful
        43424   2/9/2018 5:42 PM        MiddleWare Process Complete     PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Complete [VOIDTRAN]     Failed
        43423   2/9/2018 5:42 PM        MiddleWare Process Complete     PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Complete [REFUND]       Failed
        43422   2/9/2018 5:42 PM        MiddleWare Response     PDMD\chirsch    psw     MiddleWare      TWO-CWH ProcessType: REFUND
Transaction could not be processed:Gateway Response: 0173 - TRAN NOT ALLOWED
Host Response: TRAN NOT ALLOWED Failed
        43419   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
Void]   Successful
        43418   2/9/2018 5:41 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [VOID]  Not Applicable
        43417   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
Void]   Successful
        43416   2/9/2018 5:41 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [VOIDTRAN]      Not Applicable
        43415   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
Void]   Successful
        43414   2/9/2018 5:41 PM        MiddleWare Process Complete     PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Complete [RESET]        Successful
        43413   2/9/2018 5:41 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [RESET] Not Applicable
        43412   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
RESET]  Successful
        43411   2/9/2018 5:41 PM        MiddleWare Process Complete     PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Complete [SAVECARDTRANSTODB]    Successful
        43410   2/9/2018 5:41 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [SAVECARDTRANSTODB]     Not Applicable
        43409   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
SAVECARDTRANSTODB]      Successful
```

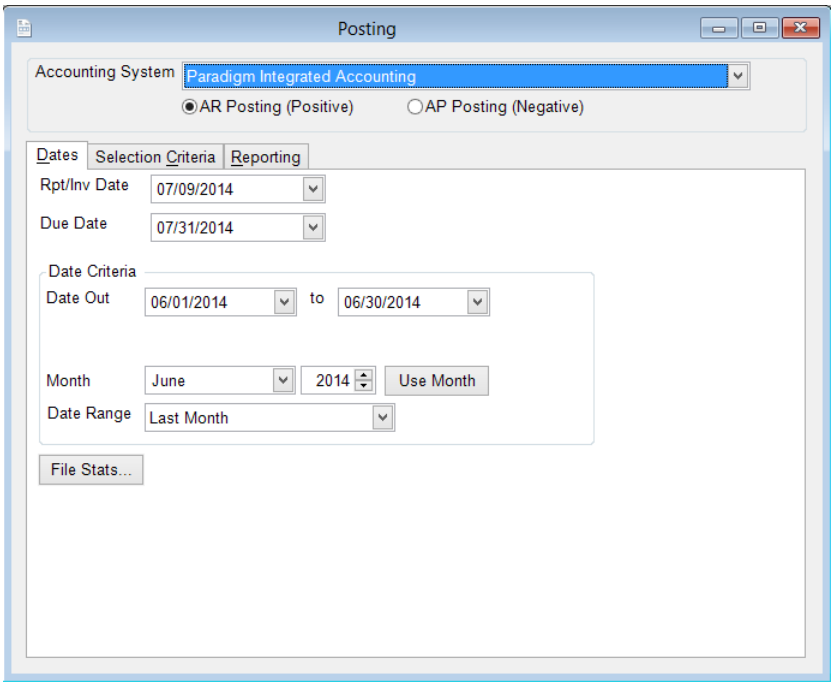
4.4.10.9 Shift Totals



- View near real time or historical shift totals for all table groupings and custom totaling.
- Available Reports
    - Transaction Totals
    - Payments Totals
    - Vehicle Totals
    - Origin Totals
    - Material Totals
    - Destination Totals
    - Special Fee Totals
    - Hour of Day Totals
    - 1/2 Hour of Day Totals
    - Total By Truck
    - Total By Bill Acct
    - Day Of Month
    - WeekDay
    - Month of Year
    - Job Totals
    - Site Totals
    - Day of Year Totals
    - Week of Year Totals
    - Quarter of Year Totals
    - MT by OT Totals

4.4.10.10 Posting (Billing/Invoicing)

Once the data has been approved for billing, the Posting feature within CompuWeigh™ will allow the Customer to create and process their billings. The Posting window is a powerful and highly flexible part of the CompuWeigh™ System.



The user begins by choosing the date and account range for the invoicing run. Then they choose which of the several types of reports to include in the invoice and what information to include on the reports. The user decides what subtotals to include on the reports as well as remittance information for the invoice. As much or as little of this information can be defaulted so that user entry error is minimized.

The user can choose which payment types to include for invoicing. It can be one payment type (such as a charge payment type) or several if the site requires.

The Posting window allows the user to bill the customers and thus remove the need for cash from the operation at the scale house.

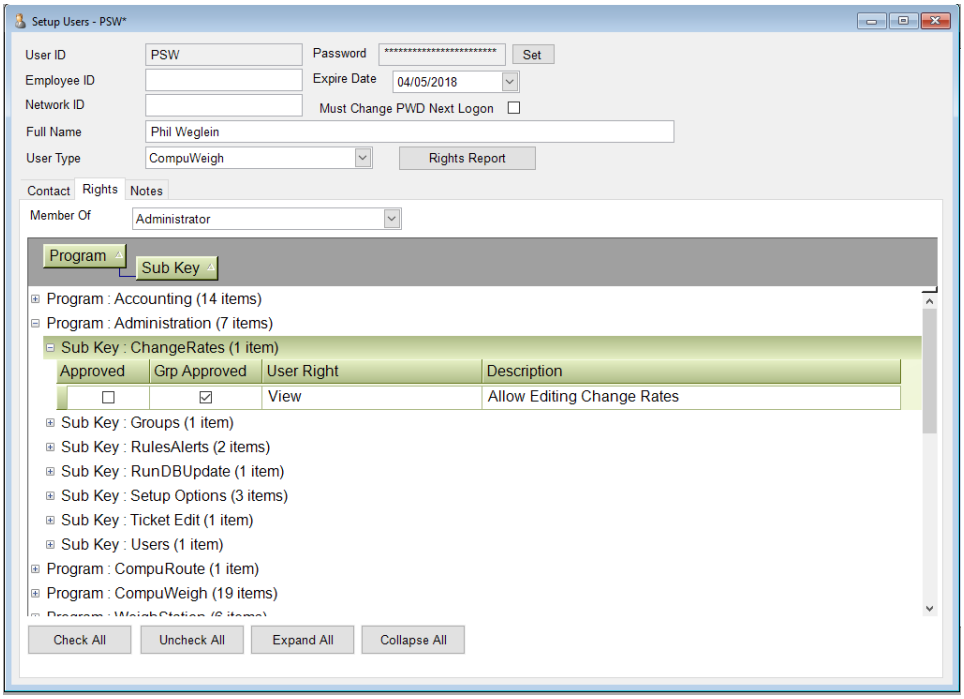
Posting Features:

- Third-party billing export capability.
- Special charges.
- Flexible, user definable rate tables.
- User definable billing ranges of account and billing periods.
- User definable invoices.
- On line hyperlink help.
- Multi-user, site and company capability.
- Many levels of security per program and security within each program.

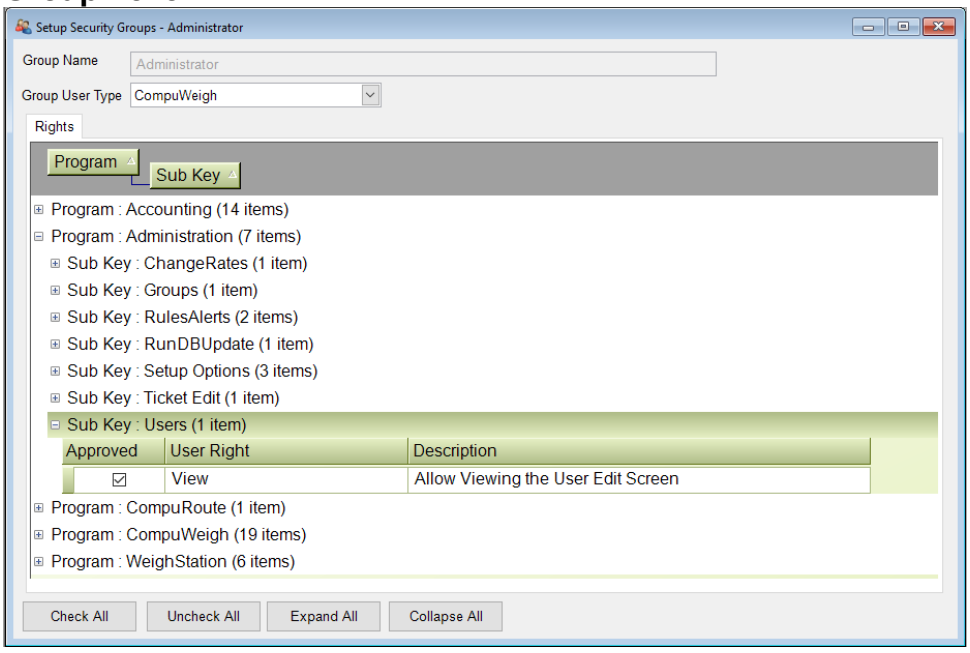
4.4.10.11 System Security

All security options within the CompuWeigh™ System can be enabled on a per user basis or on a group/role level as needed. The security options list can be expanded to meet additional customer's needs. Our system supports the "least privilege" principle.

User Level



Group Level



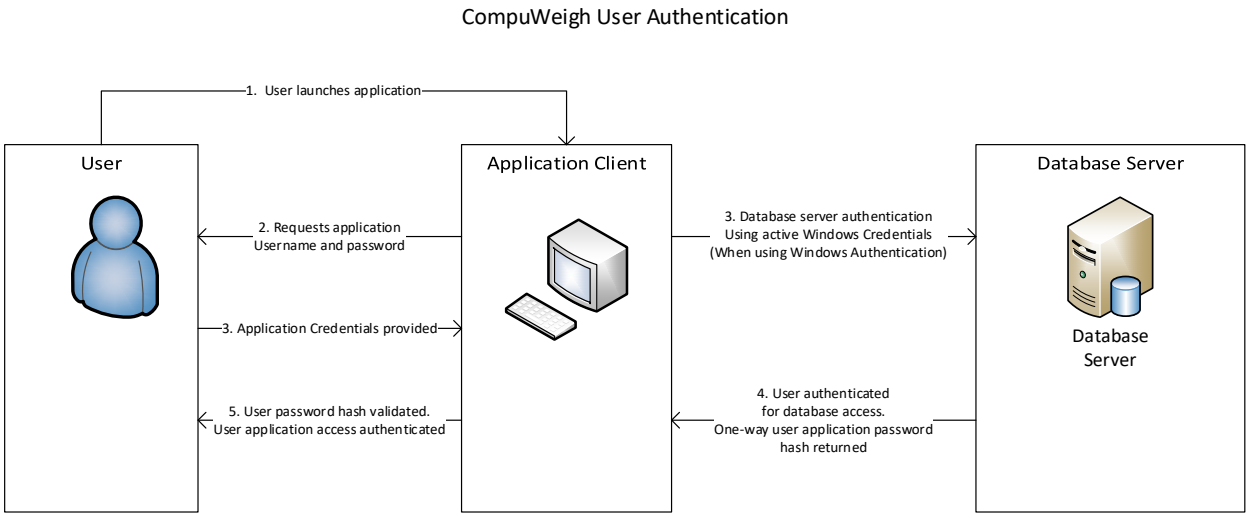
There are currently several User/Group rights used to restrict editing of other user's data. This list can grow based on customer requests.

CompuWeigh	Reporting	Batch Delete Other	Batch - Allow deleting batches Created by Others
CompuWeigh	Reporting	Batch Delete Own	Batch - Allow deleting batches Created by You
CompuWeigh	Reporting	Batch Update Other	Batch - Allow editing batches Created by Others
CompuWeigh	Reporting	Batch Update Own	Batch - Allow editing batches Created by You
CompuWeigh	Reporting	Batch View Other	Batch - Allow viewing batches Created by You
CompuWeigh	Reporting	Delete Other	Allow deleting Reports Created by Others
CompuWeigh	Reporting	Delete Own	Allow deleting Reports Created by You
CompuWeigh	Reporting	Update Other	Allow editing Reports Created by Others
CompuWeigh	Reporting	Update Own	Allow editing Reports Created by You
CompuWeigh	Reporting	View Other	Allow Viewing Reports Created by Others
Administration	Data	View PI Data	Allow Viewing PI (Personal Identification) Data
Administration	Data	Edit PI Data	Allow Editing PI (Personal Identification) Data
WeighStation	Hold	Delete Other	Allow Deleting records from Hold File entered by others
WeighStation	Hold	Delete Own	Allow Deleting records from Hold File entered by you
WeighStation	Void	Void Other	Allow Voiding Transactions entered by others
WeighStation	Void	Void Own	Allow Operator to Void own Transactions

Many of these rights restrict other user from change other users reporting batches or report layouts.

User Authentication

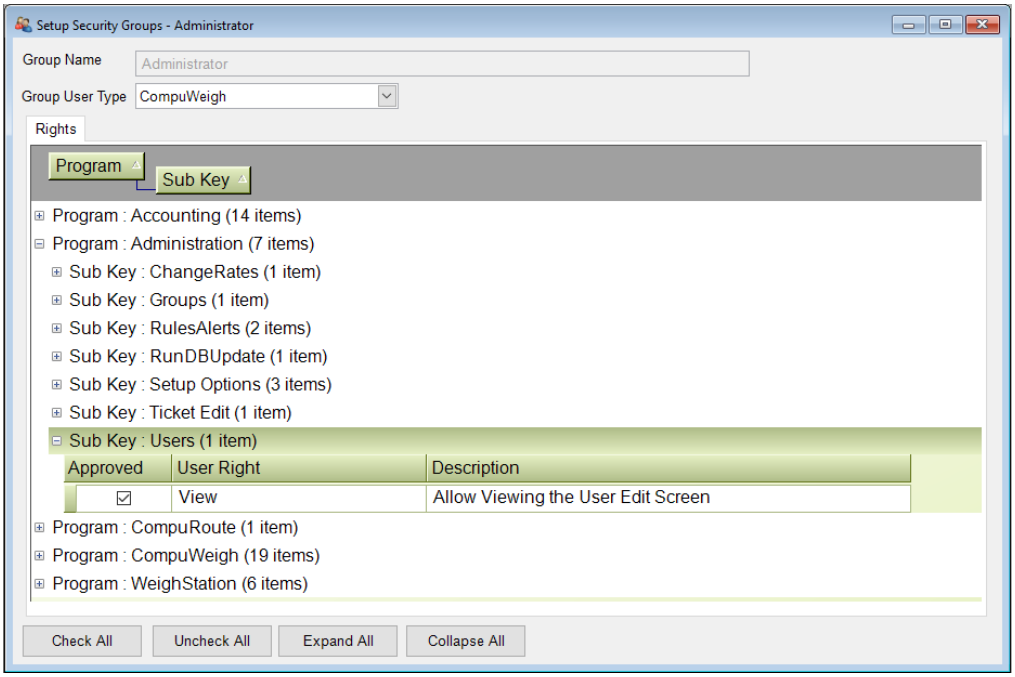
The following is a sample of CompuWeigh User Authentication.

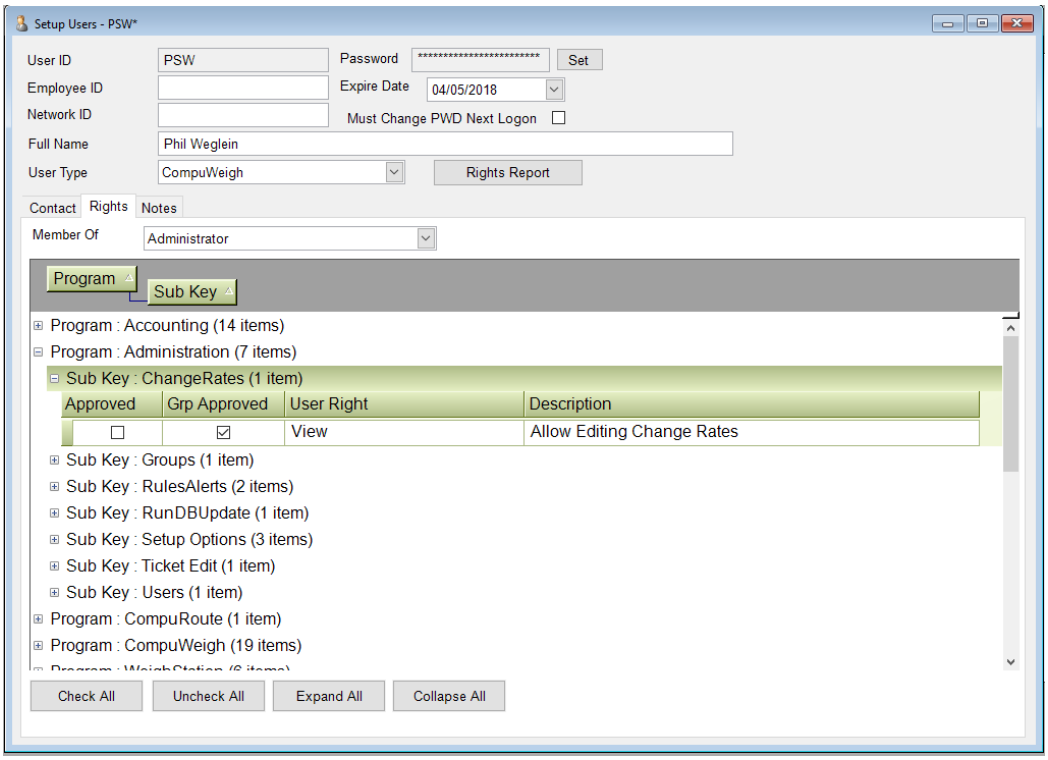


User and Group Rights
CompuWeigh 6 offers group (or Role) based security rights as well as user-based rights. There are over 150 rights currently defined in the system. This list can grow as customers request additional rights within the system.

Some examples of rights are:

Accounting	AccountActivity	View
Accounting	Batch	Delete
Accounting	Batch	ShowAllParams
Accounting	Batch	View
Accounting	Batch	Void
Accounting	ClosePeriod	View
Accounting	CreditMemos	Add
Accounting	CreditMemos	Delete
Accounting	CreditMemos	Post
Accounting	CreditMemos	Update
Accounting	CreditMemos	View
Accounting	CreditMemos	Void



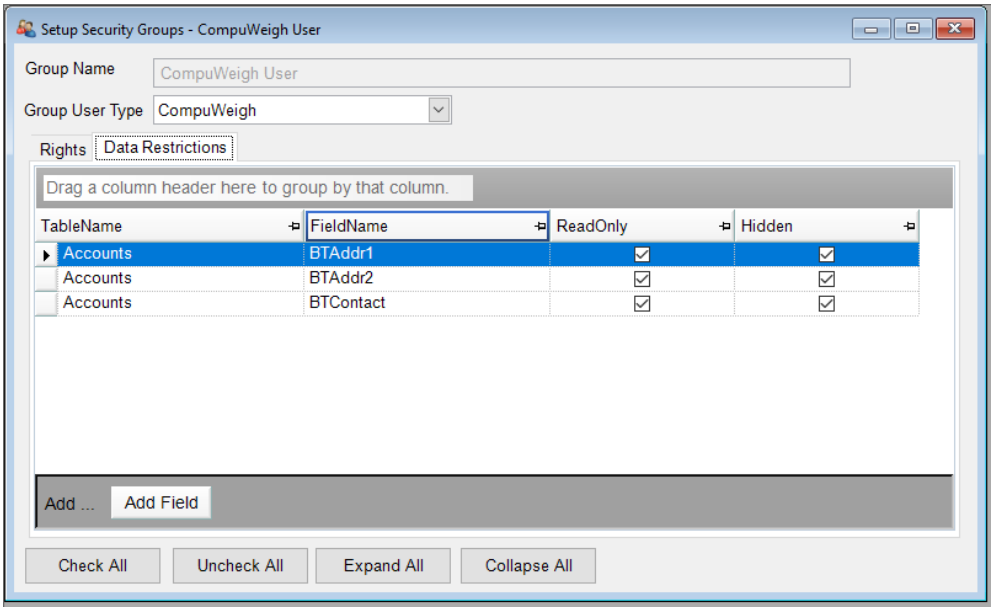


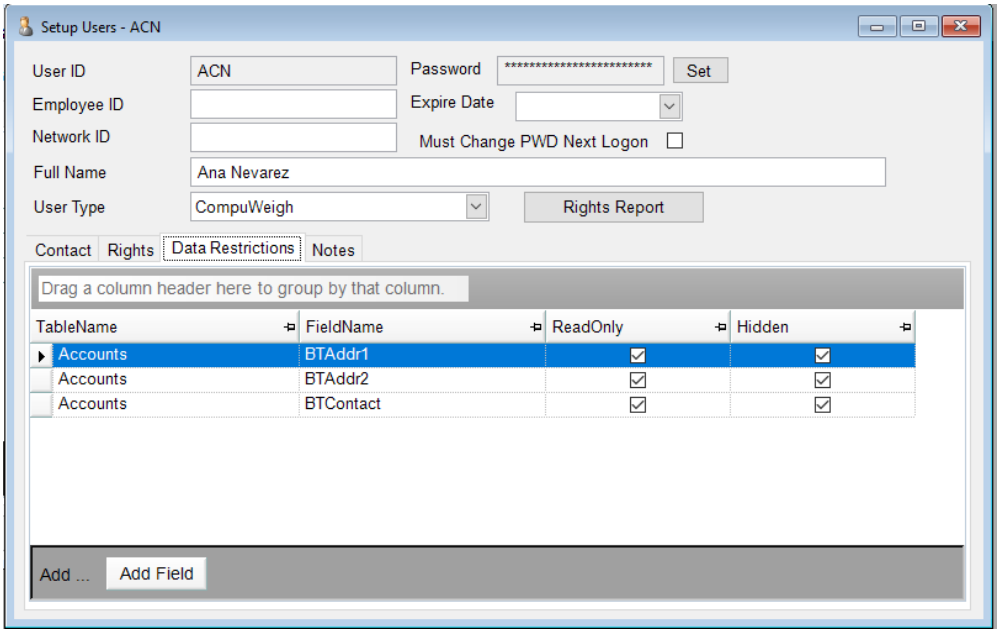
Restrictions Based on Group and User Rights

There are currently several User/Group rights used to restrict editing of other user's data. This list can grow based on customer requests. Many of these rights restrict users from changing other users reporting batches or report layouts.

CompuWeigh	Reporting	Batch Delete Other	Batch - Allow deleting batches Created by Others
CompuWeigh	Reporting	Batch Delete Own	Batch - Allow deleting batches Created by You
CompuWeigh	Reporting	Batch Update Other	Batch - Allow editing batches Created by Others
CompuWeigh	Reporting	Batch Update Own	Batch - Allow editing batches Created by You
CompuWeigh	Reporting	Batch View Other	Batch - Allow viewing batches Created by You
CompuWeigh	Reporting	Delete Other	Allow deleting Reports Created by Others
CompuWeigh	Reporting	Delete Own	Allow deleting Reports Created by You
CompuWeigh	Reporting	Update Other	Allow editing Reports Created by Others
CompuWeigh	Reporting	Update Own	Allow editing Reports Created by You
CompuWeigh	Reporting	View Other	Allow Viewing Reports Created by Others
Administration	Data	View PI Data	Allow Viewing PI (Personal Identification) Data
Administration	Data	Edit PI Data	Allow Editing PI (Personal Identification) Data
WeighStation	Hold	Delete Other	Allow Deleting records from Hold File entered by others
WeighStation	Hold	Delete Own	Allow Deleting records from Hold File entered by you
WeighStation	Void	Void Other	Allow Voiding Transactions entered by others
WeighStation	Void	Void Own	Allow Operator to Void own Transactions

Field Level Restrictions based on Group and User
At the Group and User level individual fields can be restricted to read only or hidden completely.



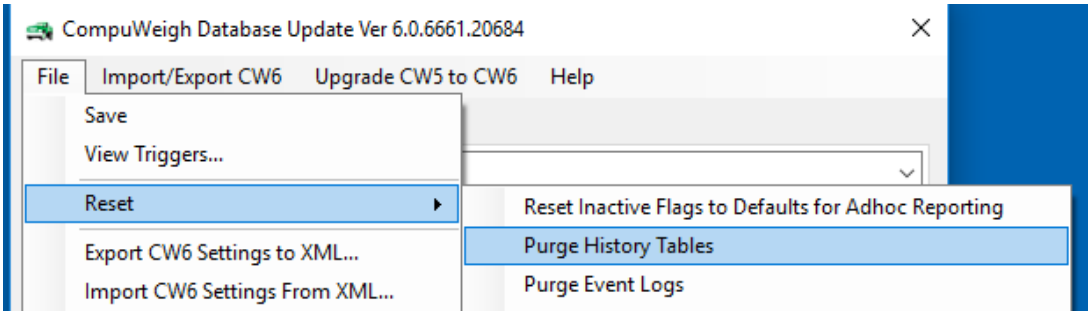


4.4.10.12 Database Software

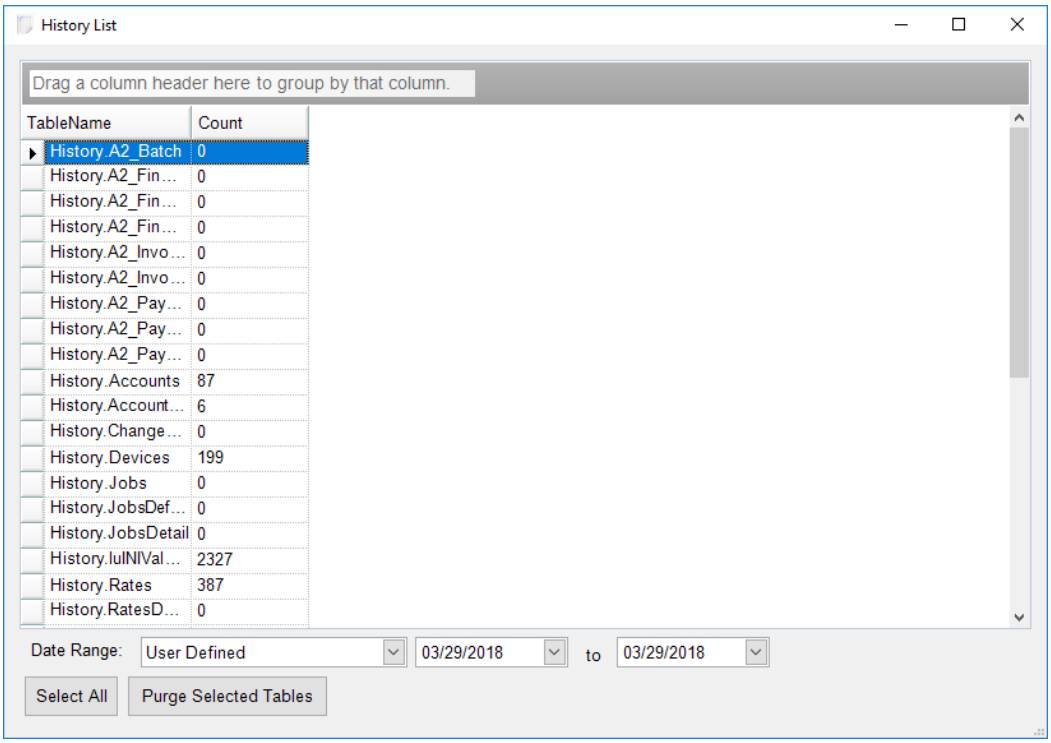
PSLLC is proposing to utilize the Customer provided SQL Server database for this application (or SQL Express). The proposed system will interface to the Customer's Windows® based file server and LAN/WAN so that the scale house will be able to communicate directly with the administrative office computer to exchange information as required using the Message Queuing Module. A single database will be maintained on the network server to allow all computers on the network to access and update files throughout the day as long as the connection is available. The WeighStation computer will be able to process customer transactions, calculate fees, generate tickets and store the information for use by the CompuWeigh™ workstations in the administrative office.

Data Retention and Purging
SQL Server Database can retain as much data as the customer needs to retain based on infrastructure. PSLLC has customers storing in excess of one million transactions in a single database without degradation to performance of the software.

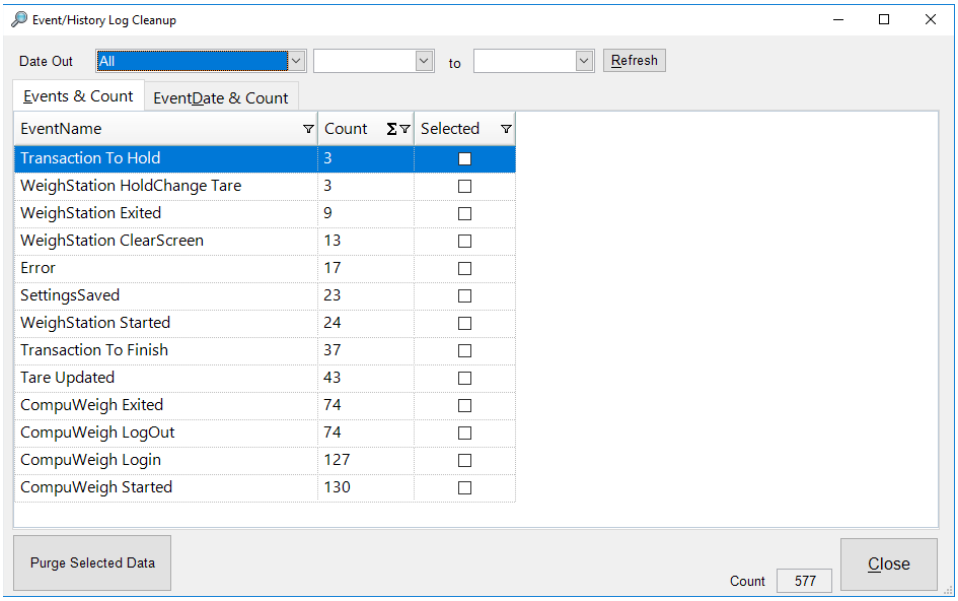
Based on user rights the Database Update application has a function to allow purging History and Log data.



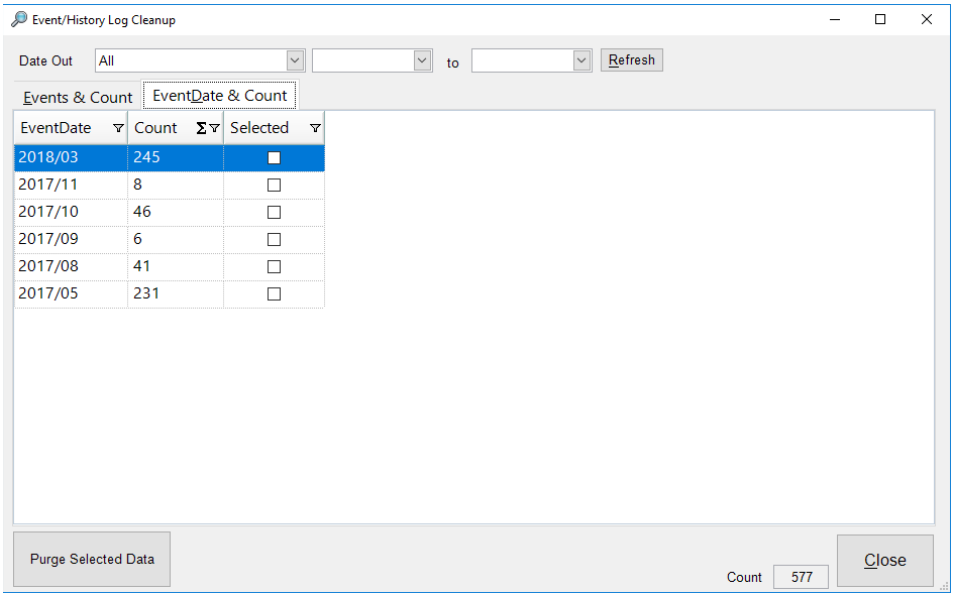
Sample History Purge Form
Individual tables can be selected and can restrict the data to a date range.



Sample Log Purge Form
When purging log records the user can select which messages to purge and can select a date range



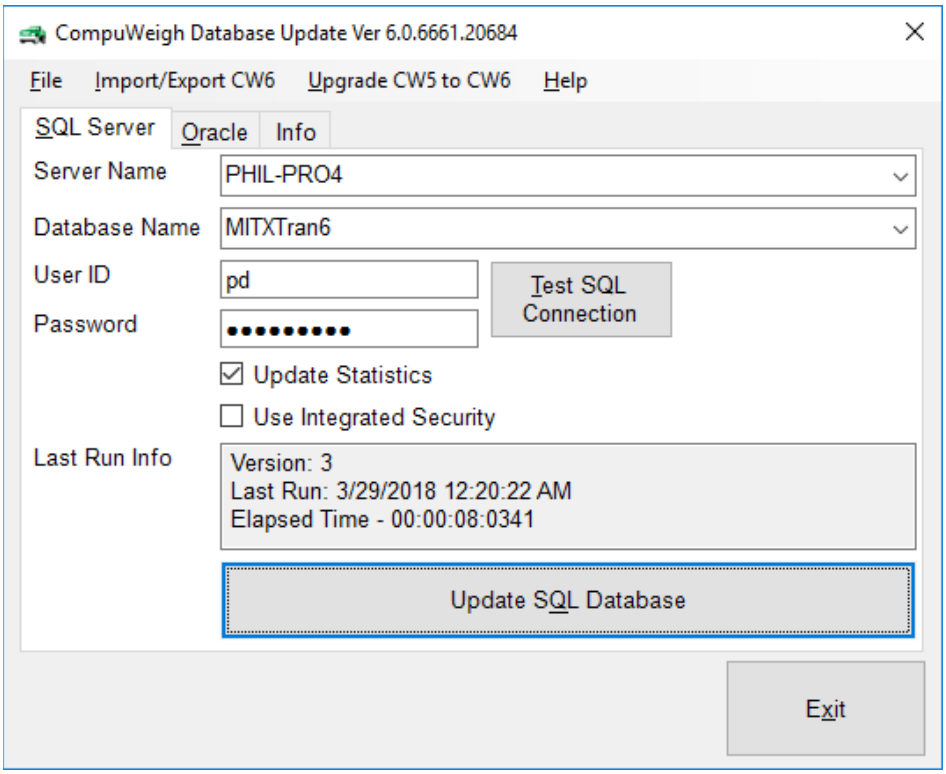
The user can also select by individual date.



DBUpdate and PDTask

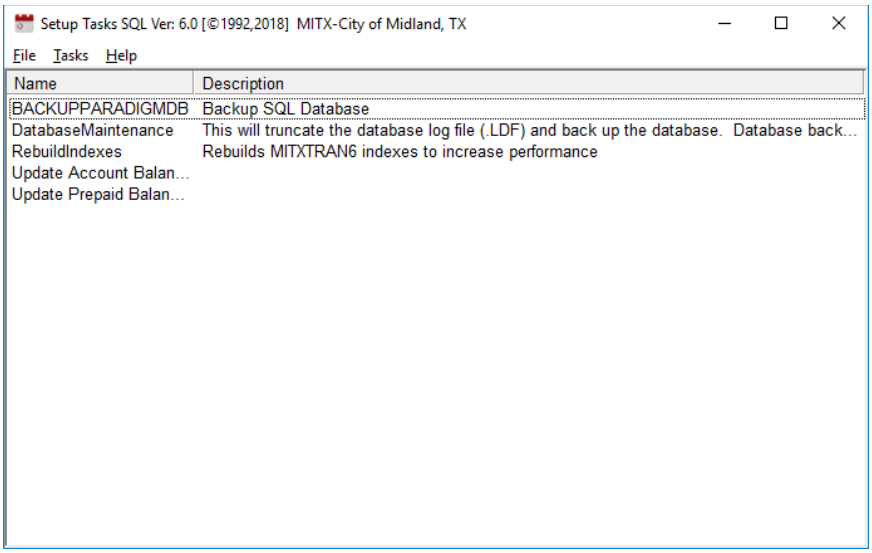
DBUpdate

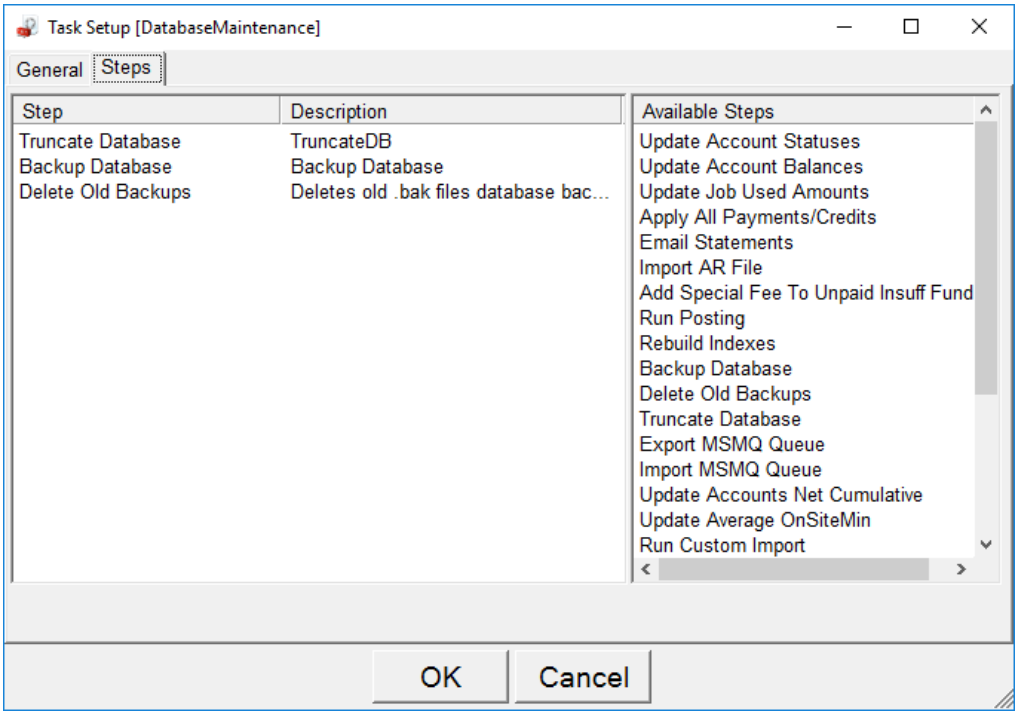
Based on user rights the Database Update application is used to keep all versions of the SQL Server database up to date. It maintains an internal CompuWeigh database schema version so that it only has to update the schema changes since the last time it was run.



PDTasks

The PDTasks application can be configured to perform many common database maintenance chores. For example, this can include but is not limited to backups and rebuilding indexes.





4.4.10.13 Minimum/Recommended System Requirements

The following are the minimum/recommended system requirements for a **server**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	Dual-Core Processor 2.0 GHz	Quad-Core Processor 2.4GHz
Memory	8 GB	16 GB RAM
Hard Drive	250 GB	500 GB SSD: Sequential Read/Write Performance Up to 550MB/s and 520MB/s respectively, and random Read/Write IOPS Performance: Up to 100K and 90K respectively
Operating System	Windows 2012 Server	Windows 2016 Server
SQL Server	SQL Server 2012	SQL Server 2016

The following are the minimum/recommended system requirements for a **workstation**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	Dual-Core Processor 2.0 GHz	Quad-Core Processor 2.4 GHz
Memory	4 GB	8 GB RAM
Hard Drive	160 GB	250 GB
Operating System	Windows 7 Pro (x64)	Windows 10 Pro (x64)
SQL Server	SQL Express	SQL Express
Microsoft Office	Office 2010	Office 2016

NOTE: Minimum System Requirements are based on typical customer configurations and usage. Requirements will vary based on actual configuration and usage.

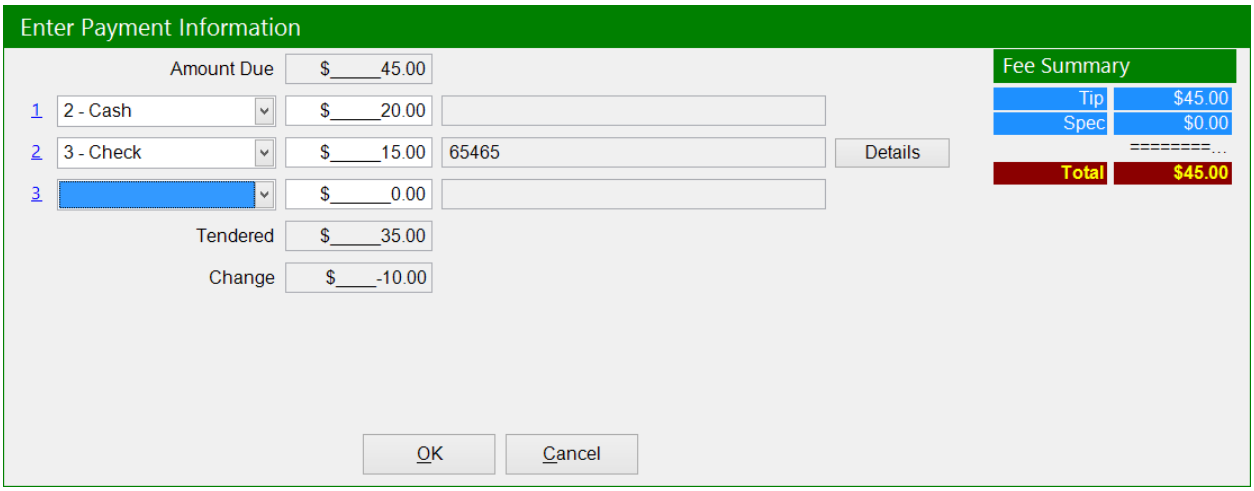
4.4.10.14 Touch Screen Module

The WeighStation program has a touch screen interface which will allow the user to process transactions on a touch screen capable monitor. The customer can purchase their own touch screen monitors or PSLLC can quote them for you.

4.4.10.15 Insufficient Funds / Split Payment Module

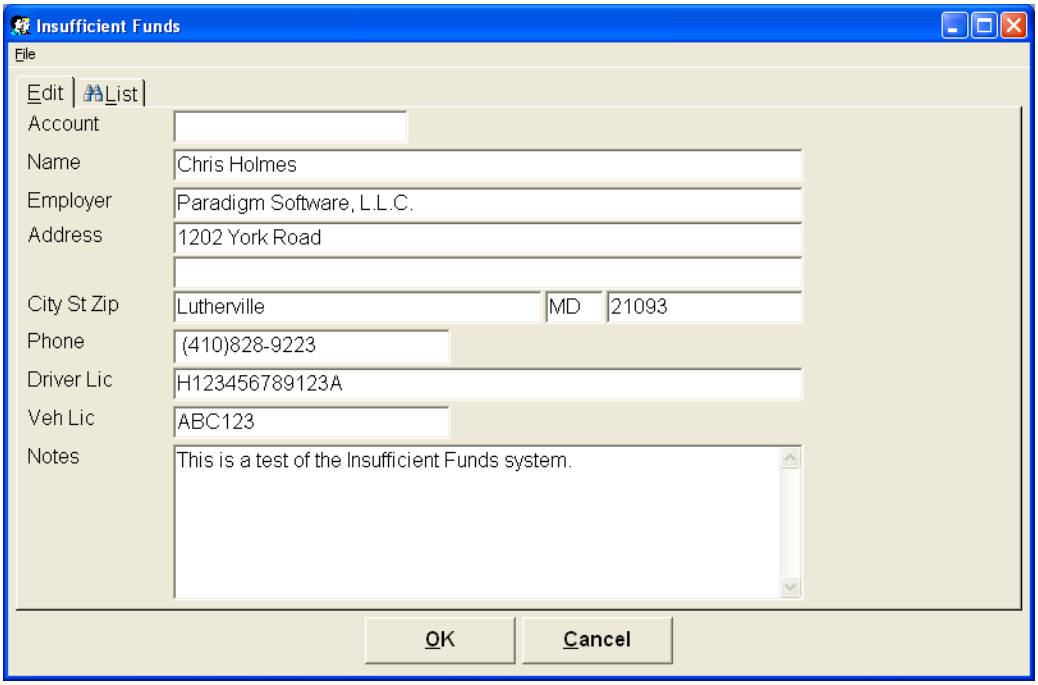
Allows operators to enter up to five different payments methods per transaction and if the customer does not have enough funds to complete the transaction the operator can capture billing information and print additional tickets for the customer to sign.

Upon completing the transaction, the scale house operator would be prompted with a confirmation window and this would allow the entry of multiple forms of payment.



This example shows that the customer paid $20 in cash, $15 with a check and is short $10.00. By selecting the payment type of “Insufficient Funds”, the remaining balance will fill in the currency field and an Insufficient Funds form will pop-up.

This new form will request various pieces of information from the customer, including name (required), employer, address, phone number, driver's license, and license plate. We can complete this field with the incorporation of Driver's License scanning technology.



Once the information is complete, an account number will be auto-generated for the customer. The program returns to the confirmation window and allows the operator to finish the transaction.

Once the transaction is complete, the record will be added to an Insufficient Funds table along with other customers who did not pay their bill in full.

At any point during the day, a customer can come in and make a payment on a previous insufficient funds transaction. At the scale house the operator would press **Ctrl+Y** to access "Pay Insufficient Funds" and highlight the customer that is paying their balance and press enter.

Enter the payment type and amount tendered on the balance and press Enter. Paying off the transaction will remove it from the Insufficient Funds list.

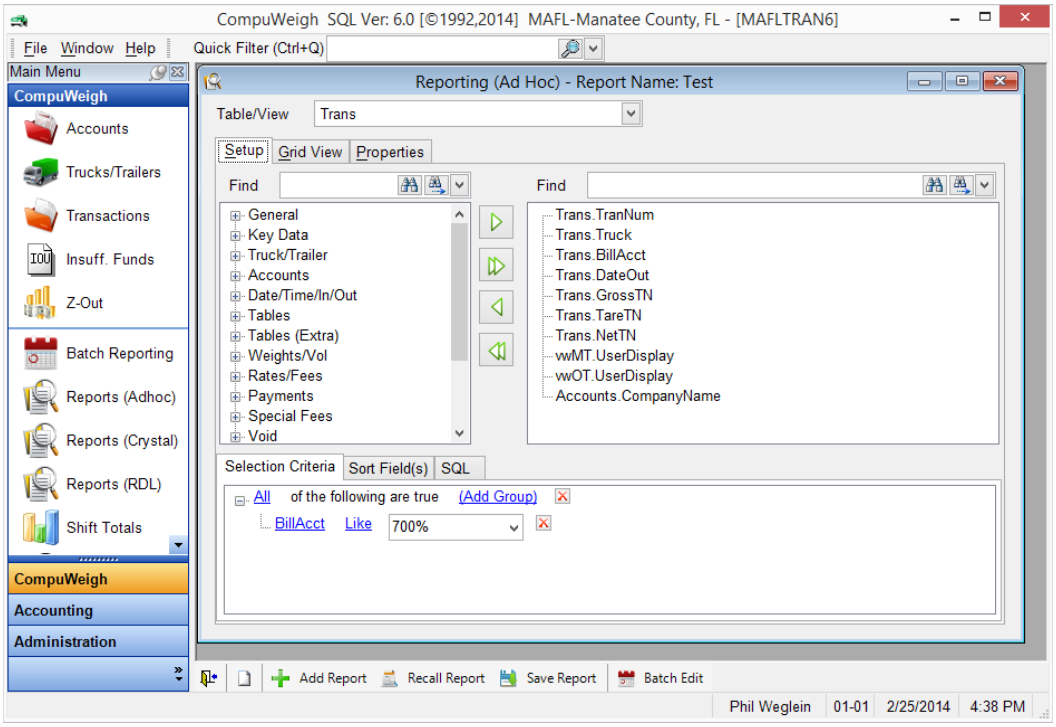
4.4.10.16 Emailing Tickets

Within the application, the Customer has the ability to email tickets directly to a customer through their email client. With this functionality, the Customer can directly send a copy of a ticket(s) to the requested party. This is handled either at the time of the transaction or through a batch process. The Customer has the ability to setup different batch criteria such as Daily, Monthly, etc.

4.4.10.17 Reporting

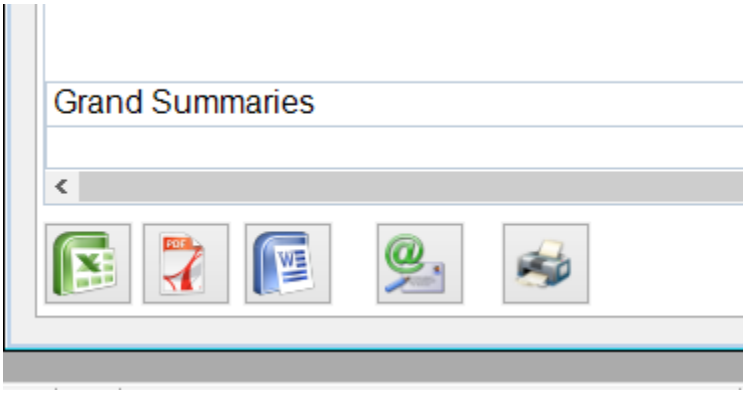
The Reporting functionality within the system is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SQL Server SSRS makes generating reports effortless.

General Report Writer
The General Report Writer, sets the standard in the industry for reporting capability. The field that displays Transaction Table has other tables available for reporting purposes by simply selecting the drop-down arrow.



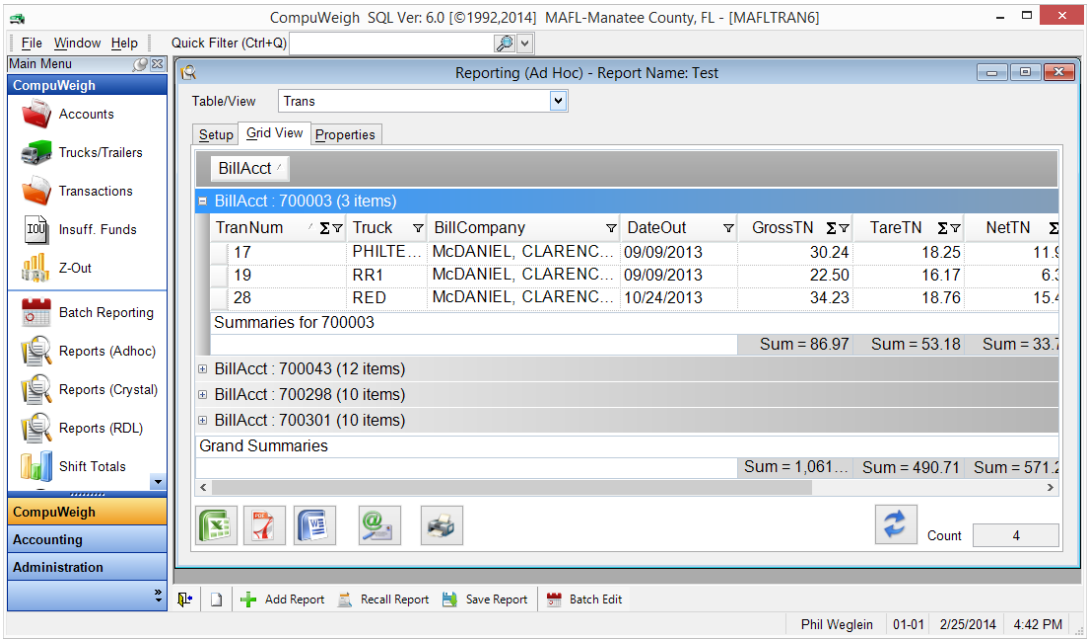
Adhoc Reports
The following Section shows examples of the adhoc report functions.

- Reporting on all primary tables
- Select, limit criteria or sort on any field
- Save and recall any report layout
- Full grouping and subtotaling
- Export to Excel, PDF, Word, email or print



The data collected is only useful when it can be retrieved in a flexible, intuitive way. Since each user has different reporting needs, the CompuWeigh™ System General Report Writer offers the ability to select specific reporting parameters.

All of the fields available to the user are grouped in the upper left list box. The user can move any field into the upper right list box and change the order as desired. By clicking on the Grid View tab, you will generate the report.



All of the fields available to the user in the upper left list box under can also be utilized in the **Selection Criteria** and **Sort Field(s)** box. This enables the user to determine specific ranges of criteria for “sorting and selecting” purposes.

Report templates can be saved and recalled for future use by clicking the **Save Report** and **Recall Report** buttons.

Canned Report Listing

Report Name	ReportTemplateName	Style	ReportEngine
Account Report - Accounts in Acct # Order	Accounts	Detail	AdHoc
Account Report - Accounts in Company Name Order	Accounts	Detail	AdHoc
Insufficient Funds Report - Ins Funds Last Month	InsufficientFunds	Detail	AdHoc
Insufficient Funds Report - Paid Ins Funds Last Month	InsufficientFunds	Detail	AdHoc
Insufficient Funds Report - Unpaid Ins Funds	InsufficientFunds	Detail	AdHoc
Log Report - Account and Truck Deletions	LogDailyEvents	Detail	AdHoc
Log Report - Automated Reporting Status	LogDailyEvents	Detail	AdHoc
Log Report - CompuWeigh Startup and Logon	LogDailyEvents	Detail	AdHoc
Log Report - Credit Card Settlement	LogDailyEvents	Detail	AdHoc
Log Report - Emailing	LogDailyEvents	Detail	AdHoc
Log Report - End of Day Activity	LogDailyEvents	Detail	AdHoc
Log Report - Manual Mode	LogDailyEvents	Detail	AdHoc
Log Report - Reprint Transaction	LogDailyEvents	Detail	AdHoc
Log Report - Services	LogDailyEvents	Detail	AdHoc
Log Report - Void Transaction	LogDailyEvents	Detail	AdHoc
Log Report - WeighStation Screen Cleared	LogDailyEvents	Detail	AdHoc
Log Report - WeighStation Tare Update	LogDailyEvents	Detail	AdHoc
Close Out - Active Transaction Listing	Trans	Detail	AdHoc
Close Out - Cash Transaction Listing	Trans	Detail	AdHoc
Close Out - Check Register	Trans	Detail	AdHoc
Close Out - Inbound Transaction Listing	Trans	Detail	AdHoc
Close Out - Manual Mode Transaction Listing	Trans	Detail	AdHoc
Close Out - Outbound Transaction Listing	Trans	Detail	AdHoc

Close Out - Reprinted Transaction Listing	Trans	Detail	AdHoc
Close Out - Totals by Bill Account	Trans	Summary	AdHoc
Close Out - Totals by Material Type	Trans	Summary	AdHoc
Close Out - Totals by Payment Type	Trans	Summary	AdHoc
Close Out - Transaction Listing	Trans	Detail	AdHoc
Close Out - Transactions with Notes Listing	Trans	Detail	AdHoc
Close Out - Void Transaction Listing	Trans	Detail	AdHoc
Tot Tables - Totals by Bill Account	Trans	Summary	AdHoc
Tot Tables - Totals by Day of Year	Trans	Summary	AdHoc
Tot Tables - Totals by Destination Type	Trans	Summary	AdHoc
Tot Tables - Totals by Haul Account	Trans	Summary	AdHoc
Tot Tables - Totals by Hour of Day	Trans	Summary	AdHoc
Tot Tables - Totals by Material Type	Trans	Summary	AdHoc
Tot Tables - Totals by Month and Year	Trans	Summary	AdHoc
Tot Tables - Totals by MT by OT	Trans	Summary	AdHoc
Tot Tables - Totals by Origin Type	Trans	Summary	AdHoc
Tot Tables - Totals by Payment Type	Trans	Summary	AdHoc
Tot Tables - Totals by Quarter	Trans	Summary	AdHoc
Tot Tables - Totals by SiteCode	Trans	Summary	AdHoc
Tot Tables - Totals by Special Fee	Trans	Summary	AdHoc
Tot Tables - Totals by Transaction Type	Trans	Summary	AdHoc
Tot Tables - Totals by Truck	Trans	Summary	AdHoc
Tot Tables - Totals by Truck and Trailer	Trans	Summary	AdHoc
Tot Tables - Totals by Week	Trans	Summary	AdHoc
Tot Tables - Totals by Weekday	Trans	Summary	AdHoc
Truck Report - Stored Truck List	Trucks	Detail	AdHoc
Truck Report - Template Truck List	Trucks	Detail	AdHoc
Month End Charge Totals By Bill Account			Crystal
Month End Find Missing Transactions			Crystal
Month End PT Totals			Crystal
Operator Cash Report			Crystal
Operator Check Report			Crystal
Zout Deposit			Crystal
Zout Deposit 3inch			Crystal
Zout Summary			Crystal
Zout Supervisor			Crystal
Zout Transfer			Crystal

Example of: Daily Ticket Report

Daily Ticket Report 5/18/2018

TranNum	DateIn	BillAcct&Name		GrossTN	TipFee
4044	02/01/2018	10131	Otero & Sons	7.45	$37.80
4045	02/01/2018	10131	Otero & Sons	8.11	$26.32
4046	02/01/2018	10421	MCT Waste	17.05	$20.50
4047	02/01/2018	10002	CASH	10.14	$80.92
4048	02/01/2018	10152	Clinger Builders	15.75	$212.24
4049	02/01/2018	10098	J3 System	8.05	$77.56
4050	02/01/2018	10002	CASH	5.78	$8.96
4051	02/01/2018	10002	CASH	3.77	$23.24
4052	02/01/2018	10369	WDS	19.16	$87.40
4053	02/01/2018	10130	MRGCD	5.70	$13.11
4054	02/01/2018	10098	J3 System	9.96	$90.72
4055	02/01/2018	10002	CASH	10.42	$28.28
4056	02/01/2018	10204	Rhino Roofing Inc.	8.48	$76.72
4057	02/01/2018	10369	WDS	29.20	$290.03
4058	02/01/2018	10369	WDS	23.83	$161.69
4059	02/01/2018	10421	MCT Waste	22.04	$96.76
4060	02/01/2018	10172	Weil Construction Inc.	6.83	$10.36
4061	02/01/2018	10475	Bar J Trucking Inc	36.43	$482.22
4062	02/01/2018	10002	CASH	7.41	$29.68
4063	02/01/2018	10475	Bar J Trucking Inc	33.38	$427.70
4064	02/01/2018	10040	Leescapes Inc.	18.99	$274.75
4065	02/01/2018	10172	Weil Construction Inc.	6.95	$14.84
4066	02/01/2018	10002	CASH	8.14	$43.12
4067	02/01/2018	10002	CASH	7.65	$33.60
4068	02/01/2018	10131	Otero & Sons	7.60	$20.16
4069	02/01/2018	10091	VLS	7.37	$11.73
4070	02/01/2018	10002	CASH	8.22	$62.72
4071	02/01/2018	10395	L Mora Trash Hauling	22.99	$142.43

Example of: Totals Tables – Totals by Payment Type

May 18,2018 12:12 PM

Totals

Totals by Payment Type
(((Trans.DateOut BETWEEN '2018-02-01' AND '2018-04-30')
AND (Trans.Void = 0)))

PT	PTLabel	Count	PTTotalFee
1	Charge on Account	2851	$336,383.46
2	Cash	1129	$50,475.67
3	Check	48	$3,530.29
4	No Charge	4	$0.00
5	Credit Card	1270	$66,761.80
9	Insufficient Funds	6	$148.42
Grand Summaries			
		Sum = 5308	Sum = $457,299.64

Example of: Totals Tables – Totals by Material Type

Totals

Totals by Material Type
(((Trans.DateOut BETWEEN '2018-02-01' AND '2018-04-30')
AND (Trans.Void = 0)))

MT	MTLabel	Count	NetSTN	DetailTotalFee
100	C&D	4777	14,230.15	$418,704.19
200	Clean Fill	45	159.76	$4,742.89
300	Green Waste	454	996.76	$30,881.99
400	Mobile Homes	1	0.00	$345.28
500	Stumps	9	21.84	$1,346.48
999	Not Specified	5	0.00	$128.81
Grand Summaries				
		Sum = 5291	Sum = 15,408.51	Sum = $456,149.64

Example of: Z-Out Deposit

Operator: DV
Date/Time: 2018-02-26 16:36:05 **Bag:** 2
Site Code: LF

Bills			Coins			Coins			
$100 x	9 =	$900	$1.00 x	0 =	$0.00	$1.00 x	0 x	25 =	$0.00
$50 x	5 =	$250	$0.50 x	0 =	$0.00	$0.50 x	0 x	20 =	$0.00
$20 x	41 =	$820	$0.25 x	0 =	$0.00	$0.25 x	0 x	40 =	$0.00
$10 x	4 =	$40	$0.10 x	32 =	$3.20	$0.10 x	0 x	50 =	$0.00
$5 x	8 =	$40	$0.05 x	2 =	$0.10	$0.05 x	0 x	40 =	$0.00
$1 x	45 =	$45	$0.01 x	12 =	$0.12	$0.01 x	0 x	50 =	$0.00
Sub Total:		**$2095**	**Sub Total:**		**$3.42**	**Sub Total:**			**$0.00**

Cash Total: **$2098.42**

Checks

1418	$241.57	1449	$53.21	5719	$94.64

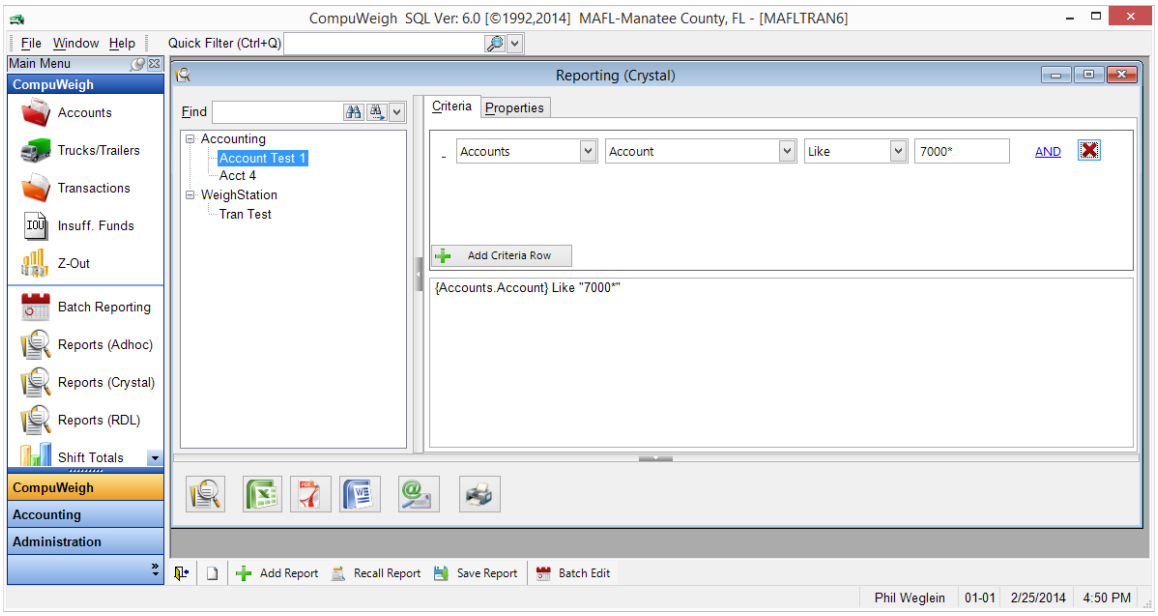
Checks Count: 3 **Checks Total:** **$389.42**

	Operator	Computer	Difference
1 - Charge on Account	$11216.91	$11216.91	$0.00
2 - Cash	$2098.42	$1941.79	$156.63
3 - Check	$389.42	$389.42	$0.00
4 - No Charge	$0.00	$0.00	$0.00
5 - Credit Card	$952.72	$952.72	$0.00
9 - Insufficient Funds	$0.00	$0.00	$0.00
	$14,657.47	**$14,500.84**	**$156.63**

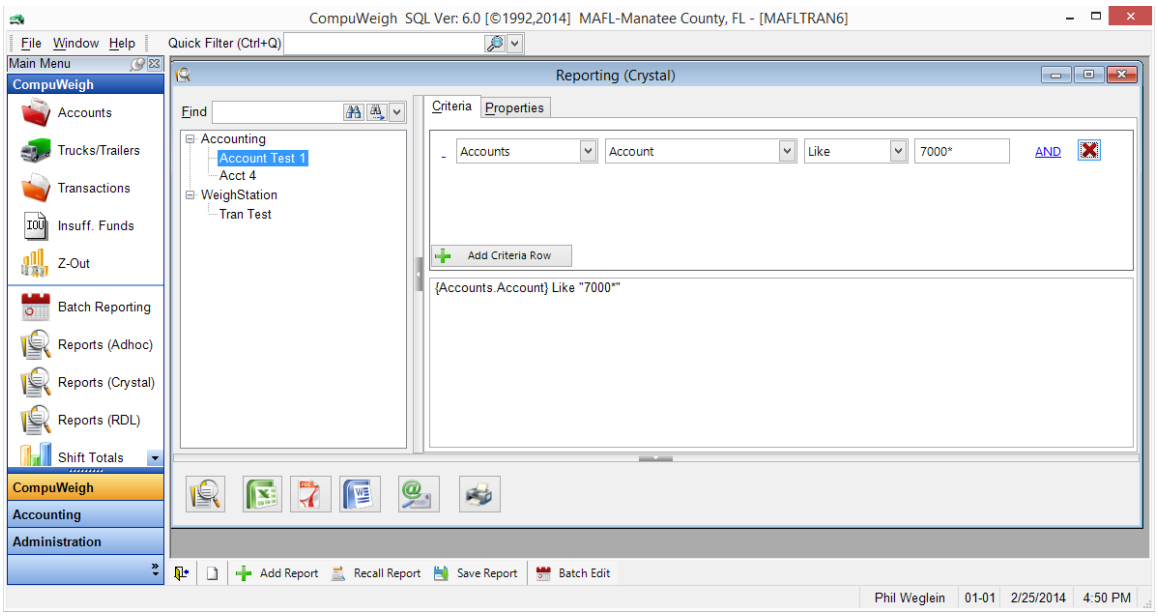
Starting Cash: **$176.72**
Cash Total: **$2098.42**
Checks Total: **$389.42**
Grand Total: **$2,487.84**

Crystal Reports

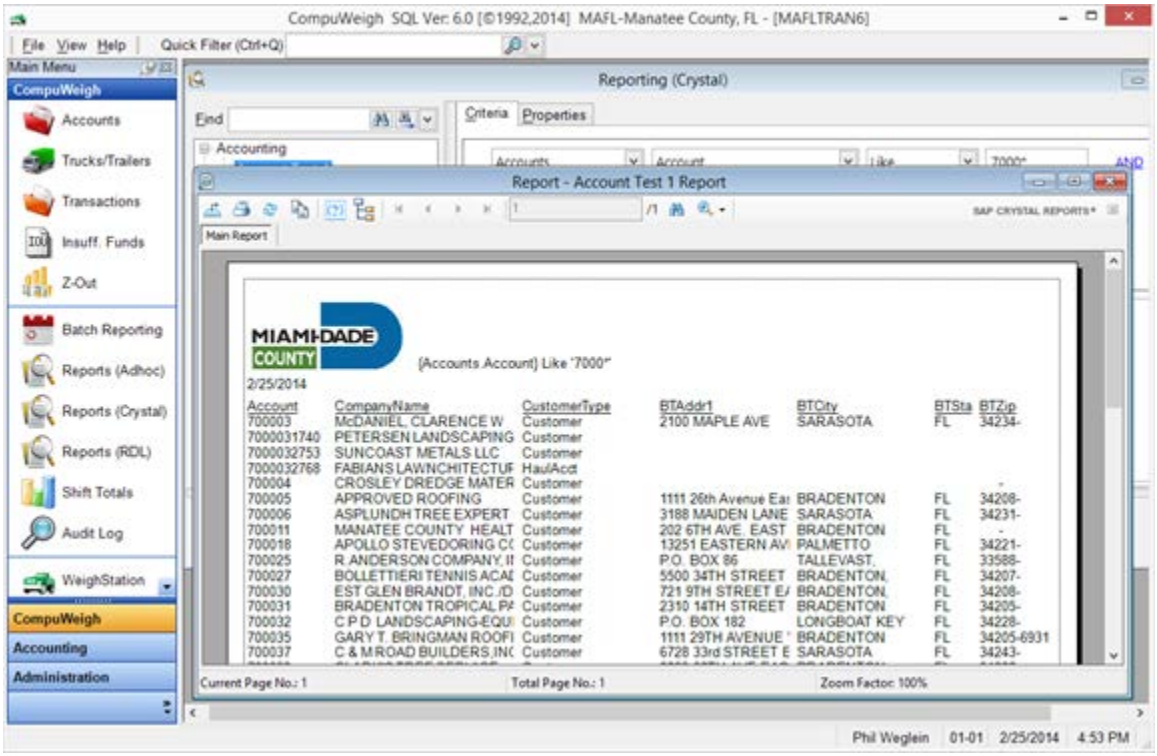
The CompuWeigh™ System supports Crystal Reporting as an option to the General Report Writer functionalities. A Crystal Report viewer comes with the application and the PSLLC staff is able to assist the Customer in creating additional reports in a “not to exceed” cost arrangement if requested.



- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

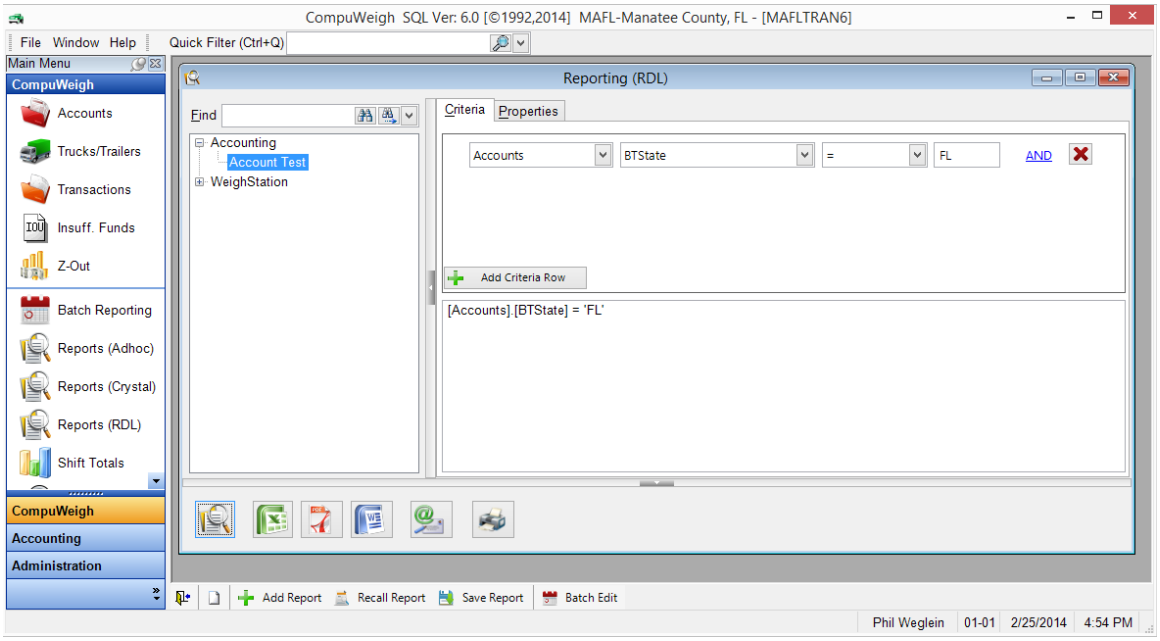


- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

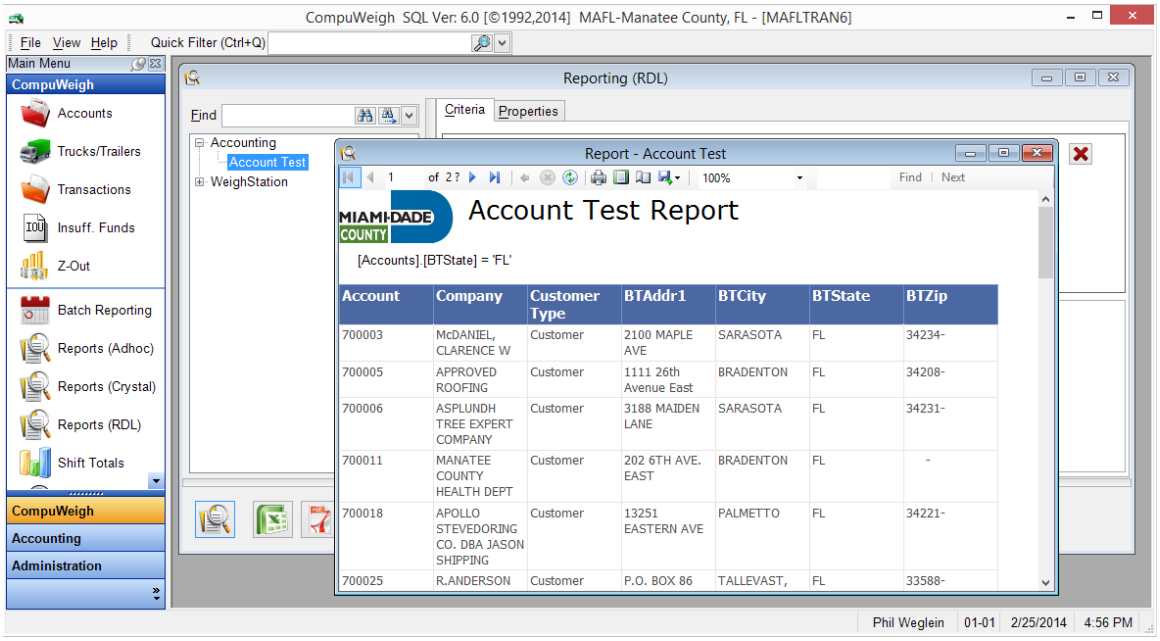


Microsoft SQL Server SSRS and RDL Reports

The following Section shows examples of the Microsoft SQL Server SSRS and RDL Reporting features.

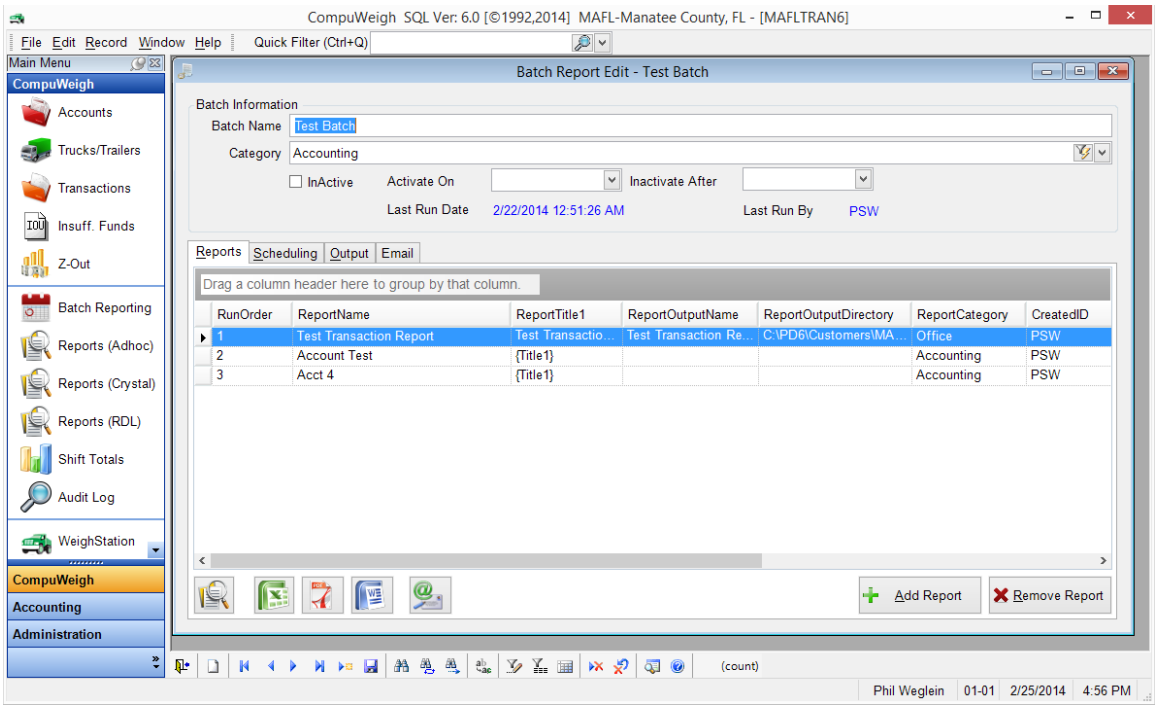


- Create SSRS RDL reports using pre-defined templates or from scratch or using the SQL report builder.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

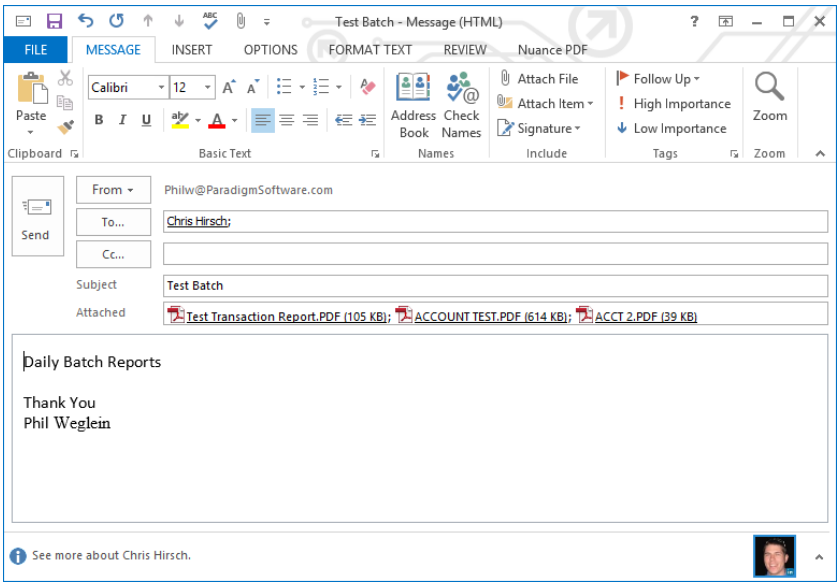


Batch Reporting

The system has the ability to allow users to create batches of reports that can be run simultaneously and also to be scheduled to run at a specified time period then email to a selected list of individuals.

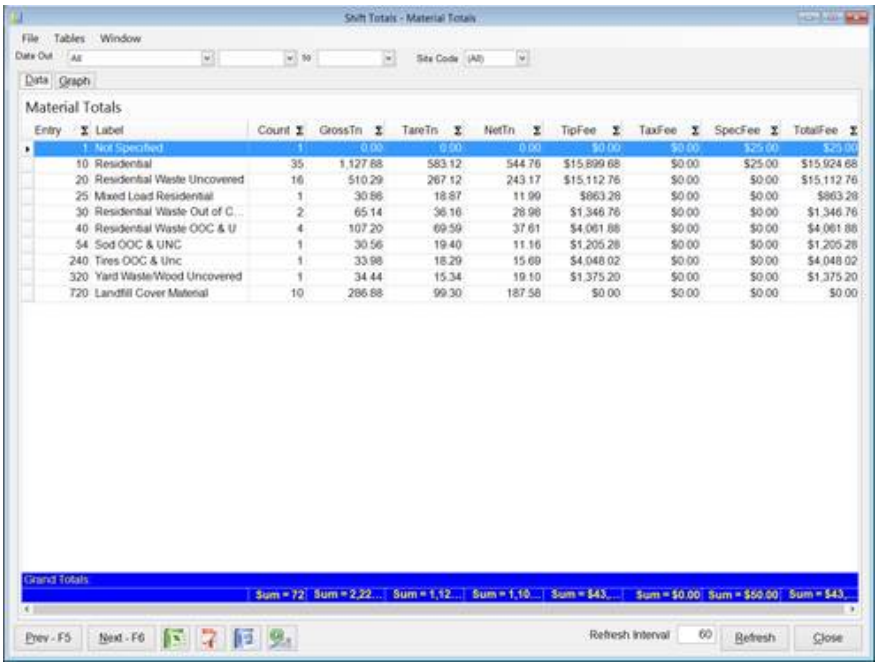


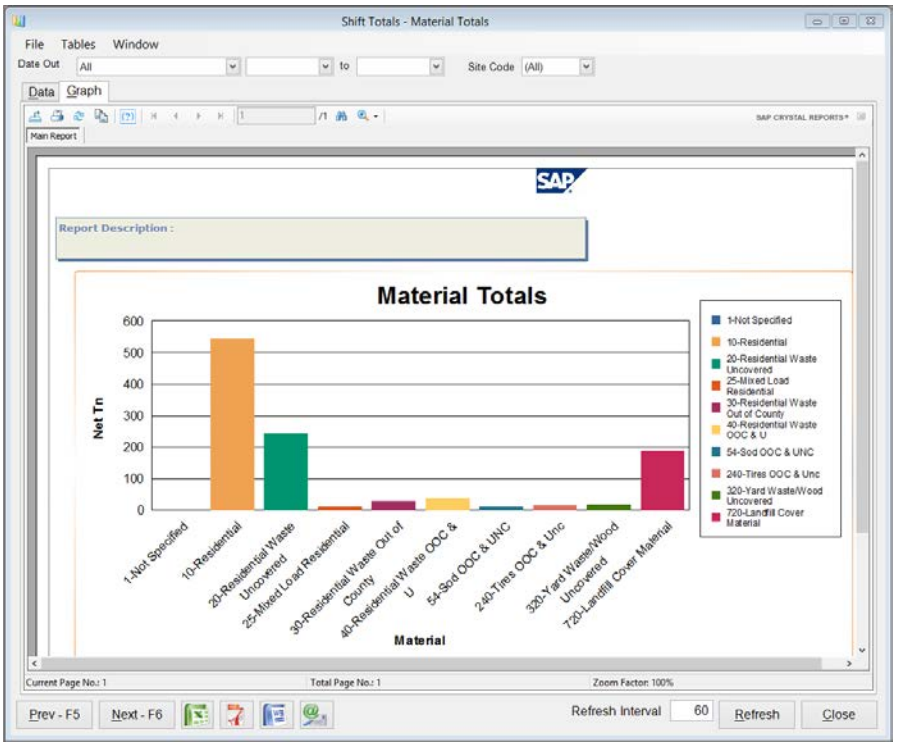
- Create an unlimited number of batch reports which can run an unlimited number of Adhoc, Crystal or SSRS reports as a single group.
- Schedule the reports to automatically run based on a user defined schedule
- Output all of the reports to Email, File, Screen or Printer



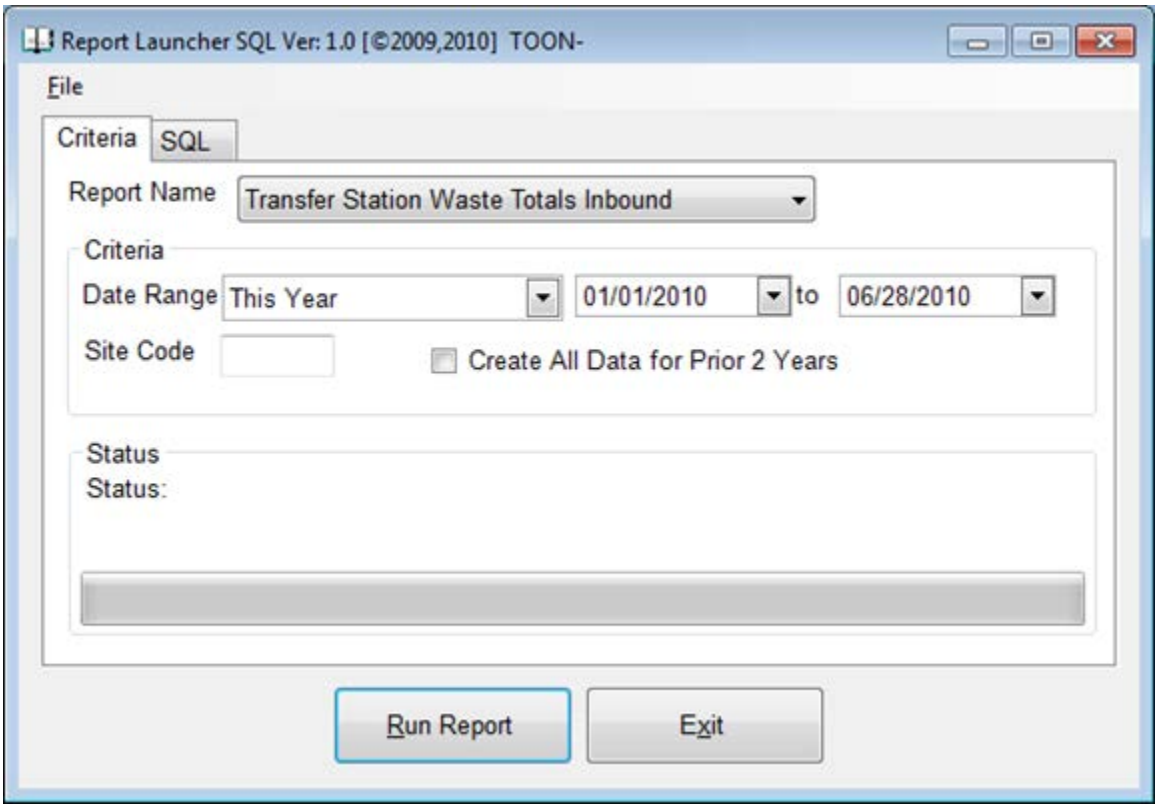
Totals Reports

The system has the ability to generate totals reports and has the same exporting functionatlities. The totals reports also have the ability to display the data in a graph format as seen below.





Custom Reporting Tool
The custom reporting module is included in CW6.



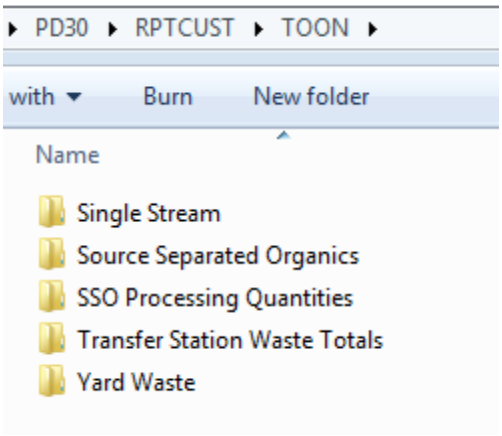
1. Select report to create.
2. Select Date Range
3. “Create all Data for prior 2 years” – if this is checked then the program will create all of the data for the selected year and the prior two years. This will allow the program to create the data for any three-year period.
4. Press Run Report to have the spreadsheet opened and the data loaded into the correct worksheets.

Report List

Transfer Station Waste Totals Inbound
Transfer Station Waste Totals Outbound
SSRM
SSRM Processing Out
SSRM Processing In
SSO Inbound
SSO Processing Out
SSO Processing In
Yard Waste Inbound
Yard Waste Processing

Required Folders and Spreadsheet

- Create \PD\RptCust\TOON folder
- Create the following folders under the TOON folder



\PD\RPTCUST\TOON\Transfer Station Waste Totals\
Inbound Transfer Station Totals - PD.xlsx
Outbound Transfer Station Totals - PD.xlsx

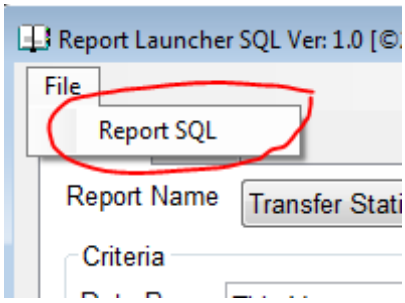
\PD\RPTCUST\TOON\Single Stream\
Single Stream Inbound - PD.xlsx
SSRM Processing In - PD.xlsx
SSRM Processing Out - PD.xlsx

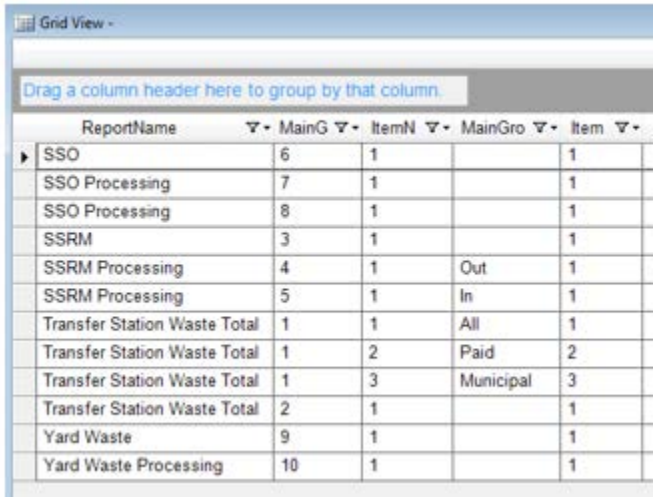
\PD\RPTCUST\TOON\Source Separated Organics\
SSO Inbound - PD.xlsx

\PD\RPTCUST\TOON\Yard Waste\
Yard Waste Inbound - PD.xlsx
Yard Waste Processing - PD.xlsx

Criteria

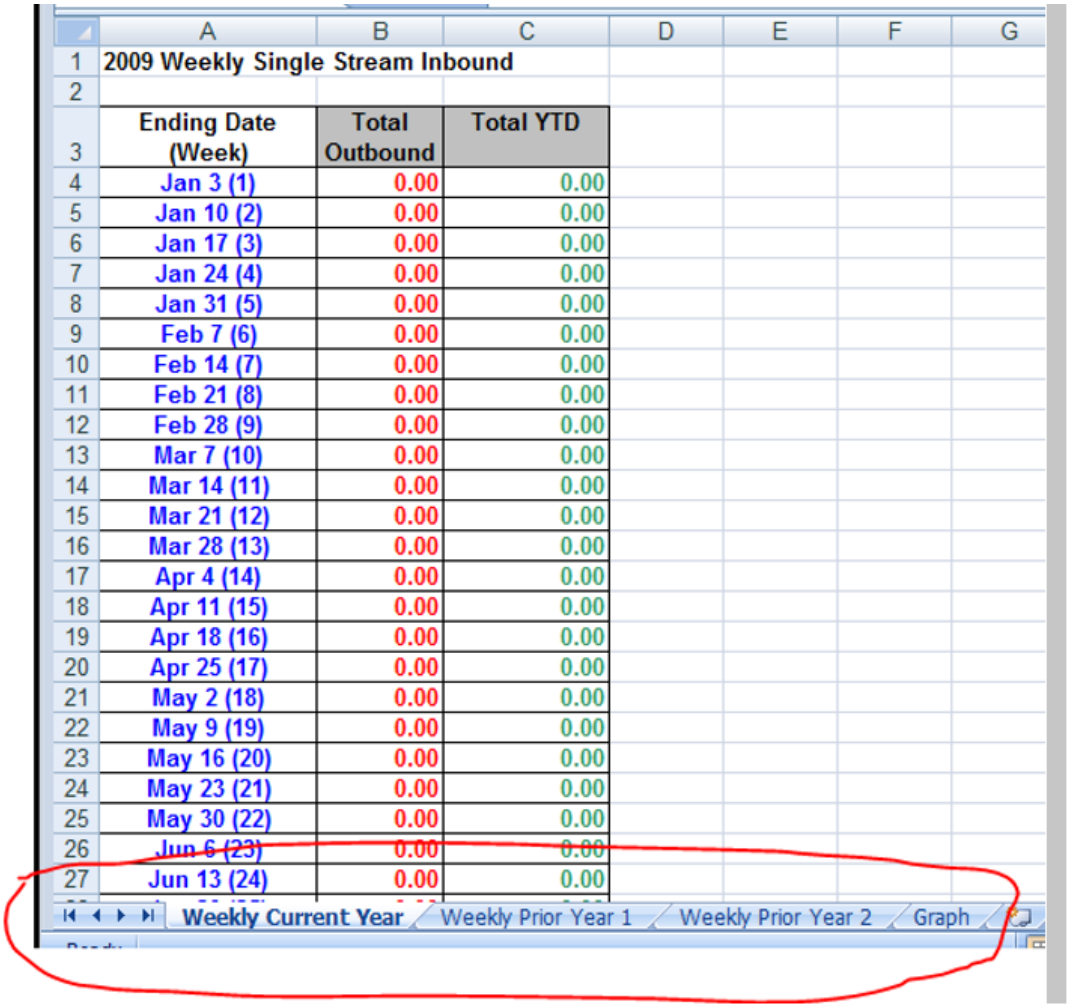
Report criteria can be edited using an integrated data grid.





ReportName	MainG	ItemN	MainGro	Item
SSO	6	1		1
SSO Processing	7	1		1
SSO Processing	8	1		1
SSRM	3	1		1
SSRM Processing	4	1	Out	1
SSRM Processing	5	1	In	1
Transfer Station Waste Total	1	1	All	1
Transfer Station Waste Total	1	2	Paid	2
Transfer Station Waste Total	1	3	Municipal	3
Transfer Station Waste Total	2	1		1
Yard Waste	9	1		1
Yard Waste Processing	10	1		1

Sample Spreadsheets Created for Customers



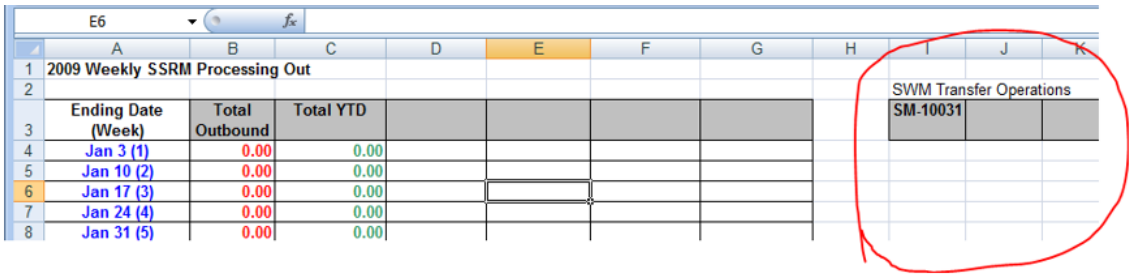
	A	B	C	D	E	F	G
1	2009 Weekly Single Stream Inbound						
2							
3	Ending Date (Week)	Total Outbound	Total YTD				
4	Jan 3 (1)	0.00	0.00				
5	Jan 10 (2)	0.00	0.00				
6	Jan 17 (3)	0.00	0.00				
7	Jan 24 (4)	0.00	0.00				
8	Jan 31 (5)	0.00	0.00				
9	Feb 7 (6)	0.00	0.00				
10	Feb 14 (7)	0.00	0.00				
11	Feb 21 (8)	0.00	0.00				
12	Feb 28 (9)	0.00	0.00				
13	Mar 7 (10)	0.00	0.00				
14	Mar 14 (11)	0.00	0.00				
15	Mar 21 (12)	0.00	0.00				
16	Mar 28 (13)	0.00	0.00				
17	Apr 4 (14)	0.00	0.00				
18	Apr 11 (15)	0.00	0.00				
19	Apr 18 (16)	0.00	0.00				
20	Apr 25 (17)	0.00	0.00				
21	May 2 (18)	0.00	0.00				
22	May 9 (19)	0.00	0.00				
23	May 16 (20)	0.00	0.00				
24	May 23 (21)	0.00	0.00				
25	May 30 (22)	0.00	0.00				
26	Jun 6 (23)	0.00	0.00				
27	Jun 13 (24)	0.00	0.00				

Weekly Current Year | Weekly Prior Year 1 | Weekly Prior Year 2 | Graph

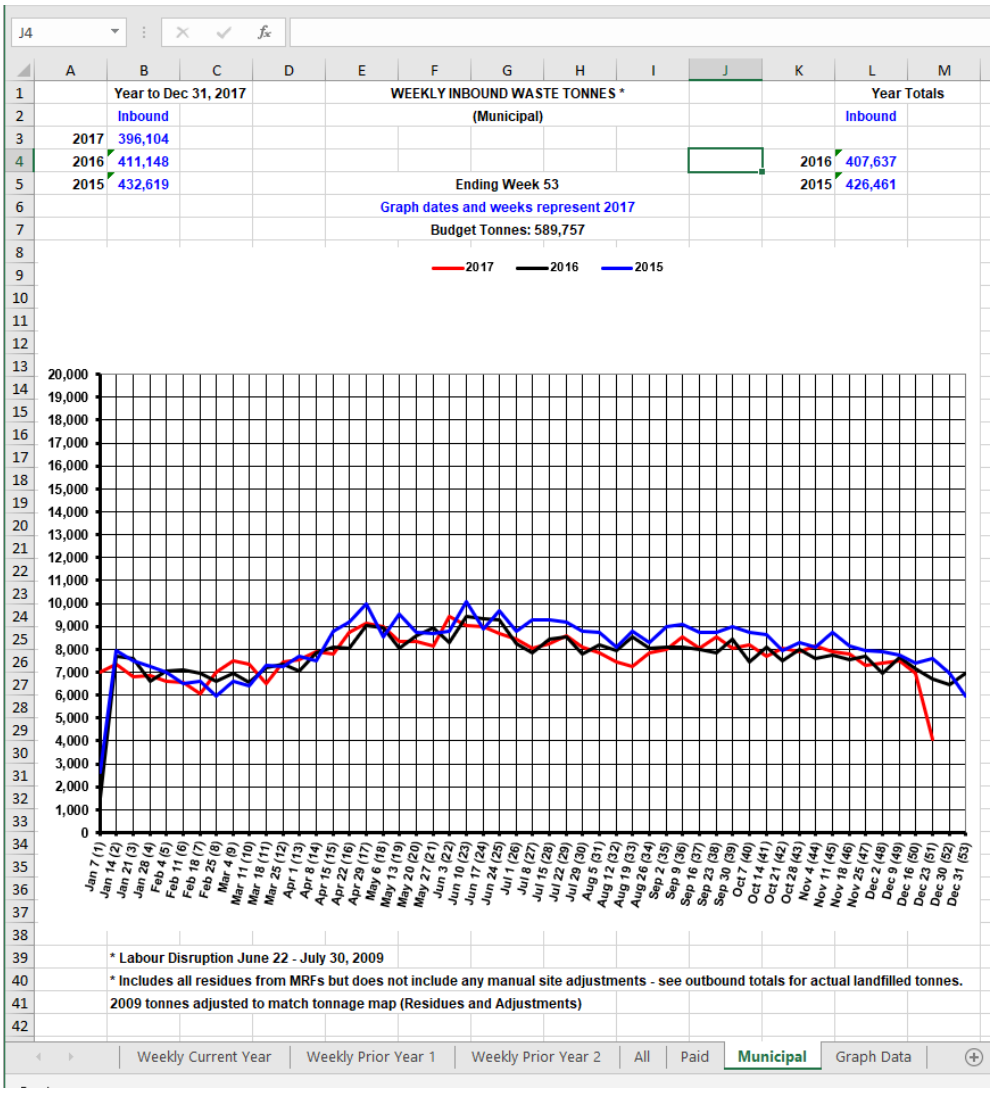
All spreadsheets are standardized with at least 3 worksheets.

- Weekly Current Year
- Weekly Prior Year 1
- Weekly Prior Year 2
- Graph

If the report has the totals broken down by week and by account the data will start in column I



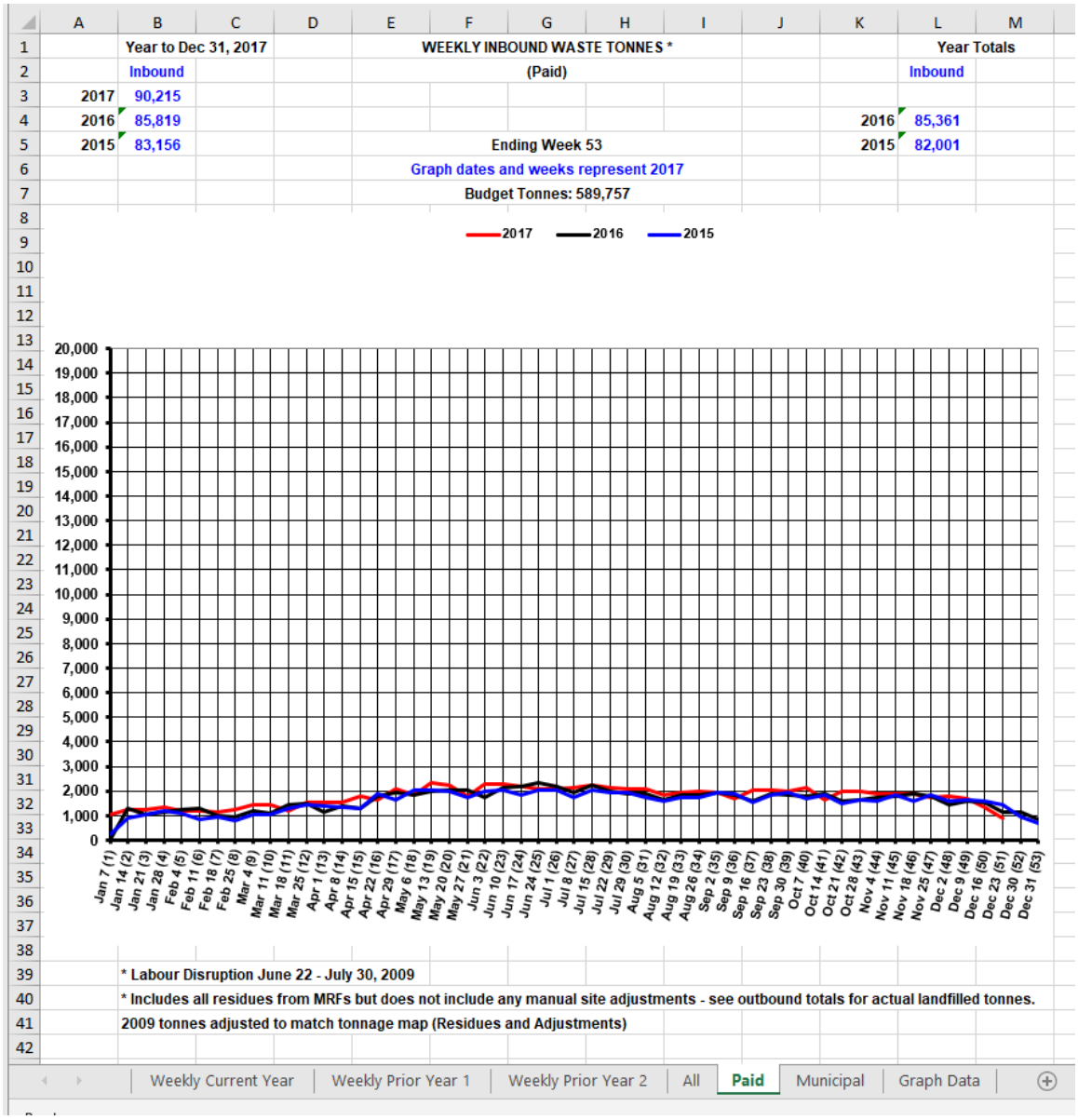
	A	B	C	D	E	F	G	H	I	J	K
1	2009 Weekly SSRM Processing Out										
2									SWM Transfer Operations		
3	Ending Date (Week)	Total Outbound	Total YTD						SM-10031		
4	Jan 3 (1)	0.00	0.00								
5	Jan 10 (2)	0.00	0.00								
6	Jan 17 (3)	0.00	0.00								
7	Jan 24 (4)	0.00	0.00								
8	Jan 31 (5)	0.00	0.00								

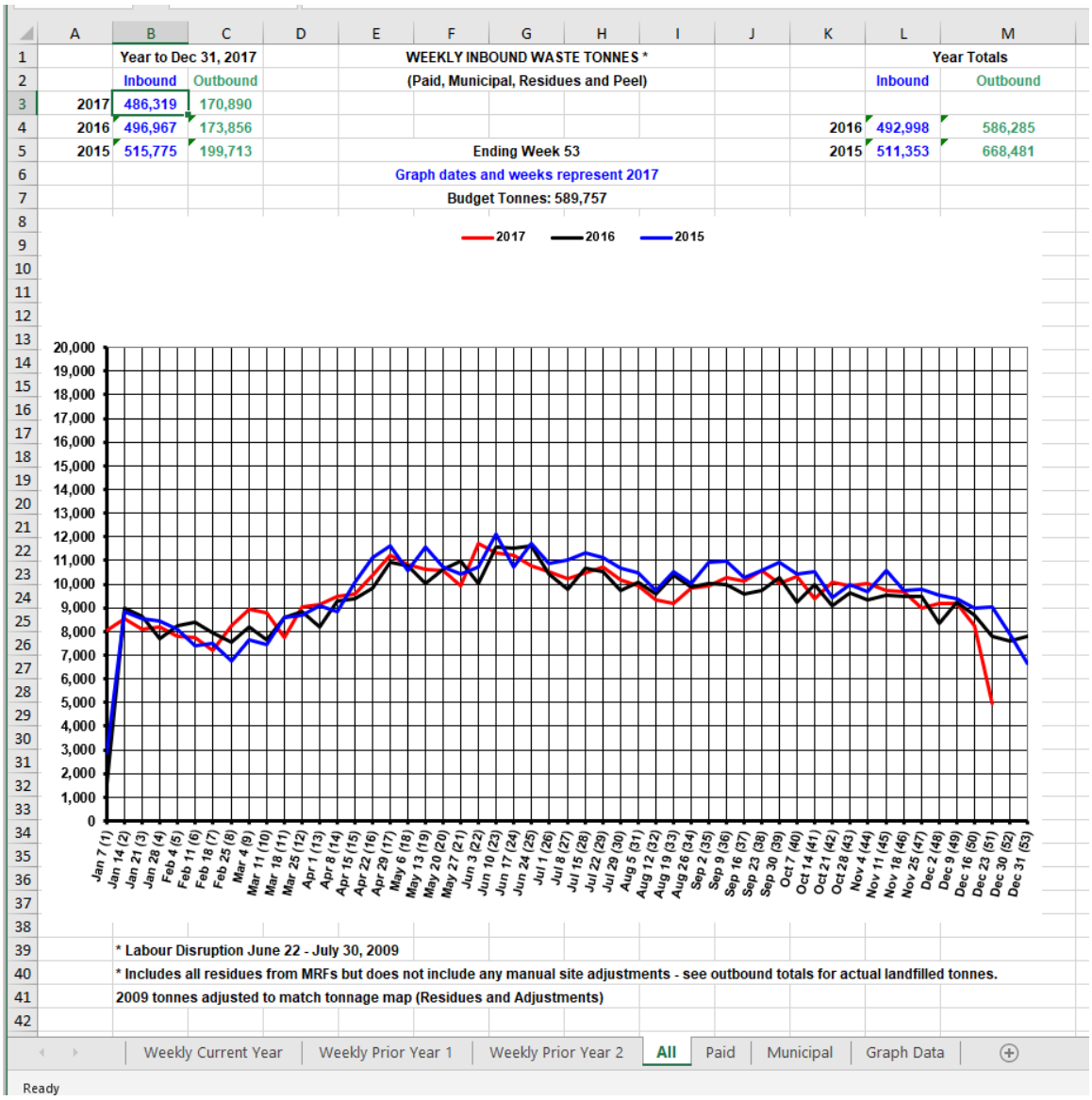


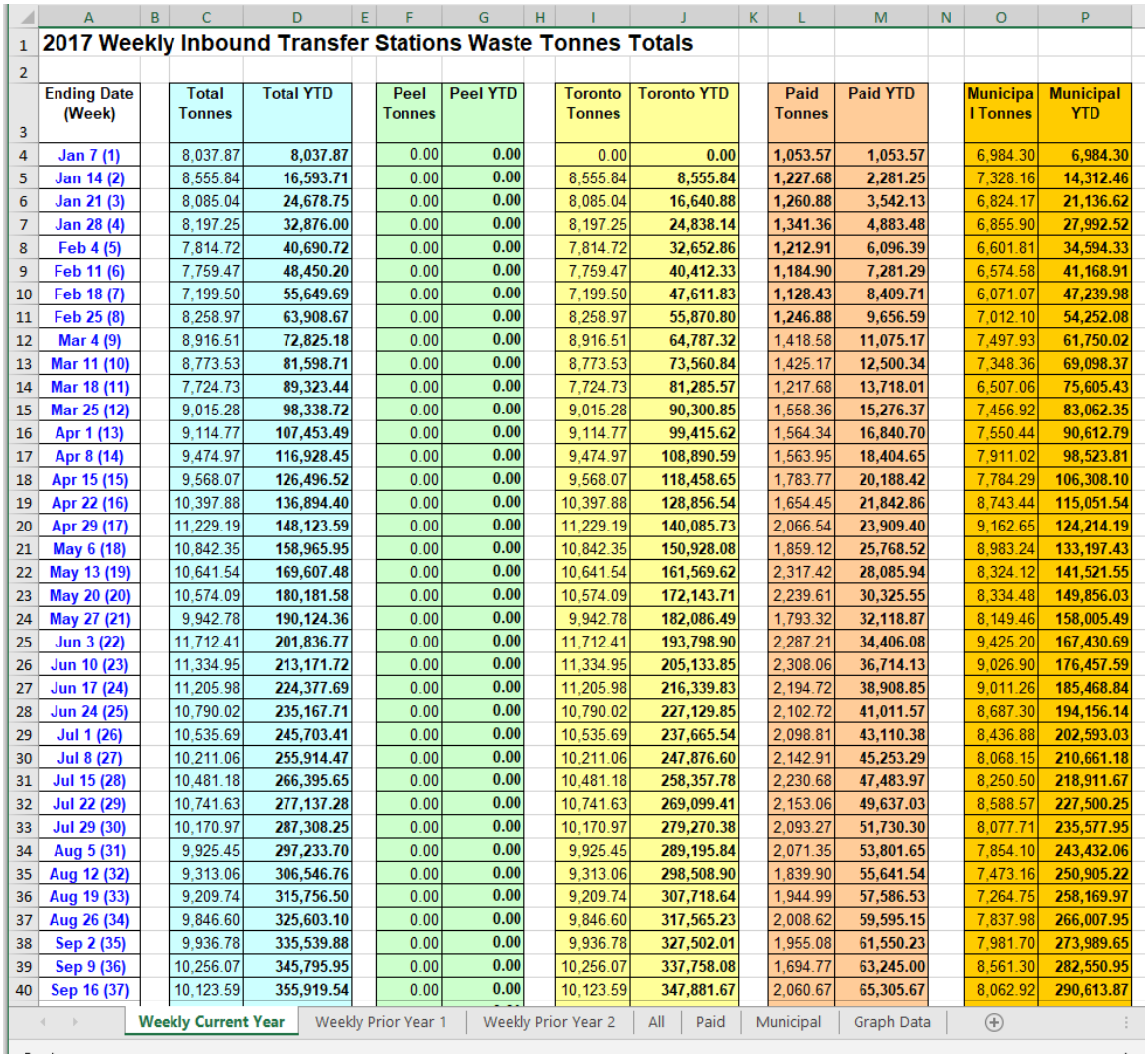
	A	B	C	D	E	F	G	H	I	J	K	L	M
1		Year to Dec 31, 2017			WEEKLY INBOUND WASTE TONNES *							Year Totals	
2		Inbound			(Municipal)							Inbound	
3	2017	396,104											
4	2016	411,148									2016	407,637	
5	2015	432,619			Ending Week 53						2015	426,461	
6					Graph dates and weeks represent 2017								
7					Budget Tonnes: 589,757								

* Labour Disruption June 22 - July 30, 2009	
* Includes all residues from MRFs but does not include any manual site adjustments - see outbound totals for actual landfilled tonnes.	
2009 tonnes adjusted to match tonnage map (Residues and Adjustments)	

Weekly Current Year | Weekly Prior Year 1 | Weekly Prior Year 2 | All | Paid | Municipal | Graph Data


Year to Dec 31, 2017
WEEKLY INBOUND WASTE TONNES *
(Paid)
Year Totals
Inbound
2017 90,215
2016 85,819
2015 83,156
2016 85,361
2015 82,001
Ending Week 53
Graph dates and weeks represent 2017
Budget Tonnes: 589,757
2017
2016
2015
20,000
19,000
18,000
17,000
16,000
15,000
14,000
13,000
12,000
11,000
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
Jan 7 (1)
Jan 14 (2)
Jan 21 (3)
Jan 28 (4)
Feb 4 (5)
Feb 11 (6)
Feb 18 (7)
Feb 25 (8)
Mar 4 (9)
Mar 11 (10)
Mar 18 (11)
Mar 25 (12)
Apr 1 (13)
Apr 8 (14)
Apr 15 (15)
Apr 22 (16)
Apr 29 (17)
May 6 (18)
May 13 (19)
May 20 (20)
May 27 (21)
Jun 3 (22)
Jun 10 (23)
Jun 17 (24)
Jun 24 (25)
Jul 1 (26)
Jul 8 (27)
Jul 15 (28)
Jul 22 (29)
Jul 29 (30)
Aug 5 (31)
Aug 12 (32)
Aug 19 (33)
Aug 26 (34)
Sep 2 (35)
Sep 9 (36)
Sep 16 (37)
Sep 23 (38)
Sep 30 (39)
Oct 7 (40)
Oct 14 (41)
Oct 21 (42)
Oct 28 (43)
Nov 4 (44)
Nov 11 (45)
Nov 18 (46)
Nov 25 (47)
Dec 2 (48)
Dec 9 (49)
Dec 16 (50)
Dec 23 (51)
Dec 30 (52)
Dec 31 (53)
* Labour Disruption June 22 - July 30, 2009
* Includes all residues from MRFs but does not include any manual site adjustments - see outbound totals for actual landfilled tonnes.
2009 tonnes adjusted to match tonnage map (Residues and Adjustments)
Weekly Current Year
Weekly Prior Year 1
Weekly Prior Year 2
All
Paid
Municipal
Graph Data


Year to Dec 31, 2017
Inbound
Outbound
2017 486,319 170,890
2016 496,967 173,856
2015 515,775 199,713
WEEKLY INBOUND WASTE TONNES *
(Paid, Municipal, Residues and Peel)
Ending Week 53
Graph dates and weeks represent 2017
Budget Tonnes: 589,757
Year Totals
Inbound
Outbound
2016 492,998 586,285
2015 511,353 668,481
2017
2016
2015
20,000
19,000
18,000
17,000
16,000
15,000
14,000
13,000
12,000
11,000
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
Jan 7 (1)
Jan 14 (2)
Jan 21 (3)
Jan 28 (4)
Feb 4 (5)
Feb 11 (6)
Feb 18 (7)
Feb 25 (8)
Mar 4 (9)
Mar 11 (10)
Mar 18 (11)
Mar 25 (12)
Apr 1 (13)
Apr 8 (14)
Apr 15 (15)
Apr 22 (16)
Apr 29 (17)
May 6 (18)
May 13 (19)
May 20 (20)
May 27 (21)
Jun 3 (22)
Jun 10 (23)
Jun 17 (24)
Jun 24 (25)
Jul 1 (26)
Jul 8 (27)
Jul 15 (28)
Jul 22 (29)
Jul 29 (30)
Aug 5 (31)
Aug 12 (32)
Aug 19 (33)
Aug 26 (34)
Sep 2 (35)
Sep 9 (36)
Sep 16 (37)
Sep 23 (38)
Sep 30 (39)
Oct 7 (40)
Oct 14 (41)
Oct 21 (42)
Oct 28 (43)
Nov 4 (44)
Nov 11 (45)
Nov 18 (46)
Nov 25 (47)
Dec 2 (48)
Dec 9 (49)
Dec 16 (50)
Dec 23 (51)
Dec 30 (52)
Dec 31 (53)
* Labour Disruption June 22 - July 30, 2009
* Includes all residues from MRFs but does not include any manual site adjustments - see outbound totals for actual landfilled tonnes.
2009 tonnes adjusted to match tonnage map (Residues and Adjustments)
Weekly Current Year
Weekly Prior Year 1
Weekly Prior Year 2
All
Paid
Municipal
Graph Data
Ready



2017 Weekly Inbound Transfer Stations Waste Tonnes Totals

Ending Date (Week)	Total Tonnes	Total YTD	Peel Tonnes	Peel YTD	Toronto Tonnes	Toronto YTD	Paid Tonnes	Paid YTD	Municipal Tonnes	Municipal YTD
Jan 7 (1)	8,037.87	8,037.87	0.00	0.00	0.00	0.00	1,053.57	1,053.57	6,984.30	6,984.30
Jan 14 (2)	8,555.84	16,593.71	0.00	0.00	8,555.84	8,555.84	1,227.68	2,281.25	7,328.16	14,312.46
Jan 21 (3)	8,085.04	24,678.75	0.00	0.00	8,085.04	16,640.88	1,260.88	3,542.13	6,824.17	21,136.62
Jan 28 (4)	8,197.25	32,876.00	0.00	0.00	8,197.25	24,838.14	1,341.36	4,883.48	6,855.90	27,992.52
Feb 4 (5)	7,814.72	40,690.72	0.00	0.00	7,814.72	32,652.86	1,212.91	6,096.39	6,601.81	34,594.33
Feb 11 (6)	7,759.47	48,450.20	0.00	0.00	7,759.47	40,412.33	1,184.90	7,281.29	6,574.58	41,168.91
Feb 18 (7)	7,199.50	55,649.69	0.00	0.00	7,199.50	47,611.83	1,128.43	8,409.71	6,071.07	47,239.98
Feb 25 (8)	8,258.97	63,908.67	0.00	0.00	8,258.97	55,870.80	1,246.88	9,656.59	7,012.10	54,252.08
Mar 4 (9)	8,916.51	72,825.18	0.00	0.00	8,916.51	64,787.32	1,418.58	11,075.17	7,497.93	61,750.02
Mar 11 (10)	8,773.53	81,598.71	0.00	0.00	8,773.53	73,560.84	1,425.17	12,500.34	7,348.36	69,098.37
Mar 18 (11)	7,724.73	89,323.44	0.00	0.00	7,724.73	81,285.57	1,217.68	13,718.01	6,507.06	75,605.43
Mar 25 (12)	9,015.28	98,338.72	0.00	0.00	9,015.28	90,300.85	1,558.36	15,276.37	7,456.92	83,062.35
Apr 1 (13)	9,114.77	107,453.49	0.00	0.00	9,114.77	99,415.62	1,564.34	16,840.70	7,550.44	90,612.79
Apr 8 (14)	9,474.97	116,928.45	0.00	0.00	9,474.97	108,890.59	1,563.95	18,404.65	7,911.02	98,523.81
Apr 15 (15)	9,568.07	126,496.52	0.00	0.00	9,568.07	118,458.65	1,783.77	20,188.42	7,784.29	106,308.10
Apr 22 (16)	10,397.88	136,894.40	0.00	0.00	10,397.88	128,856.54	1,654.45	21,842.86	8,743.44	115,051.54
Apr 29 (17)	11,229.19	148,123.59	0.00	0.00	11,229.19	140,085.73	2,066.54	23,909.40	9,162.65	124,214.19
May 6 (18)	10,842.35	158,965.95	0.00	0.00	10,842.35	150,928.08	1,859.12	25,768.52	8,983.24	133,197.43
May 13 (19)	10,641.54	169,607.48	0.00	0.00	10,641.54	161,569.62	2,317.42	28,085.94	8,324.12	141,521.55
May 20 (20)	10,574.09	180,181.58	0.00	0.00	10,574.09	172,143.71	2,239.61	30,325.55	8,334.48	149,856.03
May 27 (21)	9,942.78	190,124.36	0.00	0.00	9,942.78	182,086.49	1,793.32	32,118.87	8,149.46	158,005.49
Jun 3 (22)	11,712.41	201,836.77	0.00	0.00	11,712.41	193,798.90	2,287.21	34,406.08	9,425.20	167,430.69
Jun 10 (23)	11,334.95	213,171.72	0.00	0.00	11,334.95	205,133.85	2,308.06	36,714.13	9,026.90	176,457.59
Jun 17 (24)	11,205.98	224,377.69	0.00	0.00	11,205.98	216,339.83	2,194.72	38,908.85	9,011.26	185,468.84
Jun 24 (25)	10,790.02	235,167.71	0.00	0.00	10,790.02	227,129.85	2,102.72	41,011.57	8,687.30	194,156.14
Jul 1 (26)	10,535.69	245,703.41	0.00	0.00	10,535.69	237,665.54	2,098.81	43,110.38	8,436.88	202,593.03
Jul 8 (27)	10,211.06	255,914.47	0.00	0.00	10,211.06	247,876.60	2,142.91	45,253.29	8,068.15	210,661.18
Jul 15 (28)	10,481.18	266,395.65	0.00	0.00	10,481.18	258,357.78	2,230.68	47,483.97	8,250.50	218,911.67
Jul 22 (29)	10,741.63	277,137.28	0.00	0.00	10,741.63	269,099.41	2,153.06	49,637.03	8,588.57	227,500.25
Jul 29 (30)	10,170.97	287,308.25	0.00	0.00	10,170.97	279,270.38	2,093.27	51,730.30	8,077.71	235,577.95
Aug 5 (31)	9,925.45	297,233.70	0.00	0.00	9,925.45	289,195.84	2,071.35	53,801.65	7,854.10	243,432.06
Aug 12 (32)	9,313.06	306,546.76	0.00	0.00	9,313.06	298,508.90	1,839.90	55,641.54	7,473.16	250,905.22
Aug 19 (33)	9,209.74	315,756.50	0.00	0.00	9,209.74	307,718.64	1,944.99	57,586.53	7,264.75	258,169.97
Aug 26 (34)	9,846.60	325,603.10	0.00	0.00	9,846.60	317,565.23	2,008.62	59,595.15	7,837.98	266,007.95
Sep 2 (35)	9,936.78	335,539.88	0.00	0.00	9,936.78	327,502.01	1,955.08	61,550.23	7,981.70	273,989.65
Sep 9 (36)	10,256.07	345,795.95	0.00	0.00	10,256.07	337,758.08	1,694.77	63,245.00	8,561.30	282,550.95
Sep 16 (37)	10,123.59	355,919.54	0.00	0.00	10,123.59	347,881.67	2,060.67	65,305.67	8,062.92	290,613.87

Weekly Current Year | Weekly Prior Year 1 | Weekly Prior Year 2 | All | Paid | Municipal | Graph Data

4.4.10.18 Alerts / Rules Module

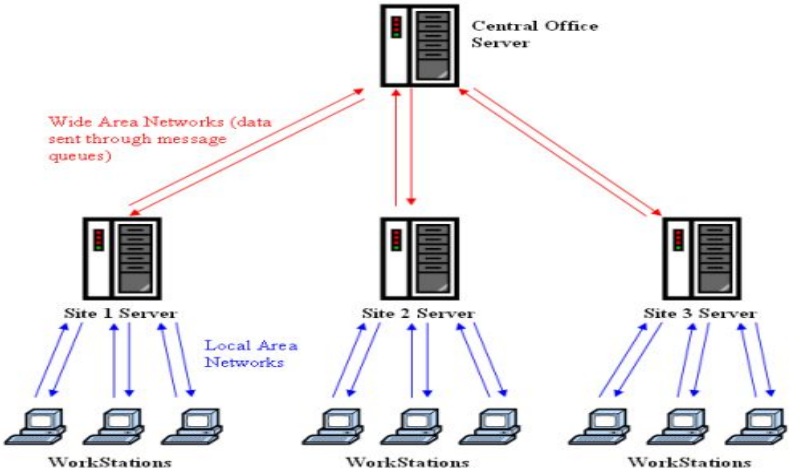
The alerts / rules module allows the end user to set up an unlimited number of alert messages and/or business rules that will assist in the operation of the facility. The alerts portion of the module can automatically send out email messages when business rules are met. An example would be a radiation event occurs or a certain permitted tonnage has been met at a site and the site supervisor needs to be informed. Administrators of the CompuWeigh System can setup an unlimited number of validation rules or alerts. Rules/Alerts can be based on one or more of the following criteria:

Truck	TruckNum	BillAcct	BillAcctNum
HaulAcct	HaulAcctNum	CustomerType	TransactionType
PaymentType	VehicleType	OriginType	MaterialType
DestinationType	ExtraTableTypes(1-5)	SpecialFeeType	Net
NetTn	SiteCode	Void	DateOut
NetSum	NetTnSum	VolSum	

4.4.10.19 Message Queuing Module (MSMQ)

The Message Queuing Module (MSMQ) allows for near real-time processing back to the Central Server. If the connection is not available, the scale operators continue to process without interruption. Once the connection is reestablished the data between the two sites begins to flow again seamless to the scale operator. Please see the following workflow.

Message Queuing Module



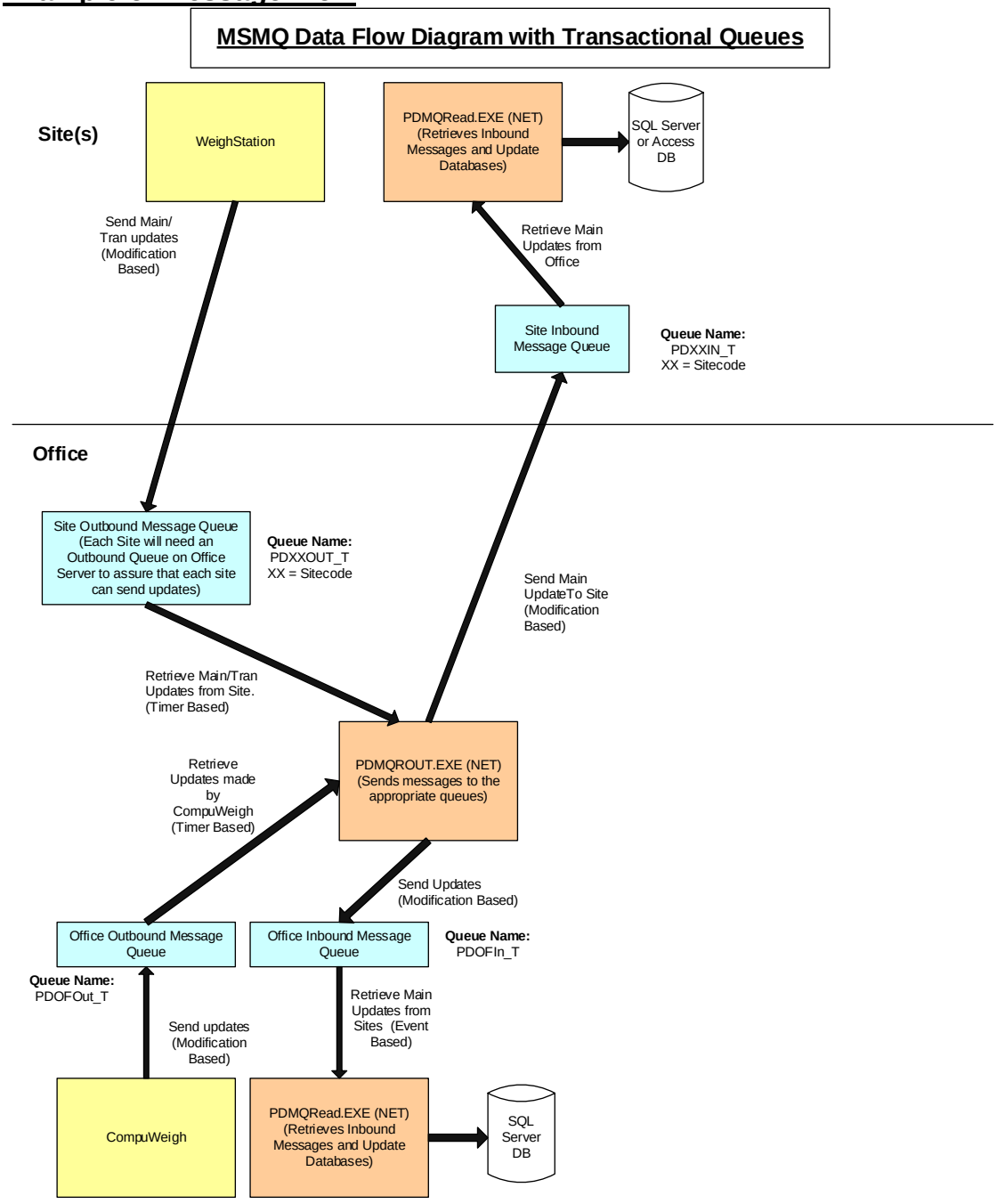
Each site does not require a site server. The site could be configured in a peer-to-peer network where one of the computers acts as a local server. This is one of personal preference and configuration. Each site would have an Inbound Queue (at the central office) and an Outbound Queue (at the site server). There are two .NET services that read and route the XML messages. Whenever a transaction or data change occurs at a site, a XML message is placed into the Outbound Queue. This triggers an event in the Router service running on the central server. The Router service extracts the message and routes it to the appropriate Inbound queues in the sites table. When a message arrives in an Inbound message queue an event is triggered in the Reader service, which extracts the message and loads the data into the database. The site servers are an option, but we would recommend them if more than two PC's will be processing transactions in order to have one central location for the Central Office Server to communicate with.

The module has been designed to automatically restart and through various utility services provides checks and balances to verify that all the data has made it to the server level.

Within CompuWeigh™ running the "Check Transactions" command will identify if there are any transaction numbers missing from the Customer's main database and will provide a report to identify what days and transaction numbers need to be recovered. If the transactions are incomplete for any reason or are non-recoverable in a TRM format, the system captures all the necessary files required for the Paradigm Support staff to rebuild the transactions.

The following is a flow chart explaining how messages flow between the office and the sites.

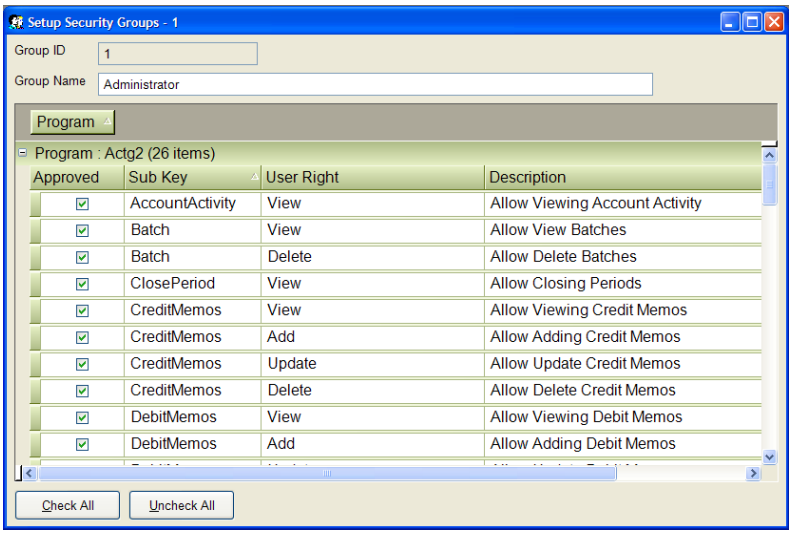
Example of Message Flow



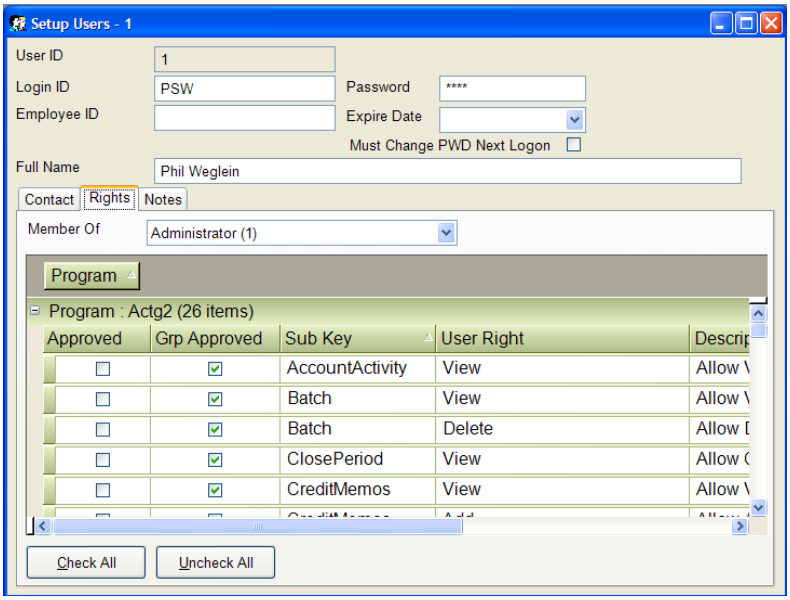
4.4.10.20 Accounts Receivable and Aging Module

Security Options

Setup user Groups with approved rights



Add Users and assign to user Groups

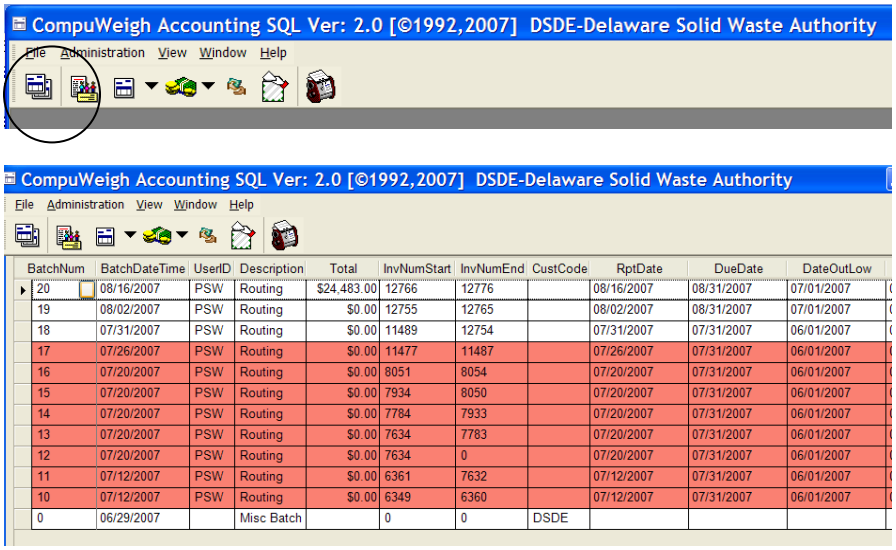


Accounts Receivable and Aging

PSLLC offers an Accounts Receivable & Aging Module to track the activity of the Customer's customer. As in CompuWeigh™ and WeighStation, this module is User ID and Password protected to allow only those individuals the rights they need to complete their level of responsibilities. At the designated billing date, an AR batch is created in the CompuWeigh™ Posting module. Each individual batch contains a group of invoices all posted for the same date range. An auto-generated batch number is assigned each time a batch of invoices is processed.

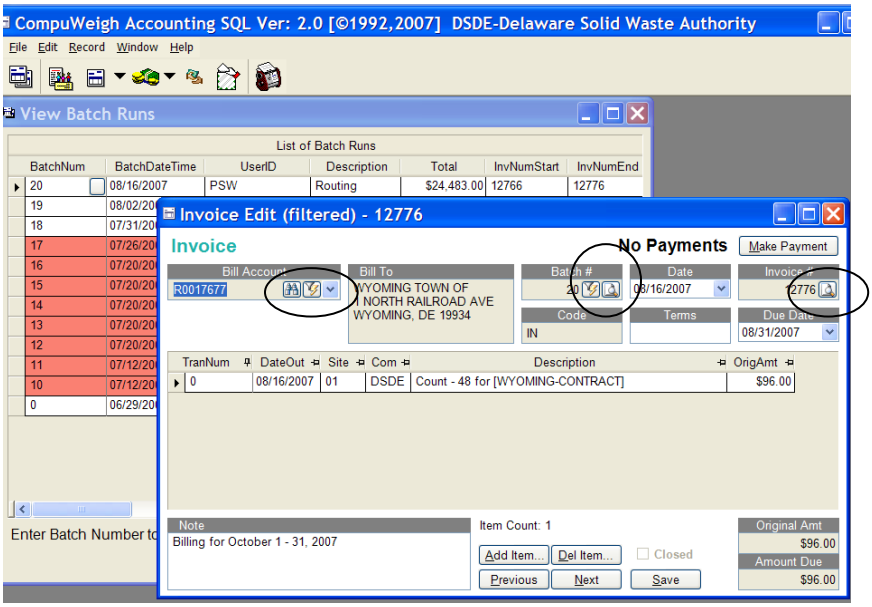
AR Batch – View and Edit

To open a batch, select the View Batches Icon.

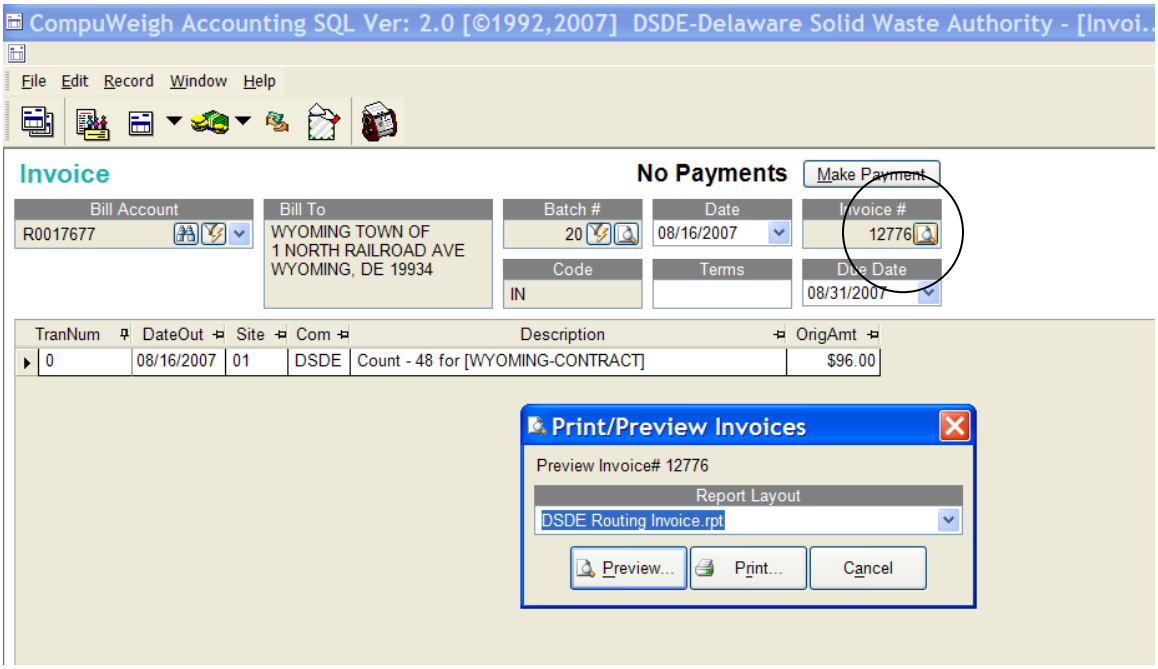


BatchNum	BatchDateTime	UserID	Description	Total	InvNumStart	InvNumEnd	CustCode	RptDate	DueDate	DateOutLow
20	08/16/2007	PSW	Routing	$24,483.00	12766	12776		08/16/2007	08/31/2007	07/01/2007
19	08/02/2007	PSW	Routing	$0.00	12755	12765		08/02/2007	08/31/2007	07/01/2007
18	07/31/2007	PSW	Routing	$0.00	11489	12754		07/31/2007	07/31/2007	06/01/2007
17	07/26/2007	PSW	Routing	$0.00	11477	11487		07/26/2007	07/31/2007	06/01/2007
16	07/20/2007	PSW	Routing	$0.00	8051	8054		07/20/2007	07/31/2007	06/01/2007
15	07/20/2007	PSW	Routing	$0.00	7934	8050		07/20/2007	07/31/2007	06/01/2007
14	07/20/2007	PSW	Routing	$0.00	7784	7933		07/20/2007	07/31/2007	06/01/2007
13	07/20/2007	PSW	Routing	$0.00	7634	7783		07/20/2007	07/31/2007	06/01/2007
12	07/20/2007	PSW	Routing	$0.00	7634	0		07/20/2007	07/31/2007	06/01/2007
11	07/12/2007	PSW	Routing	$0.00	6361	7632		07/12/2007	07/31/2007	06/01/2007
10	07/12/2007	PSW	Routing	$0.00	6349	6360		07/12/2007	07/31/2007	06/01/2007
0	06/29/2007		Misc Batch		0	0	DSDE			

In addition to the columns displayed on the screen, there are additional "informational or identifying" columns that can be viewed by scrolling through the window.



On the Invoice Edit screen, the icons within certain fields will launch other system functions, i.e. the icon next to the Invoice Number will allow a user to print that invoice.

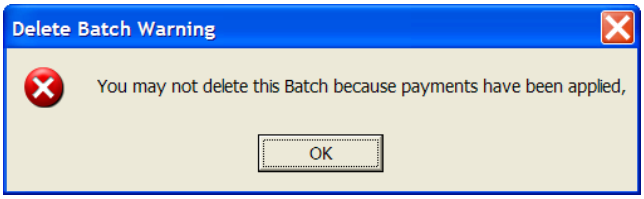


Delete a Batch

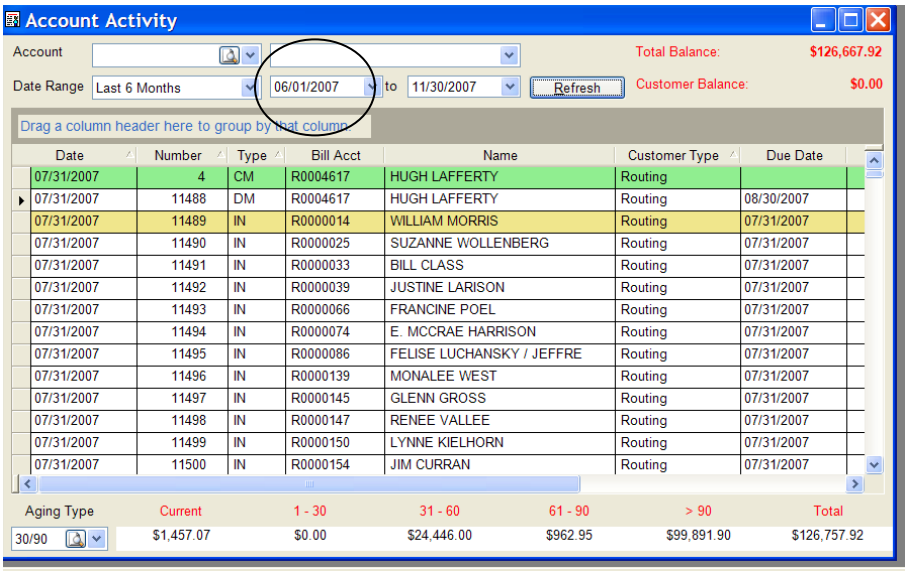
All batch history is stored on this screen. Deleted batches remain on the screen in red for an audit trail, while all active batches are displayed in white. Batches can only be deleted, if no payments have been applied to the invoices that make up that batch. Deleting a batch is very simple, enter the batch number to be deleted, and select the "Delete Batch" button.



If payments have been applied to the batch an error message will display with the following message.



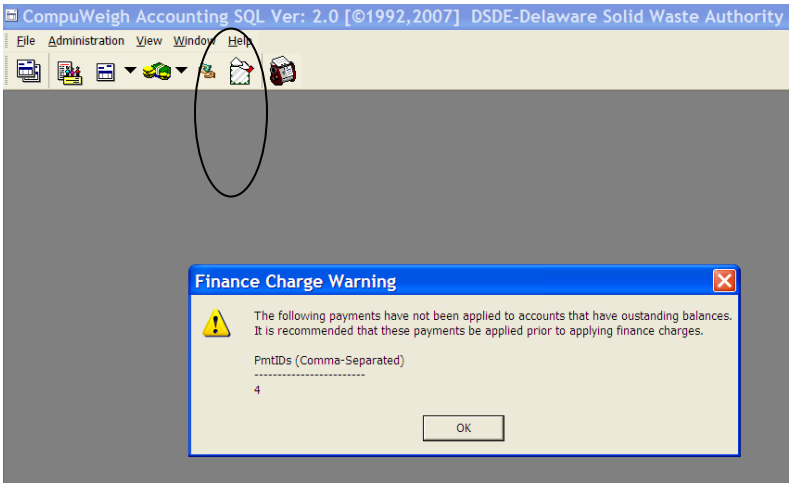
The account activity screen lists all the activity for every account. It can display the overall activity on the accounts as a whole, or for an individual account. It shows every invoice and payment made to that account for the time period selected. It shows an account balance as well as an account summary at the bottom of the screen.



Balances can be isolated for individual accounts by either selecting the desired account from the drop-down box in the upper left-hand corner of the screen, or by clicking on the desired account on the grid and clicking **Refresh**.

Finance Charges

Finance Charges can easily be assessed within this system launching the FC icon. If the below screen appears, it notifies the user that there is an incomplete process when posting payments and that the payment must be applied to an open invoice to continue. At the time of installation, the payment terms will be defined and set up in the system to calculate at the correct finance charge rate.



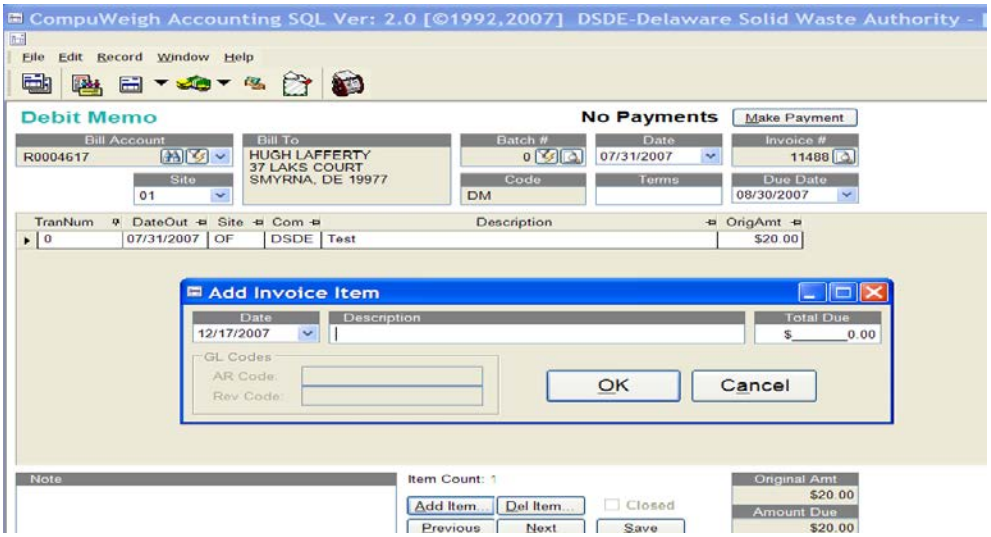
After completing the process and re-launching the Assess Finance Charges feature, the following screen will be displayed.



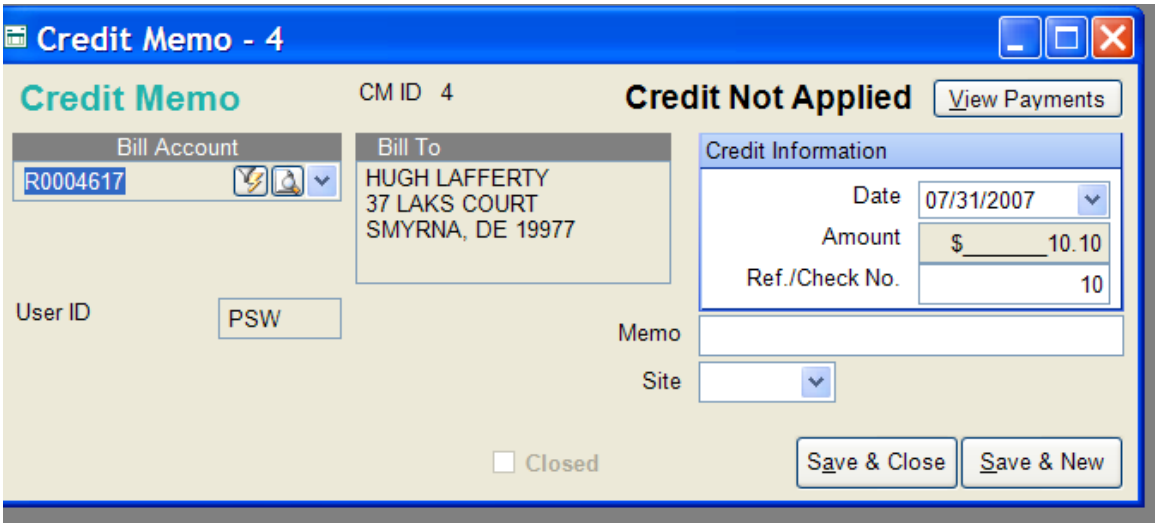
At this time, management has the discretion to determine which customers will be charged the displayed finance charge amounts. Simply un-checking the box will remove the customer from the finance charge process. The + sign at the beginning of the line, indicates there is information hidden. In this case, it would be the open invoices in which the finance charge calculations are being processed against.

Credit and Debit Memos (Adjustments)

The debit memo feature can be used to establish a beginning AR balance and any other situation where the account needs to be assigned additional charges. The debit memo screen is fairly plain which allows for the end user to define the invoice to includes as much information needed to assist the customer in understanding the charge on their account.

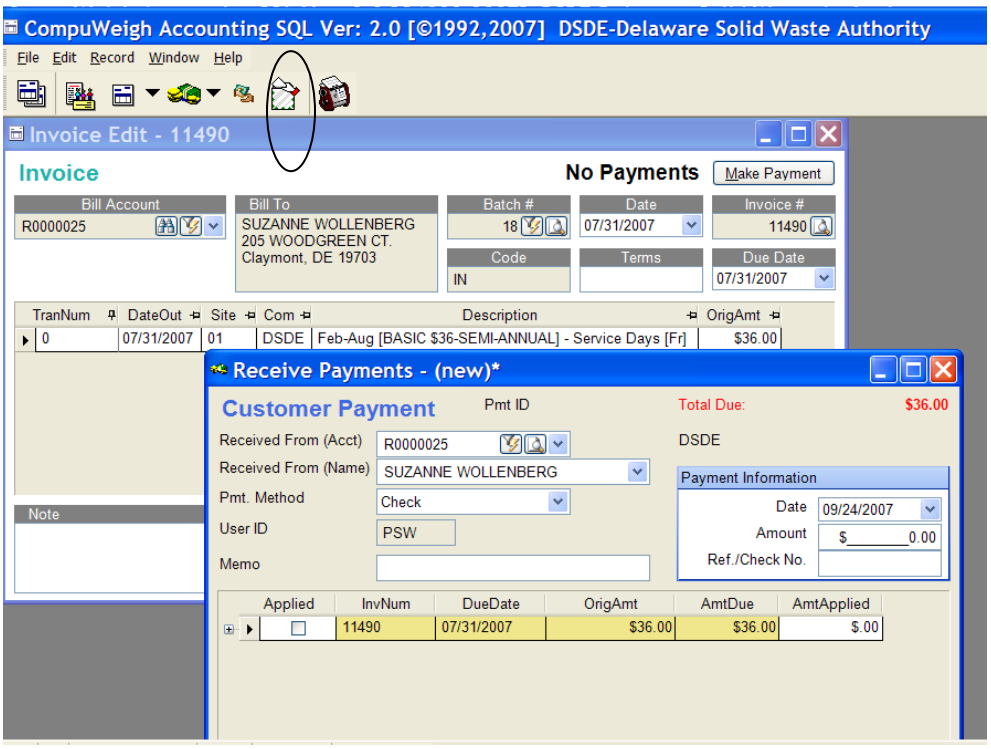


The credit memo feature is used to remove a charge or make a payment type adjustment. Also, within this screen the end user can immediately apply the Credit Memo to an invoice without having to launch another window.



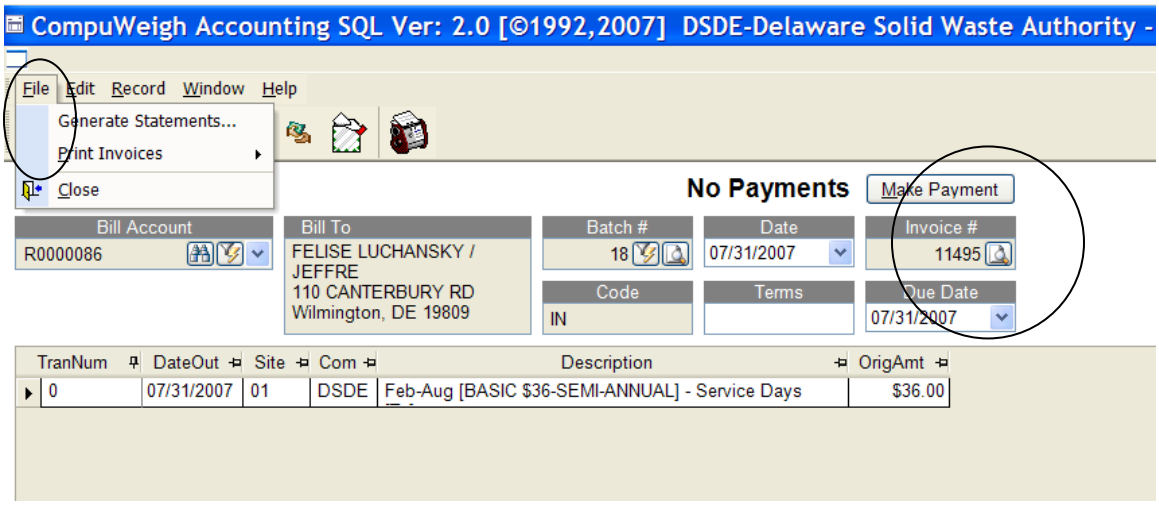
Payments

Payments are applied on a balance forward basis or on a per invoice basis.



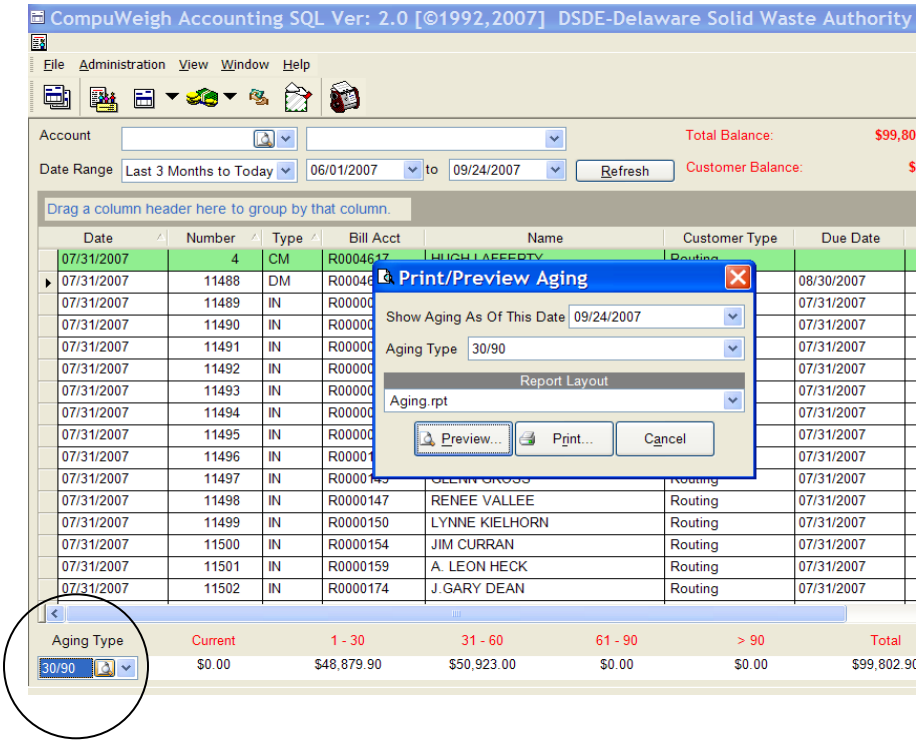
Reports

Within View Batches there are several ways to print an invoice or statement for the customer.



Aging Reports

On the accounting grid, the information that makes up the aging is found in the lower left corner of the window.



Accounting Reports

The following set of sample Accounting reports are provided for your review based on the requirements of the RFP. Again, these are 'sample' reports based on other customer's requirements. We have included some reporting time in our pricing to assist in the creation of these reports. Upon award, the Customer can provide PSLLC with the exact reports and PSLLC can provide a not to exceed number for the creation of those reports.

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Aging Summary Report

Seattle Public Utilities

Aging Report

Printed On: 03/26/2010
Aging As Of: 03/26/2010

	Current	1 - 30	31 - 60	61 - 90	> 90	Total
000016 - BURKHALTER WRECKING	0.00	0.00	250.31	0.00	0.00	250.31
000033 - SOUTHLAND WASTE SYSTEMS	266,469.19	912.70	258,436.86	0.00	0.00	525,818.75
000054 - GOODWILL INDUSTRIES	6,352.74	0.00	0.00	0.00	0.00	6,352.74
000062 - REFUSE SERVICES, INC.	148,118.09	111.71	145,604.81	0.00	0.00	293,834.61
000093 - REAVES ROOFING CO	107.83	0.00	141.88	0.00	0.00	249.71
000149 - JAX POLLUTION CONTROL	54.53	0.00	0.00	0.00	0.00	54.53
000151 - MOVSOVITZ & SONS DBA FRESH	627.71	0.00	567.03	0.00	0.00	1,194.74
000231 - PARKS & RECREATION	1,569.36	0.00	1,100.17	0.00	0.00	2,669.53
000240 - STREETS & DRAINAGE/PUBLIC W	11,057.97	0.00	2,014.04	0.00	0.00	13,072.01
000255 - ATLANTIC BEACH	0.00	-12,412.18	12,412.18	0.00	0.00	0.00
000279 - SALVATION ARMY	43.01	0.00	0.00	0.00	0.00	43.01
000303 - SOLID WASTE DISPOSAL DIV	1,616.67	0.00	690.03	0.00	0.00	2,306.70
000321 - CARR-TECH INDUSTRIES	0.00	0.00	23.30	0.00	0.00	23.30
000356 - SHAPELLS	6,538.17	0.00	6,010.91	25,727.81	0.00	38,276.89
000358 - ANIMAL CONTROL	388.28	0.00	0.00	0.00	0.00	388.28
000368 - REALCO RECYCLING COMPANY	390.40	0.00	668.50	0.00	0.00	1,058.90
000382 - MCCURDY-WALDEN, INC.	0.00	0.00	39.43	0.00	0.00	39.43
000400 - ADVANCED DISPOSAL SERVICE/I	0.00	-229.41	0.00	0.00	0.00	-229.41
000435 - SOUTHLAND JAX BCH/COMMERC	0.00	357.85	0.00	0.00	0.00	357.85
000439 - ADS/ATLANTIC BEACH	0.00	-766.68	0.00	0.00	0.00	-766.68
000610 - J. B. COXWELL CONTRACTING, II	209.99	0.00	42.71	0.00	0.00	252.70
003423 - K.C. PETROLEUM INC.	66.91	0.00	0.00	0.00	0.00	66.91
003543 - C. A. P. CONTRACTING, INC	87.52	0.00	0.00	0.00	0.00	87.52
004301 - BEST-TEC ASBESTOS ABATEMEI	129.93	0.00	0.00	1,811.62	0.00	1,941.55
004745 - J&D MAINTENANCE AND SERVIC	338.69	0.00	404.88	0.00	0.00	743.57
004872 - REPUBLIC SERVICES OF FLORID	24,890.87	0.00	23,055.50	0.00	0.00	47,946.37
005144 - WASTE WATCHERS OF JACKSON	1,841.48	0.00	2,389.10	4,159.46	0.00	8,390.04
005153 - ADVANCED DISPOSAL SERVICES	400,618.57	590.87	401,785.48	439,542.80	0.00	1,242,537.72
005195 - ARWOODS, INC.	16,513.16	41.22	15,617.38	0.00	0.00	32,171.76
005746 - WASTE PRO OF FLORIDA, INC.	59,748.28	-914.02	61,599.93	0.00	0.00	120,434.19
006486 - SUNSHINE RECYCLING, INC.	8,841.12	-111.71	8,670.01	0.00	0.00	17,399.42
006507 - ARROWHEAD MAINTENANCE, INC	0.00	0.00	0.00	0.00	15,683.48	15,683.48
006593 - AMASON'S PORTABLE TOILETS&	2,483.89	0.00	2,332.23	0.00	0.00	4,816.12
008075 - ROSS & LOGAN INDUSTRIES, INC	134.42	-250.31	250.31	390.40	0.00	524.82
009666 - ADKINS ELECTRIC, INC	31.06	0.00	0.00	0.00	0.00	31.06
012001 - STRATEGIC MATERIALS INC	578.28	0.00	510.78	0.00	0.00	1,089.06
012761 - SOUTHLAND WASTE SYSTEMS/ F	8,159.84	0.00	8,283.04	0.00	0.00	16,442.88
012925 - THOMPSON ELECTRIC, INC	31.36	0.00	0.00	0.00	0.00	31.36
013497 - BLADE BUSTER LLC	62.43	0.00	53.17	0.00	0.00	115.60

Payment Report

REGION 2000 SERVICES AUTHORITY

Payment List

Print Date: 3/26/2010
Print Time: 9:42:29AM
Criteria:

R0000025

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
34	3/26/10	R0000025	$72.00	12345	Check	
	Account Total		**$72.00**			

R0000033

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
35	3/26/10	R0000033	$36.00	546342	Check	
	Account Total		**$36.00**			

Grand Total **$108.00**

Payment By Revenue Account Report

Miami County Sanitary Department

Revenue Listing

Print Date: 3/26/2010
Print Time: 12:10:32PM
Criteria: [Account] Between '0' and 'ZZZZ

Payment Date	Revenue Acct	Revenue Acct Description	Amount
02/12/2009	437.3476	POLITICAL TRANSFER STATION	$500.00
02/24/2009	437.3476	POLITICAL TRANSFER STATION	$1,195.00
03/16/2009	437.3476	POLITICAL TRANSFER STATION	$8,788.97
03/25/2009	437.3476	POLITICAL TRANSFER STATION	$10.00
		Sub Total (437.3476)	**$10,493.97**
02/12/2009	437.3495	TRANSFER STATION REVENUE	$2,400.00
02/18/2009	437.3495	TRANSFER STATION REVENUE	$2,616.35
03/16/2009	437.3495	TRANSFER STATION REVENUE	$1,883.96
03/26/2009	437.3495	TRANSFER STATION REVENUE	$0.59
06/16/2009	437.3495	TRANSFER STATION REVENUE	$4,256.32
08/04/2009	437.3495	TRANSFER STATION REVENUE	$117,534.92
08/31/2009	437.3495	TRANSFER STATION REVENUE	$187.01
10/26/2009	437.3495	TRANSFER STATION REVENUE	$6,000.00
		Sub Total (437.3495)	**$134,879.15**
02/18/2009	437.3495.001	OEPA TIPPING FEE	$383.65
03/16/2009	437.3495.001	OEPA TIPPING FEE	$330.56
06/16/2009	437.3495.001	OEPA TIPPING FEE	$777.41
08/04/2009	437.3495.001	OEPA TIPPING FEE	$1,126.96
08/31/2009	437.3495.001	OEPA TIPPING FEE	$23.00
		Sub Total (437.3495.001)	**$2,641.58**
		Grand Total	**$148,014.70**

Account Activity Report



Solid Waste Management Services

Account Activity

3/26/10

Date	Number	Type	Bill Account	Name	Due Date	Orig Amt	Amt Paid	Amt Due	Days Past Due
12/31/09	133	IN	000016	Barlow Wrecking	1/15/10	$156.82	$156.82		
1/31/10	196	IN	000016	Barlow Wrecking	2/15/10	$250.31		$250.31	39
2/17/10	122	PMT	000016	Barlow Wrecking			$163.99		
2/25/10	199	PMT	000016	Barlow Wrecking			$156.82		
					Totals ===>	$407.13	$320.81	$250.31	

Type	Current	1 - 30	31 - 60	61 - 90	> 90	Total
30/90	$0.00	$0.00	$250.31	$0.00	$0.00	$250.31

Statements

Jacksonville
Where Florida Begins.

INVOICE

CITY OF JACKSONVILLE, FLORIDA

GENERAL ACCOUNTING DIVISION

INVOICE NUMBER:ARDO10000171

BILL TO
SOLID WASTE DISPOSAL DIV
PWSW441DO 04306
SOLID WASTE & RESOURCE MGT.
JAX, FL 32202

REQUESTS FOR TICKET CORRECTIONS MUST BE SUBMITTED WITHIN 30 DAYS OF INVOICE DATE

INVOICE NUMBER	ARDO10000171
REFERENCE NUMBER	274
CLOSING DATE	02/28/2010
CUSTOMER NUMBER	ARI000301 02
AMOUNT ENCLOSED	

TAX COLLECTOR'S USE ONLY:
SOLID WASTE DISPOSAL
20100228

RETURN THIS PORTION OF INVOICE WITH PAYMENT
FOLD ON THE LINE BELOW

Ticket / Check #	Type	Date	Description	Weight in Pounds	Amount
34289	IN	02/02/2010	7-Special Waste [7.23 TN]	14,460	$296.43
35475	IN	02/05/2010	4-Commercial Waste City Agencies [8.69 TN]	17,380	$259.57
35871	IN	02/08/2010	7-Special Waste [7.25 TN]	14,500	$297.25
35917	IN	02/08/2010	7-Special Waste [4.49 TN]	8,973	$183.95
36250	IN	02/09/2010	7-Special Waste [1.48 TN]	2,967	$60.82
37391	IN	02/12/2010	7-Special Waste [6.28 TN]	12,560	$257.48
41408	IN	02/26/2010	7-Special Waste [6.37 TN]	12,740	$261.17
				83,580	**$1,616.67**

CREDIT
GENERAL LEDGER ACCOUNT:
115000 115231

PLEASE PAY THIS AMOUNT **$1,616.67**

REMITTANCE ADDRESS:

TAX COLLECTOR
231 E. FORSYTH ST. ROOM 141
JACKSONVILLE, FLORIDA 32202

FOR INFORMATION REGARDING THIS INVOICE CALL 904.387.8837

MIAMI-DADE COUNTY

2525 NW 62nd Street
Miami, Florida 33147

Department of Solid Waste Management

Invoice

Billing Address		
LOPEZ FRAXEDAS CORP 2601 S.W. 69th Court Miami, FL 33155	Account #	202
	Date	11/10/2008
	Invoice #	1538
	Due Date	Due Upon Receipt

Current Invoice Due	Total Amount Due
2,493.00	**5,953.00**

Account Summary	
Previous Balance	3,460.00
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	2,493.00
Total Amount Due	**5,953.00**
Total Past Due Amount	3,460.00

If full payment of the invoiced amount is not received within 30 days of invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law. For billing inquires please call, (305) 514-6743

Current	1 - 30	31 - 60	61 - 90	> 90	Total
2,493.00	0.00	0.00	2,191.00	1,269.00	5,953.00

MIAMI-DADE COUNTY

Payment Coupon

Please detach and enclose this protion with your payment - do not send cash.

		Account #
		202
	Date	Invoice #
	10/15/2006	1538
Due Date	Total	Amount Paid
Upon Receipt	5,953.00	

LOPEZ FRAXEDAS CORP
2601 S.W. 69th Court
Miami, FL 33155

Please make check payable to:

Miami Dade County Solid Waste Management
Attn: Accounting Division
2525 NW 62nd Street
Miami, Florida 33147

Page: 1

Miami County Sanitary Department
Transfer Station
2200 N. County Rd. 25-A
Troy, Ohio 45373
(937) 440-3488

Date: 03/26/2010
Page: 1

STATEMENT

For Dates 1/1/2007 to 1/31/2007

Customer ID: 004

Due Date: Please Pay By The 21st of March

MIAMI CTY ANIMAL SHELTER
201 W MAIN ST
TROY, OH 45373-

Previous Balance:	$194.75
Current Charges:	$267.60
Payments:	$0.00
Adjustments:	$0.00
Current Balance:	$462.35

Make Checks Payable To: Miami County Transfer Station
To Insure Proper Credit, Please Include Account Number On Your Check

Date	Receipt #	Description	Tonnage	Amount
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/31/2007	547180	Ohio EPA Fee	.00	$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
01/31/2007	547180	Extra Fee 1	.00	$2.28
01/31/2007	547180	Extra Fee 1	.00	$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
		Current Invoice	4.89	$267.60
		If Paid By The 15th		$454.53
		If Paid By The 21st		$462.35

A 1.5% Service Charge Will Be Added Monthly To All Accounts After 21st Of The Month

Credit Memo List



Credit Memo List

Print Date: 3/26/2010
Print Time: 12:17:28PM
Criteria: [Account] Between '0' and 'ZZZZZZZZ

000439 BARLOW WRECKING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
18	2/5/10	000439	$412.91		Credit Memo	credit re 23239 bill to 5153 advanced
19	2/5/10	000439	$353.77		Credit Memo	credit re 21703 bill to 5153 advanced
	Account Total		**$766.68**			

000400 WEGLEIN DISPOSAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
20	2/5/10	000400	$229.41		Credit Memo	credit re 17197 400 ad. res bill 5153
	Account Total		**$229.41**			

005153 HIRSCH LANDSCAPING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
3	1/26/10	005153	$228.80		Credit Memo	re 18665 belongs to acct. 33
4	1/26/10	005153	$41.22		Credit Memo	credit re 20930 bill to 5195 arwoods
5	1/26/10	005153	$139.79		Credit Memo	credit re 19196 bill to 33 southland
6	1/26/10	005153	$65.71		Credit Memo	credit re 22425 bill to 33 southland
17	1/28/10	005153	$162.49		Credit Memo	credit re 21488 bill to 33 southland
173	2/19/10	005153	$531.09		Credit Memo	credit re 26053 1/1/10
174	2/19/10	005153	$43.91		Credit Memo	credit re 27053 1/6/10
175	2/19/10	005153	$219.54		Credit Memo	credit re 27203 1/6/10
176	2/19/10	005153	$191.17		Credit Memo	credit re 27123 1/6/10
	Account Total		**$1,623.72**			

006593 HOLMES WASTE REMOVAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
200	2/26/10	006593	$27.00		Credit Memo	credit re 99416 10/31/2009 per Fred apprc
	Account Total		**$27.00**			

008075 CARMEN CONSTRUCTION

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
21	1/31/10	008075	$250.31		Credit Memo	credit re 21983 $1.79 on credit next invoic
	Account Total		**$250.31**			

000435 DOWNEY DISPOSAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
10	2/5/10	000435	$153.23		Credit Memo	credit re 17743 bill to 33 southland
	Account Total		**$153.23**			

000033 FIEDLER WASTE HAULING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
1	1/26/10	000033	$130.23		Credit Memo	re 18695
8	1/26/10	000033	$132.62		Credit Memo	credit re 21034 bill to 435 sws bch
9	1/26/10	000033	$159.51		Credit Memo	credit re 21667 bill to 435 sws bch
11	1/26/10	000033	$218.95		Credit Memo	credit re 17888 bill to 435 sws bch

Page #: 1

Debit Memo List



Debit Memo Listing

Print Date: 3/26/2010
Print Time: 12:18:51PM
Criteria:

005153 HIRSCH LANDSCAPING

ID	Date	Description	Amount
180	1/26/10	re credit from 18695	$130.23
190	1/26/10	debit re 18977	$181.72
192	1/29/10	debit re 23239	$412.91
193	1/29/10	debit acct. 5153	$353.77
194	1/29/10	debit 5153	$232.28
251	2/10/10	Debit RE:29915	$197.74
252	2/10/10	debit re 27824	$358.14
259	2/19/10	debit re 27824 1/8/10 wgt diff.	$347.80
		Totals For Acct: 005153	**$2,214.59**

005195 TWIGG TREE REMOVAL

ID	Date	Description	Amount
182	1/26/10	debit re 20930	$41.22
		Totals For Acct: 005195	**$41.22**

017776 JOHNSON JUNK REMOVAL

ID	Date	Description	Amount
250	1/31/10	debit re 21983	$252.10
		Totals For Acct: 017776	**$252.10**

000062 HANSON REMOVAL

ID	Date	Description	Amount
257	2/19/10	debit re 27748 1/8/10	$111.71
		Totals For Acct: 000062	**$111.71**

000435 DOWNEY DISPOSAL

ID	Date	Description	Amount
186	2/5/10	debit re 21034	$132.62
187	2/5/10	debit re 21667	$159.51
189	2/5/10	debit re 17888	$218.95
		Totals For Acct: 000435	**$511.08**

000033 FIEDLER WASTE HAULING

ID	Date	Description	Amount
253	2/19/10	debit re 26053 1/1/10	$531.09
254	2/19/10	debit re 27053 1/6/10	$43.91
255	2/19/10	debit re 27203 1/6/10	$219.54
256	2/19/10	debit re 27123 1/6/10	$191.17
183	1/26/10	debit re 19196	$139.79
184	1/26/10	debit re 22425	$65.71
188	1/26/10	debit re 17743	$153.23
191	1/28/10	debit re 21488	$162.49
181	1/26/10	debit for re 18665	$228.80
		Totals For Acct: 000033	**$1,735.73**

Debit Memo Grand Total: $4,866.43

Page: 1

Last Page of Account Balance Report

Actg Balance Report
File: SEWATRAN - DATASERVER\SQL2005
[ActgBalance] > 0

Account	Company	Deposit	DepositDate	ActgBalance	ActgBalanceDate
T43996	AMICO, TRACI SUSAN	$0.00		$18.00	06/30/09
T43997	JOSEPH, GARCIA	$0.00		$118.80	06/30/09
T43999	MARASSI, NICHOLAS P	$0.00		$75.60	06/30/09
T44000	MANOR, BARNETT LEWIS	$0.00		$29.70	06/30/09
T44001	SOECKE, MATTHEW TARAS	$0.00		$103.95	06/30/09
T44003	MECHANICAL ANIMALS	$0.00		$29.70	06/30/09
T44004	MARTIN, KARYN ELAINE	$0.00		$52.65	06/30/09
T80803	FONUA, TIVI			$171.87	06/30/09
T80867	ARTEAGA, ERIK			$184.22	06/30/09
T80884	SAVAGE, JOHN*COL2005			$179.07	06/30/09
T80888	ALDERSON, CHRISTOPHER*COL2005			$141.06	06/30/09
T81095	SIGURDSON, KIRK			$306.36	06/30/09
T81205	BELOV, VALENTIN Y			$0.15	06/30/09
T81212	DELTA TECHNOLOGY CORPORATION			$15.00	06/30/09
T81213	BARRIER CONSTRUCTION			$81.17	06/30/09
T81220	UNKNOWN			$25.00	06/30/09
T81221	VERTIEX HOMES			$25.76	06/30/09
T81226	LE, TRUNG VAN			$15.00	06/30/09
T81233	DEGRAZIA, CHRIS			$15.30	06/30/09
T81236	CRUZ, RAUL	$0.00		$25.50	06/30/09
T81237	UNKNOWN	$0.00		$27.27	06/30/09
T81240	UNKNOWN	$0.00		$310.00	06/30/09
T81241	OVERA-SANTOS, ERASMO	$0.00		$18.18	06/30/09
T81242	UNKNOWN	$0.00		$8.00	06/30/09
T81243	LOHMAN FIGUEROA, FRENANDO	$0.00		$27.27	06/30/09
T81244	DICTADO, FRANCISCO	$0.00		$18.00	06/30/09
T81245	JEZERINIAC, SHOWN E	$0.00		$27.27	06/30/09
T81246	GRUNFELD, IAN	$0.00		$27.27	06/30/09
T81247	IFOPO, ILE	$0.00		$27.27	06/30/09
T81248	WALKER, RYAN E	$0.00		$39.39	06/30/09
T81249	JEFFERSON, TERRY L	$0.00		$18.00	06/30/09
T81250	MICHOLS, LISA B	$0.00		$27.00	06/30/09
T81251	IRONS, CONNIE ALICE	$0.00		$18.00	06/30/09
T81252	UNKNOWN	$0.00		$27.00	06/30/09
T81254	PODNAR, BRET	$0.00		$27.00	06/30/09

Records Read-> 775 of 775

Available reports include: AR Summary, AR Statement, AR Invoice, AR Invoice/Statement, AR Payment Posted, AR Finance Charges Assessed, Debit/Credit Memo Listing.

The report descriptions are as follows:

- **AR Summary** – Lists each account's current outstanding balance, broken down between "Current", "1 to 30", "31 to 60", "61 to 90", "> 90" and "Total". The aging window can be defined based on the customer's billing terms.
- **AR Statement** – Displays an account's previous balance, followed by in chronological order, a list of all account activity, including adjustments, payments and invoices, showing balance due as of the printing of the statement
- **AR Invoice** – Displays the detailed information on individual transactions that make up an invoice.
- **AR Invoice/Statement** – Prints the Invoices and Statements collated by account.
- **AR Payments Posted** – Displays payments that have been posted to accounts.
- **AR Finance Charges Assessed** - Displays finance charges that have been assessed.
- **Debit/Credit Memo Listing** – Displays a list of all debit or credit memos created for a specific period of time.

The report opens up in a Crystal Report® Viewer. From here you can print it, export it to another file type or simply view it on the screen. For easy viewing, you can scroll through the pages or click on an account on the left-hand panel and the viewer will go right to the page for the account.



The layout and information presented on the invoices and statements are customer specific. PSLLC staff will work with the customer to design a layout which is satisfactory to you and if necessary where the standard aging reports do not offer the information required for the District to manage their business, PSLLC will work with the district to design a report that will offer value.

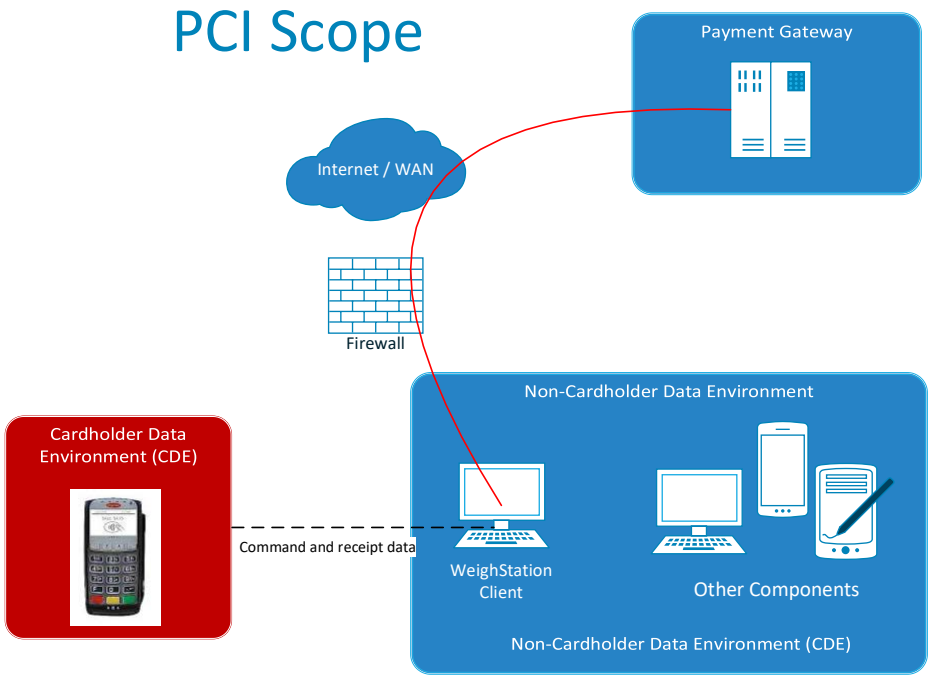
Integrated Accounting Features

8. Complete data management from start of transaction to receipt of payment.
9. Finance Charges.
10. Adjustments.
11. Payments.
12. Reporting.
13. Invoice Creation.
14. Statement Creation.

4.4.10.21 WeighPay (Credit Card) Module

The WeighPay (Credit Card) Module allows sites to accept credit cards at any facility and store information pertaining to the credit card transaction right within the scale transaction. The Module allows scale operator's to electronically process credit card transactions utilizing a number of third-party PCI Complaint applications. Currently our integrations are with Elavon, Card Connect, Axia, Point & Pay and Govolution.

The following diagram depicts the Cardholder Data Environment.



4.4.10.22 Signature Capture Module

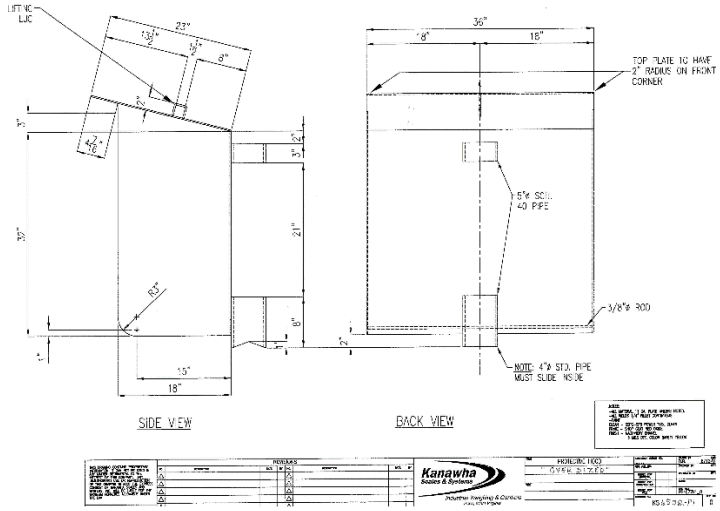
The Signature Capture Module within the application will allow the software to prompt the user to obtain a signature based on certain pre-determined rules configured in the application. This signature is stored with the transaction and is printed on the ticket (with capable printers). The signature can be viewed or printed at a later date, if necessary, right from within the application. We work with a number of signature capture pads and also have the ability to capture the signature on an approved touch screen device.

4.4.10.23 Unattended Operation Module

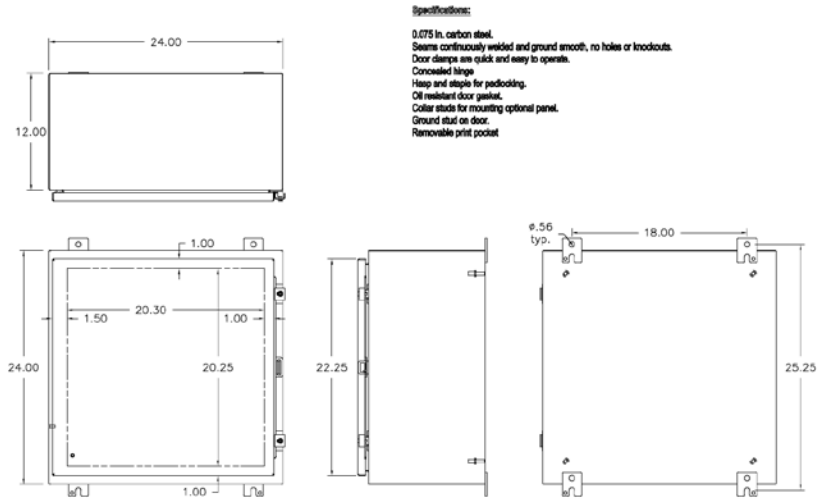
The system supports integration with a number of peripheral devices to automate your scale lane. A popular unattended terminal includes a thermal receipt printer; color LCD monitor (sunlight readable at 1550 nits), Keyboard/Keypad, Proximity Card Reader and intercom system. The driver will pull onto the scale and the LCD will state “Waiting for Scan”. The driver will wave a proximity card in front of the proximity card reader and the system can prompt for additional information from the driver (if required). The questions can be presented in English and/or Spanish. The driver will make the entry on the keyboard based on a list on the LCD. Once all additional information has been entered, the system will capture the vehicle weight. If the vehicle has a stored tare weight, the system will complete the transaction and print the driver a ticket. If the transaction is not completed, the driver will be required to return to an outbound scale and complete the transaction either from an unattended terminal or by a scale operator. The system can integrate with RFID Readers, gates, loops, lights, photo eyes, and more. With our proven record throughout North America we believe we have the most integrated solution to meet your needs. The LCD and keyboard can be replaced with a touch screen computer. The RF Module within the application will allow the software to read RFID tags from RF Readers (for example Transcore, HID and other RFID readers and tags). By using RF technology, the Customer will improve processing time, reduce data entry errors and allow for the use of unattended and optional by-pass lane functionality. PSLLC has successfully installed these systems at a number of facilities. Each of our unattended enclosures are custom built to meet your business requirements. The picture below shows a customized enclosure that incorporates a color LCD, stainless steel keyboard, proximity card reader, magnetic ticket dispenser, credit card swipe, and thermal receipt printer with a 6” paper roll, intercom and a transaction start button. This below image is a sample enclosure. It shows the flexibility that PSLLC has in order to meet our customers’ business needs. On each screen, the driver would have the ability to cancel the transaction. The system can be configured to treat that cancel function as a roll-through or simply cancelling the transaction.



Sample Swing Away Enclosure Drawing



Sample Unattended Enlcosure



4.4.10.24 RF Module

The RF Module allows the system to integrate to Radio Frequency hardware that will identify the vehicle as it pulls onto the scale. This identification will retrieve the correct vehicle to start or complete a transaction depending on the direction. This will assist the County in ensuring the transaction is processed for the correct vehicle/bill account and removes human error. By using RF technology, the Customer will improve processing time, reduce data entry. PSLLC has successfully installed these systems at a number of facilities.

4.4.10.25 Video/Picture Module

This module allows for the WeighStation program to interface with a video recorder or IP Camera. PSLLC has the ability to integrate to a digital video recorder (DVR), PSLLC works with a vendor which stores the video digitally in a SQL database. PSLLC would then write from our SQL database directly to the video's SQL database which allows for any transaction information associated with the transaction to be searchable through the video. The DVR is custom built based on the needs and requirements for each Customer. By integrating to IP Camera's, we can store images of the vehicle within the database with the transaction.

4.4.10.26 Traffic Light Module

PSLLC has experience in the control of traffic lights. We have the ability to configure our software to turn lights on/off based on where the customer is during the transaction process. PSLLC can control traffic lights on the scale lane. The system can turn a light green or red based to initiate or complete a transaction. We have implemented this process in a couple different ways based on our customer's business requirements.

4.4.10.27 Traffic Gate Controls

PSLLC has experience in the control of traffic gates. We have interfaced with gates and loop detectors in order to know when to open a gate based on certain criteria. This information can be displayed in English or Spanish. For example, if a customer has a gate before and after the scale, the software interfaces with a loop detector prior to the entrance gate to identify that someone is or is not on the loop. When a vehicle is detected on the loop the system will check to see if there is a transaction in process or if the weight on the scale is below a certain threshold. If there is a transaction in process or the scale has a weight above a threshold the system will not open the gate until the scale weight has reached zero. Once the weight hits zero, the gate will open to allow the driver to pull onto the scale. The driver will complete their transaction (either in attended or unattended mode) and the system will then open the exit gate. Loop detectors after each gate will close the gate once it is safe to do so.

PSLLC has also controlled access gates to a site. Based on the driver's access times, the system will allow a driver to enter the facility after-hours. This will allow the customer

the ability to operate during non-business hours perhaps in an unattended mode utilizing our unattended enclosure.

4.4.10.28 Scale Monitoring Module

The Scale Monitoring Module is designed as an additional audit tool that can be utilized to ensure that all traffic that is going over the scale is being weighed and a ticket is being generated. The module will give you the ability to determine the Weight Threshold and the Weight Difference to track. If a vehicle goes over the scale and exceeds the Weight Threshold, the Scale Monitoring Module tracks that vehicle and makes sure a transaction is generated. If a transaction is not created, a message is written to the log and a record is created in a Scale Log table with the associated rule that was violated. PSLLC will show a diagram if the scale monitoring process that occurs within WeighStation in a demonstration. In CompuWeigh, users with Reporting rights will be able to review any activity that went over the scale without creating an actual WeighStation transaction.

4.4.10.29 WeighPass Module

The WeighPass Module within the application will allow the software to control entry to or exit from the facility by use of by-pass lanes. This application can allow access to certain vehicles during specified times of the day and also allow vehicles to exit through a lane to by-pass the scale (if all information had been captured to complete a transaction). We utilize RF or barcode technology to identify the vehicle and compare the captured information to rules within the application. These lanes are usually gated in order to prevent unauthorized entry or exit. This module can prevent skip-outs or unauthorized entry into your facility. We have customers who utilize this module to allow for after-hours access to a facility.

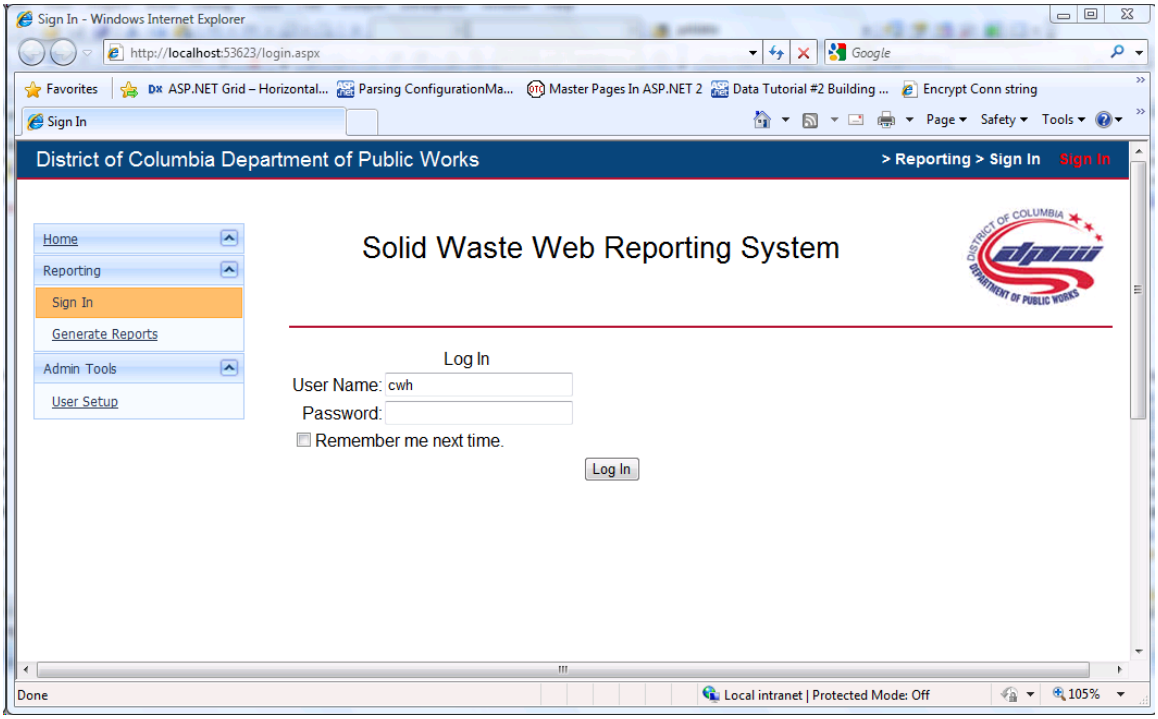
4.4.10.30 Jobs Module

This optional module allows the customer to setup specific jobs to track materials for agreed upon circumstances with accounts. For example, an agreement with an account could be to bring in a specified amount of waste, number of trips, etc. and the system would log this information with the transaction and control when to prevent additional transactions associated with this job.

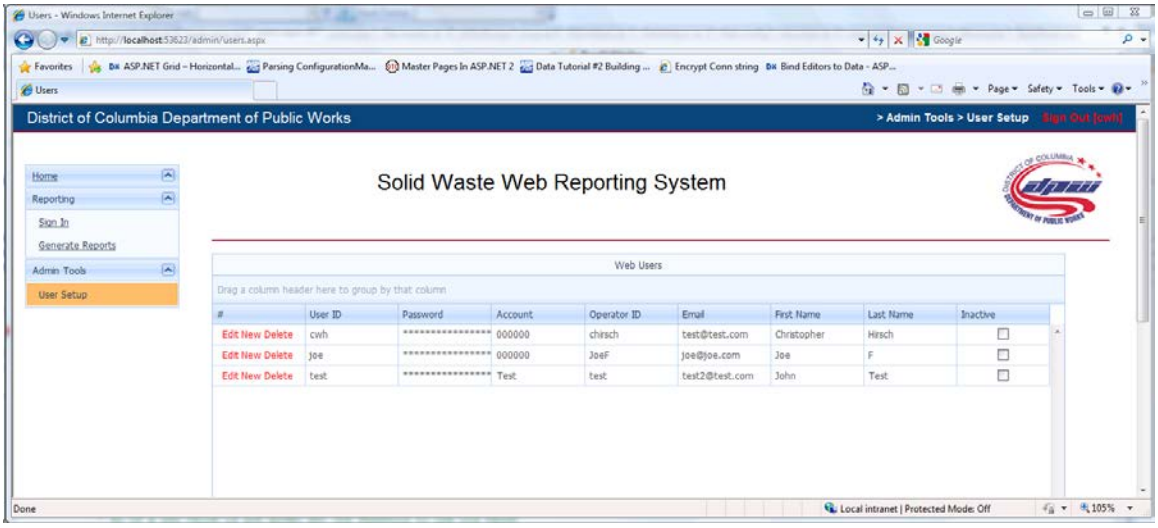
4.4.10.31 Web Reporting and Payment Module

This optional module allows for authorized customers of the facility to view read only transactional data via a Web Browser for their specific account. In addition, a new feature has just been added to allow the acceptance of Credit Card payments via this site. The customer is responsible for housing the site and obtaining the necessary SSL.

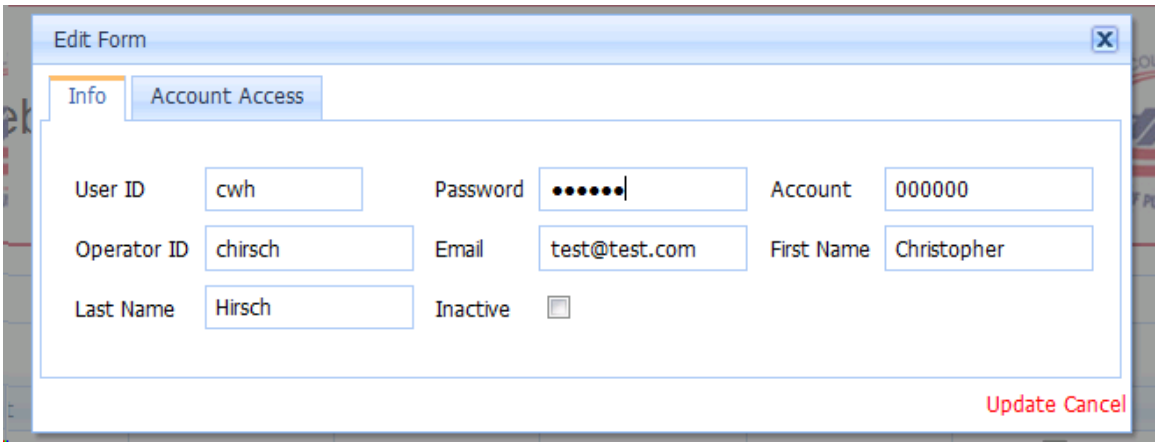
The following screen shows a typical customer login window.



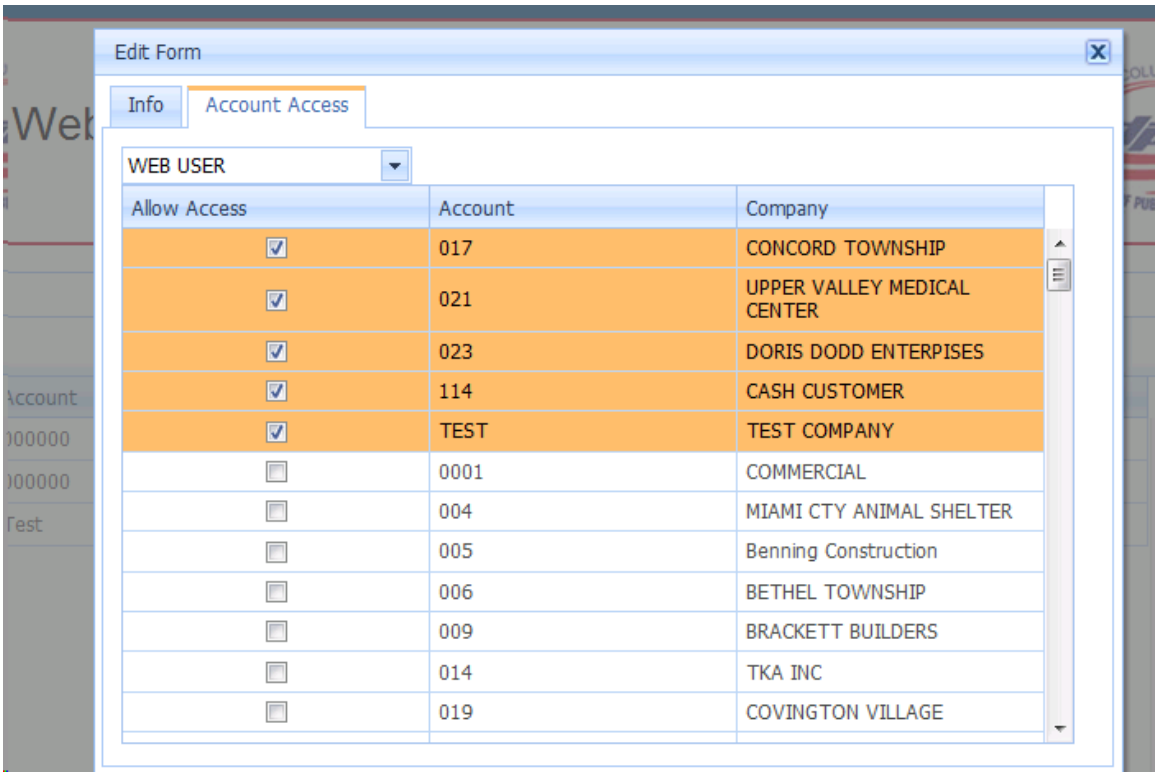
This user screen displays all of the users for the customer. This screen allows an administrative user for the customer to add, modify, delete, make inactive, etc. the users for their own company.



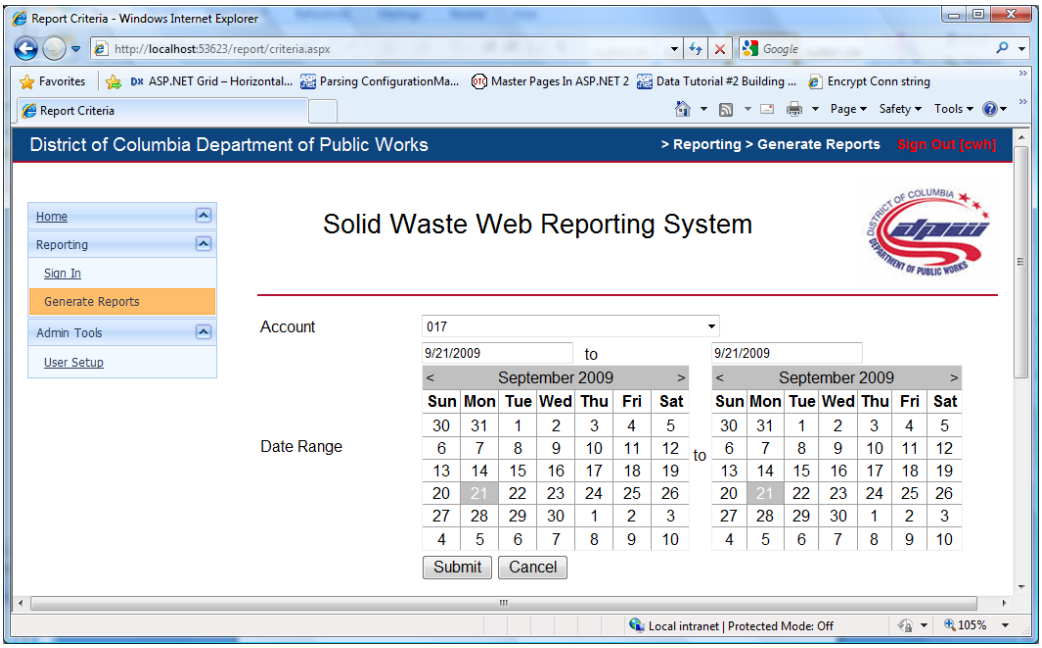
The customer administrator has the ability to modify information about each of their users through the Edit Form.



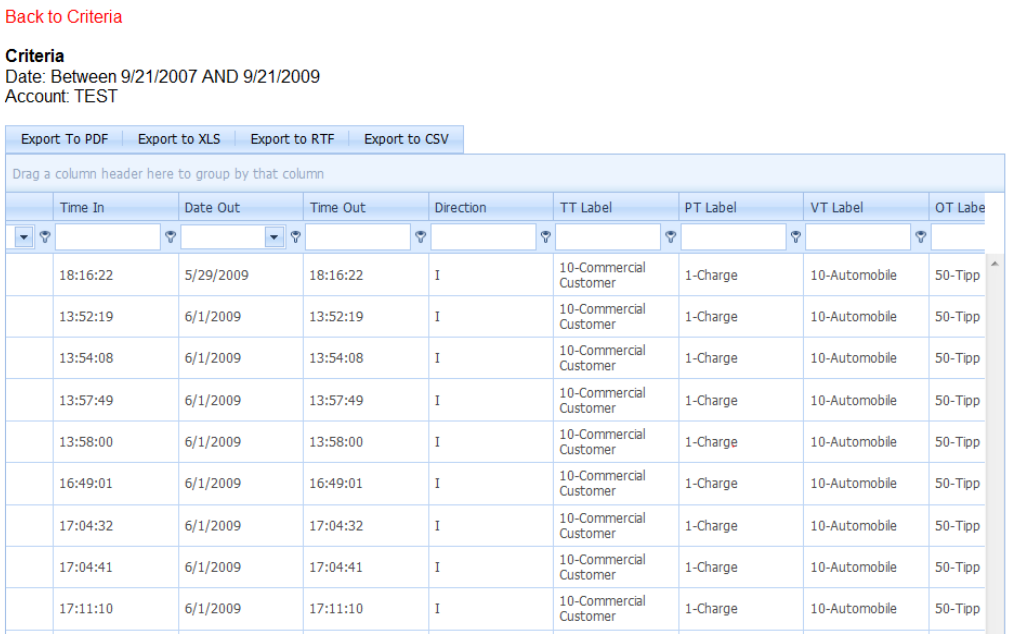
Each user can be allowed access to only certain accounts within a customers account database.



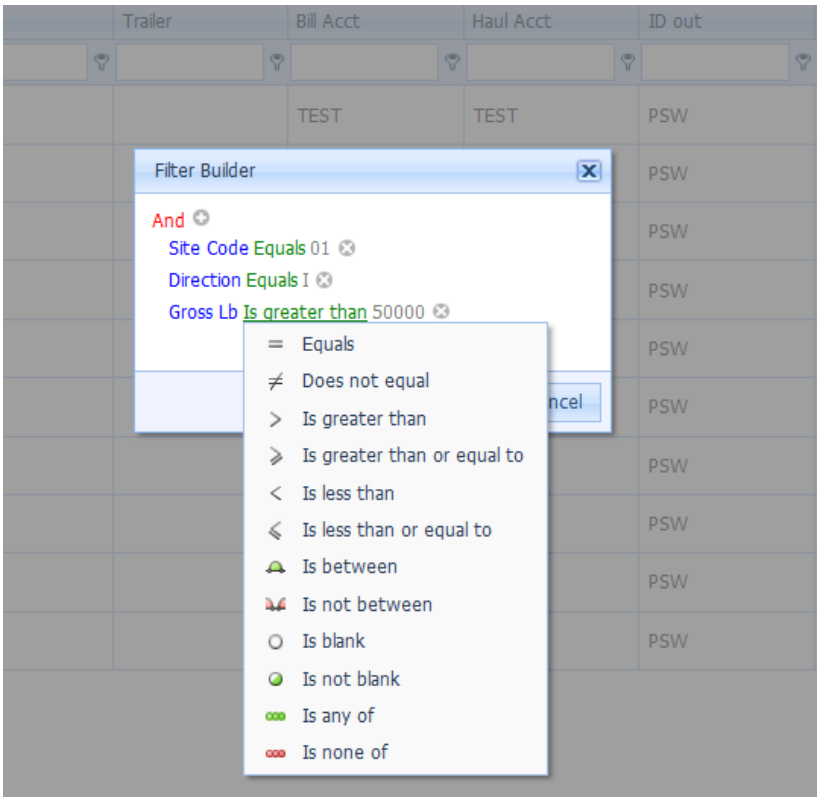
Once a user has successfully logged into the system, they are presented with the available accounts in addition to the date range of the view they would like to see.



Once the user clicks on submit the following view is returned.



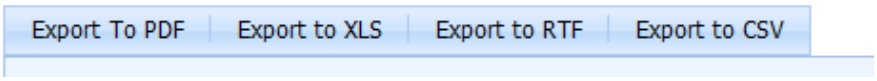
The user utilizing our Filter Builder can narrow down the results into a sub-set of the received data.



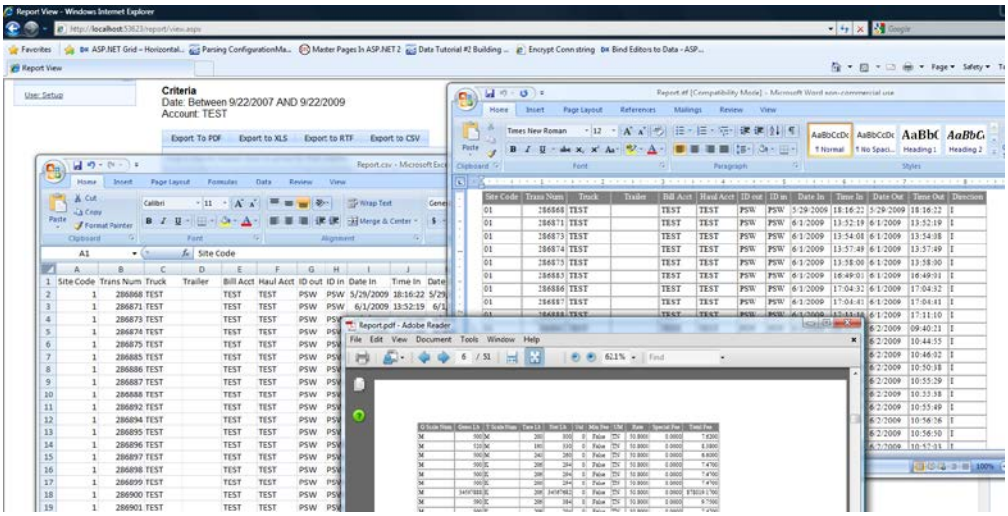
The system has a powerful and intuitive user interface which will allow for grouping of data right on the site. This includes drag and drop data grouping.



The system provides the ability to export data to a number of different formats right from the site.



The following shows data exported in different formats. You can view or save data by export to many popular file formats.



Optional: based on customer request, crystal reports could be selected from a drop-down list and then displayed to the user.

4.5 Network Connections

The proposed system uses standard Microsoft network connections in the performance of its daily processes. The proposed system is a client/server application and requires network connections to the machines that need to access the data. Hardware, such as remote unattended kiosk enclosures, scales and other peripherals may require network connections in order to integrate with the system. Based on the information provided in the RFP, PSLLC does not foresee any modifications to the Customer's network specifications.

4.6 File Structures

The following outlines the County supported software, hardware and networking requirements for the CompuWeigh™ System.

PSLLC utilizes the latest versions of .NET, C# and MVC (for certain Web related Modules) programming languages. The version of the proposed system is 6.x. Future updates to

the software can be implemented with ease and not affect current operating procedures. Updates can be applied to the current version outside of business hours to avoid daily processing interruptions.

The following are the minimum/recommended system requirements for a **server**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	**Dual-Core Processor 2.0 GHz**	**Quad-Core Processor 2.4GHz**
Memory	**8 GB**	**16 GB RAM**
Hard Drive	**250 GB**	**500 GB SSD: Sequential Read/Write Performance Up to 550MB/s and 520MB/s respectively, and random Read/Write IOPS Performance: Up to 100K and 90K respectively**
Operating System	**Windows 2012 Server**	**Windows 2016 Server**
SQL Server	**SQL Server 2012**	**SQL Server 2016**

The following are the minimum/recommended system requirements for a **workstation**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	**Dual-Core Processor 2.0 GHz**	**Quad-Core Processor 2.4 GHz**
Memory	**4 GB**	**8 GB RAM**
Hard Drive	**160 GB**	**250 GB**
Operating System	**Windows 7 Pro (x64)**	**Windows 10 Pro (x64)**
SQL Server	**SQL Express**	**SQL Express**
Microsoft Office	**Office 2010**	**Office 2016**

NOTE: Minimum System Requirements are based on typical customer configurations and usage. Requirements will vary based on actual configuration and usage.

4.7 Data Conversion

Based on information provided by the County, PSLLC does not foresee any issues converting data from the County's current vendor. We have converted a number of competitors data in the past and are very comfortable with this process. PSLLC will need the County's expertise to ensure the proper mapping of the data from the current vendor to the CompuWeigh™ System. PSLLC does not typically convert historical accounting data, however, we convert aging data into our system in order to have proper reporting as of the cutover date. We have included in our Milestones and Agreements the option to migrate data as requested.

4.8 Customization

PSLLC welcomes input and ideas from our customers. We value your input and are open to discussing enhancements. PSLLC will work with you to identify your request and provide a scope of work to outline the enhancement. Depending on the enhancement a price quote may or may not be necessary. PSLLC will work with the customer to develop detailed business requirements for the customization. On the following page is a sample change management plan for the CompuWeigh™ System. This plan identifies and explains the description and reason for the requested change, and the impact of the change on the project (either financially, process or both). Since the change can be a configuration, customization or an additional module, PSLLC will identify and recommend to the Customer the appropriate implementation process. The change will be communicated between the project managers and implemented in the test environment to ensure the change is working properly prior to loading into the production environment. By implementing in the test environment, the day to day operation of the facilities will not be adversely affected if the change does not fully conform to the requirements of the Customer. With this process, any issues will be minimized and controlled within the test environment. All customizations to the application are placed into the core product and are placed in Escrow with the Agent. We have provided our Escrow Agreement within our sample Agreement located in Section 4.11.1.4 for the Customer's review.

Change Request No: _____ Date: _____

System: _____ Scale House ☐
Other ☐

Is requested change to address a governmental requirement?
Yes ☐ No ☐
If yes, please indicate which local/state/federal requirement and attach a copy of the requirement.

Go to Page 2 and complete the Change Description, Reason, and Impact.
Leave the Request Disposition blank. Once form has been completed, send to Customer Project Manager for review.

Request Disposition (to be completed by Customer Project Manager):
Change Request Denied/Deferred: ☐
If denied/deferred, state reason:

Change Request Approved for Vendor Review: ☐
Request Number: _____

Will the requested change affect the schedule?
Yes ☐ No ☐ Unknown ☐
If yes, indicate how the schedule may be affected:

Approval Signatures:
Customer Project Manager: _____ Date: _____
Printed Name: _____ Title: _____

Contractor Project Manager: _____ Date: _____
Printed Name: _____ Title: _____
Description of Requested Change:

Reason for the request:

Impact to the operation or system:

Any changes to the original scope of work that may have an impact on project costs or contract term will require the approval of the Customer via an amendment to the contract prior to beginning any work.

4.9 Training

PSLLC has developed a comprehensive training plan and can modify it to meet the Customer's needs. This Section provides information on this training and we are open to discussing a final training plan.

4.9.1 Conceptual Training Plan

The following is a sample training plan for the CompuWeigh™ System. All training will be provided by PSLLC staff members. We will mutually develop a training plan based on the work schedules of each staff to be trained. For example, multiple WeighStation Training sessions will be required in order to allow the Authority's daily operations to be

uninterrupted. This training will go over a specified number of days as agreed upon in the final contract.

Time (estimated)	Task
8:00 AM –11:30 AM	**WeighStation Training:** • Train Employees (Office Staff and Scale operators) on WeighStation Program • Enter Practice Tickets • Discuss Procedure for Running Parallel
12:30 PM – 3:30 PM	**CompuWeigh Training:** • Train Employees (Office Staff) on CompuWeigh Program; Account Maintenance; Truck Maintenance; Transactions; Posting; Reporting; Security/User Rights
3:30 PM – 4:30 PM	**Additional WeighStation, CompuWeigh, Admin, or IT Training (as needed):** • Provide additional training sessions, as needed • Review Game Plan For Go Live

PSLLC has developed a comprehensive training program to instruct the scale house operators in the use of WeighStation and users/management in the use of the CompuWeigh™ System. PSLLC's policy of transitioning from the client's current software and converting the truck and account data prior to the installation will allow the customer the opportunity to be trained using their own account information. This will provide the users with the ability to train on familiar data and relate the training to day-to-day operations at their location. We have found this to be a great benefit for the users in the operation of the software, as this will help generate questions on how to handle certain situations pertaining to their responsibilities. The training sessions will be conducted over a designated period during which employees will utilize the current version of our standard operator's manual and perform hands on operation of the CompuWeigh™ System at each level of responsibility. A schedule for training the Customer's personnel will be mutually agreed upon and every attempt will be made to coincide with current work schedules. PSLLC also has the capability of providing some initial training and/or demonstrations of the software via the internet. We utilize a Web Conferencing solution for this feature. The Customer would need access to a high-speed internet connection in order to utilize this option. Training guides and cheat sheets are provided within the training sessions. PSLLC believes training is critical to the overall success of the project. Training within the WeighStation program **generally** takes 3-4 hours of classroom and hands-on exposure. Training in CompuWeigh™ is based on the level of expected responsibility for the users and generally requires 2-3 hours' classroom and hands-on exposure. For comprehensive reporting, an additional 2-3 hours would be required. Our documentation manuals contain detail and specific processing information. Some of the tasks that the WeighStation users will learn are begin the application, sign-on and initialize the WeighStation program for daily operation; Access the various screens of the

WeighStation program and execute the functions of each screen; Process user transactions by account, truck and/or residential user; Perform end-of-day processing. Some of the tasks that the CompuWeigh™ users will learn are begin the application, sign-on and initialize the CompuWeigh™ program for daily operations; Access the various screens of the CompuWeigh™ program and execute the functions of each screen; Set up new accounts or modify existing accounts; Perform administrative account maintenance; Print management reports and create new ad hoc reports; Perform posting to accounting; Transfer files to the customer's accounting application (if applicable); All accounts receivable and aging training (if applicable); Perform database maintenance and end-of-day procedures.

Some of the tasks that the WeighStation users will learn:

- Begin the application, sign-on and initialize the WeighStation program for daily operation,
- Access the various screens of the WeighStation program and execute the functions of each screen,
- Process user transactions by account, truck and/or residential user,
- Perform end-of-day processing.

Some of the tasks that the CompuWeigh™ users will learn:

- Begin the application, sign-on and initialize the CompuWeigh™ program for daily operations,
- Access the various screens of the CompuWeigh™ program and execute the functions of each screen,
- Set up new accounts or modify existing accounts,
- Perform administrative account maintenance,
- Print management reports and create new ad hoc reports,
- Perform posting to accounting,
- Transfer files to the customer's accounting application (if applicable),
- All accounts receivable and aging training (if applicable), and
- Perform database maintenance and end-of-day procedures.

Training Matrix

PSLLC can create a training matrix with the assistance of the Customer's Project Manager to identify each member that needs training and the type of training that is needed. This can identify when the training is scheduled for this individual and when the training has been accomplished. PSLLC also recommends having a sign-in sheet for the training classes to identify that the member has attended the training session. A sample matrix is provided below. PSLLC will work with the Customer to develop a final plan for training based on the availability of the staff. We may be able to remove or combine sessions.

Employee	Training Needed	Date of Class	Time of Class	Employee Attended	Employee Signature
Operator Group #1	WeighStation	XX/XX/19	8:00 am		
Operator Group #2	WeighStation	XX/XX/19	1:00 pm		
Operator Group #3	WeighStation	XX/XX/19	8:00 am		
Operator Group #4	WeighStation	XX/XX/19	1:00 pm		
Financial	CompuWeigh	XX/XX/19	8:00 am		
	WeighStation	XX/XX/19	1:00 pm		
Manager	CompuWeigh	XX/XX/19	8:00 am		
	WeighStation	XX/XX/19	1:00 pm		
IT	Administrator	XX/XX/19	3:00 pm		
Office/Clerical	CompuWeigh	XX/XX/19	8:00 am		
	WeighStation	XX/XX/19	1:00 pm		

4.10 Maintenance and Support

As per the requirements of the RFP, PSLLC has provided a detailed description of our support. PSLLC provides support in the daily use of the application, bug fixes and new releases of the application within version. PSLLC has also worked directly with customers to tailor a support and maintenance Agreement that is specific to the requirements for that customer. For example, we have a customer that modified their Agreement to include an on-site visit each month to provide additional training, run updates, provide maintenance on the software and on unattended enclosures. The customer and PSLLC work closely to develop an agenda for the site visit each month. In another instance, PSLLC provides a quarterly visit to the customer's site to handle items similar to the monthly visit listed above. PSLLC has included a copy of our Standard Support Services Agreement in Section 4.11.1.4 – PSLLC's Sample Agreements of our Response.

The Annual Support Cost for the Customer which includes the daily use of the application, bug fixes and new releases of the application within version. Additional Support options can be negotiated upon request as mentioned above.

After-hours' emergency support is available 24/7.

PSLLC offers our customers a comprehensive support program through our Standard Support Services Agreement with a variety of methods of support (phone, email and website submittal). Our normal business hours are 7:00 am to 6:00 pm Eastern Time Monday through Friday excluding company holidays (which are currently New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). After-hours' support is available for emergencies at no additional charge. Support can be reached by dialing (410) 329-1300. After-hours, the message

will instruct our customers to the extension of our technician's cellular phone. PSLLC offers the same level of support to all of our customers and provide the same service and support attention to all customers alike. All customer of PSLLC are important and receive fair and equal treatment. We have included an example of our web support functionality in Section 4.10.6 where you can track the status of your open requests. All software and hardware provided by PSLLC are included in the support of the solution and in the Agreement. Enhancements, updates and fixes are delivered through our website or via the mail on DVD (if necessary). PSLLC is continually making improvements to our software and a new update is usually available on a weekly basis. Customers can obtain these updates at any time via any of the above means. Any and all issues for support of the software are to be reported to PSLLC via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email support@paradigmsoftware.com with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. PSLLC is constantly improving our support call tracking workflow in order to continue to provide outstanding support and service to our customers. We have implemented our new and improved website which includes a knowledge base, ftp site for updates, etc. We have the ability to utilize Remote Desktop applications such as LogMeIn Rescue, TeamViewer, VPN, etc. to provide efficient remote access technical support for our customers. PSLLC support staff maintains every support issue in an internal support tracking system. This allows for reporting and timely resolution tracking on per technician and per customer basis. PSLLC typically does not have outstanding bug fix issues. If a bug is reported it is usually fixed on the same day it is identified. Most outstanding items are customer specific based on business rules for a specific site or a hardware/network failure.

PSLLC agrees to transfer the manufacturer's warranty for each peripheral purchased for the Customer. Most peripherals come with a one (1) year warranty.

A copy of our Service Level Agreement is located within our sample Agreement in Section 4.11.1.4.

4.10.1 Baseline Product / Bug Fixes

Updates to the software are available to all customers with an active support agreement. We send out quarterly newsletters that outline new features of the application. When a customer is interested in a new feature, PSLLC can provide the customer with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the customer either through our website or FTP site depending on the customer's access requirements.

PSLLC is continually updating the system. Updates are available weekly for a tested release and for customer specific modifications, daily changes are available. These updates are available on our website. An authorized user at the Customer's site can access these updates directly from our website.

PSLLC tracks all customer inquiries in our Support Database. Each inquiry is assigned an Incident ID that can be monitored by the customer from our website. Most inquiries are handled immediately by our support team, but we have an escalation procedure in place if additional assistance is needed. PSLLC staff meets regularly to identify programming tasks and set priorities based on customer input and business requirements.

4.10.2 Client Enhancements

PSLLC welcomes input and ideas from our customers. We value your input and are open to discussing enhancements. PSLLC will work with you to identify your request and provide a scope of work to outline the enhancement. Depending on the enhancement a price quote may or may not be necessary. Once the enhancement has been detailed, we will place this in our prioritization queue for implementation.

Depending on the enhancement, PSLLC may poll our other customers to see if this request would be beneficial to other users. Based on this response, PSLLC will determine if the enhancement should be included at no charge or a nominal fee would need to be charged in order to implement. In some cases, we have a couple customers who have the same business need and those customers have agreed to share in the implementation costs.

All PSLLC customers are valuable and important to us. We understand that the software is a critical part of your business operation and therefore have developed a product with unmatched reliability. PSLLC ranks inquiries as Emergency, High, Medium, Low and Wish List. Examples of emergency inquiries are that a system is down, hardware failure that affects all operations, or other outage scenario. High inquiries are items that affect the daily process of business but are not a show stopper, a work around may be available to assist the customer until the fix is in place. Medium inquiries are items that may or may not affect the daily process and a work around is available and the customer has identified this as important but not a show stopper. Low inquiries are usually configuration settings and are resolved on a call to our support department. Wish list items are ideas or input from our customers that would be considered for future updates or upgrades to the application.

4.10.3 Development Language

The CompuWeigh™ System is developed in the latest version of .NET, C# and MVC programming languages. We utilized SQL Server for the database and Visual Studio and TFS for the maintenance of the software development. Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from customer's input. This practice will continue with the company and the software development.

4.10.4 Versions / Release Implementation / R & D

The initial version of the application was in production in April 1992. In 1996, CW3 was available for installation. CW5 was finalized and installed for the first customer in a production environment in June 2002. In October 2014, PSLLC released our latest version of the CompuWeigh™ System (CW6) and installed it for Manatee County, FL. PSLLC defines versions as either an "Update" or an "Upgrade". An "Update" is any changes to the product that are made within the same version that the customer is currently licensed for (example – going from version 6.1 to 6.2). An "Upgrade" is a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). The update process is straight forward. PSLLC will provide the customer with an executable file which will be installed on the necessary server/machines to bring the system up to the latest build. PSLLC will assist with this update process in order to ensure no issue occur. We highly urge all customers to have a test environment in order to assist in the roll out of new updates.

Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from customer's input. This practice will continue with the company and the software development. With the release of our newest version, we are focused on upgrading our current customer base to this version. PSLLC sends out our company newsletter which highlights new features within the application, new customers, customer profiles (for those who want to participate), and upcoming events where PSLLC will be participating. PSLLC also holds an annual user conference typically in conjunction with WasteCon. PSLLC would be happy to discuss future enhancements we are considering in an on-site demonstration as this information is confidential and a competitive advantage to our future success.

PSLLC has consistently performed above and beyond our competitors in new innovations on a software, hardware and support level. PSLLC is second to none in providing a state-of-the-art solution and the knowledge and skill to back and support these technologies. Customers who want to protect their investments choose Paradigm Software, L.L.C. PSLLC was the first company in the industry to offer color sunlight readable LCD Display for more flexibility in unattended processing solutions. We were the first in the industry to offer near real time data transfer without the system running on the same network. We were the first in the industry to offer a complete PCI Compliant and Validated credit card processing solution. Many of our enhancements come from our knowledgeable staff and also from basic ideas of our customers.

PSLLC is continually investing in R&D for future enhancements. All future enhancements are for the betterment of the software and our customers. PSLLC would be happy to discuss future enhancements we are considering in an on-site demonstration as this information is confidential and a competitive advantage to our future success. PSLLC makes no claims that future enhancements to the product are not construed to be guaranteed or available within a specific time frame.

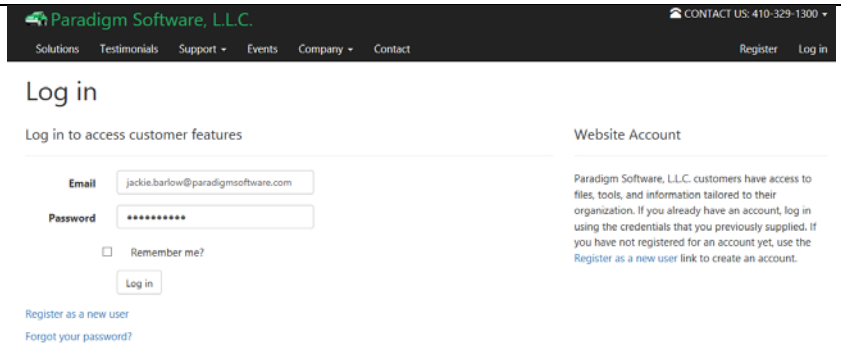
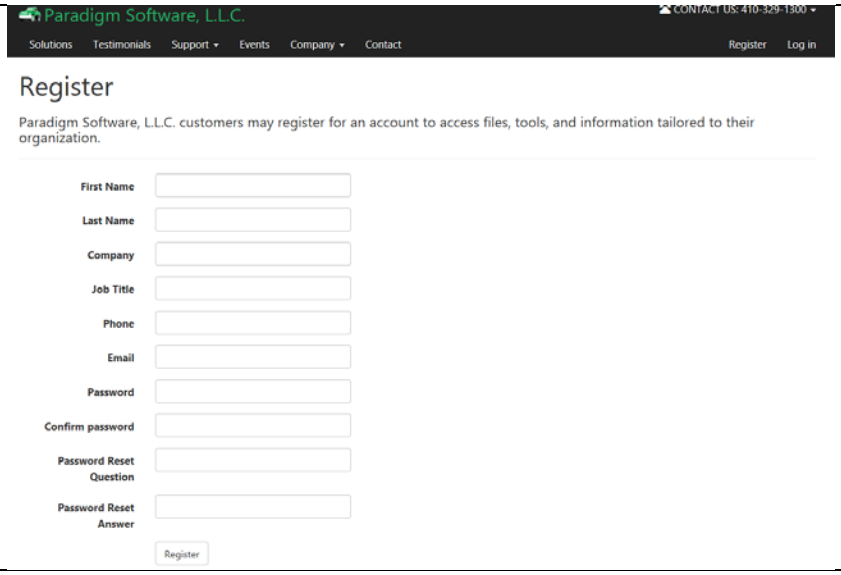
4.10.5 Remote Support

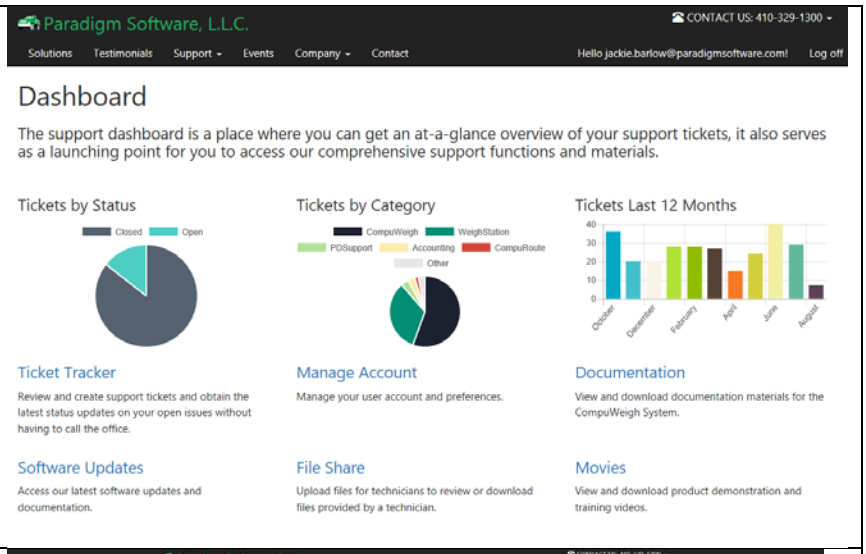
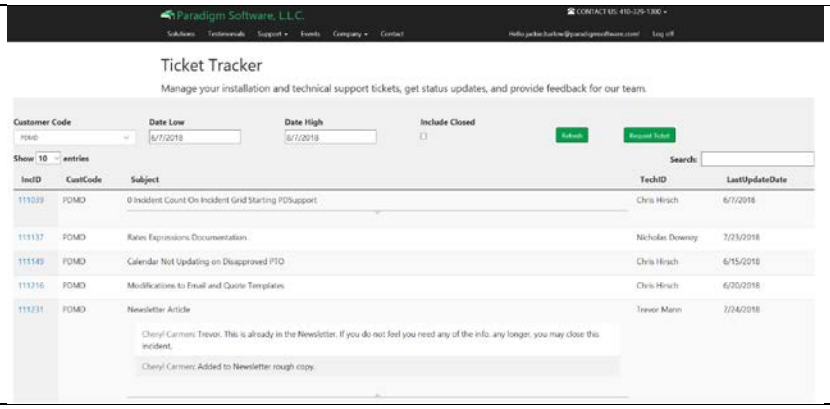
PSLLC works with our customers to provide remote support that meets the Customer's requirements. We have used VPN's, remote desktop, LogMeIn123Rescue and a variety of other options based on customer requirements. By having remote access to the system will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.

4.10.6 Customer Web Portal

PSLLC has implemented our new website that offers our Customers the ability to track their open issues, access to our knowledgebase and other options right from our website.

PSLLC has implemented our new website that offers our Customers the ability to track their open issues and other options right from our website.

Customer Login Screen	
Self-Registration Screen	

Customer Dashboard	
This is a view of open tickets with our support team for an individual customer. Data selection and entry tools using controls built for a purpose allow for quick, easy and accurate information.	

4.10.7 Disaster Recovery Plan

PSLLC will work closely with Customer staff to develop and implement a Disaster Recovery Plan which will include a test environment that mirrors the Customer's production environment.

All device and configuration settings are stored in the database; therefore, the disaster recovery process is very simple. Within the application, once the new computer is in place, when the application is launched the system will prompt the user for the site and lane they are operating. Once identified, the device and configuration settings will be loaded on the machine and the operator is back in business.

4.11 Other Information

4.11.1 Additional Information

The following provide additional information about PSLLC and its offerings.

4.11.1.1 User Groups

PSLLC holds Annual User Group meetings in order to keep our customers up to date on the software and its enhancements. We bring multiple employees to these meetings in order to have multiple contact points for the participants to ensure questions are answered. We have also started looking into regional user groups for our customers to participate in as well. PSLLC is happy to participate. In addition, we email quarterly newsletters with valuable information for our customers. We have these meetings on an annual basis as long as our customer base participation warrants.

4.11.1.2 Supporting Testimonials

PSLLC had the privilege of being interviewed for the following article written by Ed Ritchie which was recently published in the March/April 2014 edition of the MSW Magazine. The article titles *"Resetting the Scales"* discusses the latest developments in scale management systems. One of our many satisfied customers, Deb Bush at Pinellas County, FL was also interviewed for this article and provides insight in the system and how the software and PSLLC have benefited her operations. The article can also be viewed on MSW Management's website - http://foresternetwork.com/daily/waste/resetting-the-scales/.

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Resetting the Scales

Automatic systems mean accurate transactions, fast reporting, and smoother operation.

BY ED RITCHIE

Are you up on the latest developments in scale management systems? When it comes to billing and reporting at landfills and transfer stations, this is a technology that speeds up transactions, cuts hours and days off of reporting tasks, boosts accuracy, and literally redefines the work environment in most every aspect. Does it sound too good to be true? Well, let's start with a look at how automation helped Deb Bush turn around her organization's operations at Pinellas County Solid Waste. Then we'll see some examples of the industry's best offerings. And we'll also provide a link to an RFP that you can use to get proposals to upgrade your operations.

Deb Bush took on a tough assignment when she became manager of The Pinellas County Solid Waste department. It's an integrated solid waste system that has a waste-to-energy (WTE) plant and two landfills. The scales handle more than 1,000 transactions per day, and operations depend on many reports and accurate accounting procedures, in part because of the sorting, and the fact that less than 15% of the waste received ends up in the landfill, while the remaining 85% is converted to energy in the WTE facility. With a capacity to burn 3,150 tons of garbage daily, the WTE facility requires plenty of record keeping, even down to the ash that's generated from the combustion of solid waste, which is transferred to a residue storage and processing building. There's also a landfill for mulch, and all these activities are handled by a variety of independent contractors.

The movement of materials for the WTE plant requires tracking, as does the landfill, and Bush wanted software that would track all scale activities, print tickets, and create video logs. "We needed a better tracking system all around, and it had to tie in to the contracts for operators and the movement of the material around the site," Bush recalls. "The software I inherited wasn't up to the job, and we were eight months behind the end of our fiscal year and hadn't balanced things. Every time we pulled a report, there was a different number. We were over 1,000 transactions a day that accounted for $130,000 worth of business, yet there was no way for us to make sure that we had good cash controls, because we couldn't track things. Also, I suspected that there was theft, and our inspector general office confirmed the problem, but we couldn't say how much because we didn't have video or logs tracking scale activation." Bush gathered her staff and department heads together, and created an RFP to find a supplier that could provide a solution. The search led her to Paradigm Software LLC, of Cockeysville, MD.



Cynthia Salmon

"They have six scale lanes, and they do everything from signature capture to drivers license scanning and video monitoring, and it's all tied into our application," says Jackie Barlow, II, vice president at Paradigm. "They allow their customers to have access to a secure website, and they can run reports on older data. So instead of having vendors asking Pinellas County for a reprint or data on a ticket, they can log into the system and see transactions from a certain date, and it will run that report and show them the data on those transactions. The data can be exported to EXCEL spreadsheet or an RTF file or PDF file."

The county also has the option to offer paperless statements to avoid printing and mailing costs. Customers can make payments by check through the mail or online with a credit card, and it's automatically updated upon approval. The process is fast enough to clear an account for a truck that was turned away at the scales for lack of payment, so it can get back in line without leaving the site. "Paperless billing includes the ticket at the time that driver crosses a scale," Barlow adds. "So it can be an e-mail copy sent to a specified e-mail address every time the transaction is processed, and a batch at the end of the day or any other time. Now if the driver loses his ticket there's still a copy sent as an e-mail so the company doesn't have to call the county and take an employee's time with a request for another ticket."

The paperless system integrates well with Pinellas's video system, and helps with the site's unattended scales. "I don't have just a software package," Bush explains. "It's also tied into

video and everything communicates. So I have videos of trucks on the scale, the contents of the truck, the driver, the tags, and the scale operator. If somebody says they didn't make a trip across the scales and drop a load we can pull it up and identify the truck and the driver." The system reduces wait times for onsite contractors by automating a set of unattended double lanes that are designated for use by contractors moving material between the facilities.

"Those trucks have transponders," Bush adds, "and all the data is captured by the system, so we don't have to manually input the information and it removes the potential for errors and speeds up the daily reports for our contractors at the landfill and waste-to-energy operations. In the past sometimes it would take two to three days before the scale supervisor could figure out a problem with a transaction, so the reports were behind. Now the reports are distributed at 10 o'clock every morning, and they're accurate, so it's very rare that we have problems."

Timely reporting is critical for meeting state and local regulations at the city of Napa, CA, says Chris Shoop, management analyst (recycling coordinator) for the City of Napa Public Works Department. "The most common reports we use are tracking materials and transactions so we can determine how much of something came in or came went out for specific customers within certain periods of time," says Shoop. "The city of Napa has been using Soft-Pak for eight years in the scale house at our recycling and compost facility. We conduct and manage a variety of different scale transactions, capturing and tracking needed data and producing various informational reports. This system has the capability to run those easily, and we can do something as broad as facilitywide or we can drill down to the individual material type or an individual customer if we like."

One of the keys to accuracy in the production of instant updates is RFID/ Bar Code technology, according to Brian Porter, president of Soft-Pak in San Diego, CA. "The RFID/ Bar Code technology allows Napa Valley to instantly close work orders and make data available for reports and analysis," says Porter. "Too many waste haulers have different scale programs that either upload late in the day or only provide for manual data input. The Scale-Pak software was designed to instantly update Soft-Pak's main database with the driver's activities, work orders, and productivity. This real-time information flow assists scale operators, back office personnel, and management's oversight of their different operating units."

The system also works with unattended scales for both intercompany and cash customers during normal operations or during off hours. This cost-saving feature allows for additional capacity and efficiencies without incurring overtime or employing additional resources. There's a variety of options for defining user qualifications and billing methods, Porter adds, "Some customers have taken this a step further, and allowed certain qualified customers to dump during off hours by provided either a scale ticket or a credit process for third-party haulers. Again, allowing the scale entity to collect revenues off hours while still maintaining controls of payments by knowing who is going in or out of the facility." Further verification is possible by capturing driver signatures at a scale station. The signature is automatically stored in the system to alleviate billing discrepancies when invoices are presented.

Shoop adds that automation has made a great impact in controlling long lines at the scales. "We brought in about 120,000 tons of material last year, and our business is growing. The transaction process at the scales



happens very quickly. There's a few screens to go through and you can print out a ticket and receipt for the customer. If it's a cash customer they can pay by credit card, and if it's a billable customer we have accounts and the software allows us to add the transaction and it's billed monthly. Actually, the software has more capabilities than we currently use but we expect things to evolve and have the software evolve with us."

With reporting requirements growing in complexity, scale operations and management systems have to evolve to keep up with the breakneck pace for landfills, recycling, and transfer stations, according to Joe Everman, business manager for Mettler Toledo in Columbus, OH. "There's a tremendous amount of reporting required for the waste industry," says Everman, "It's driven by compliance regulations on the state and local levels, and these vary by governments. For example, operators in California have to adhere to all California state laws in regard to tonnage and usage of landfills and how much reduction is taking place in the green space of a landfill—and also how much is going to recycling and how you're tracking these recyclables."

To make compliance and reporting easier, Mettler Toledo is introducing DataBridge SS, the company's next-generation vehicle scale software, designed to replace the company's current software product OverDrive, a weight and data management product. "Data Bridge MS is our next-level product scale management system," says Santosh Nachu, product manager for vehicle scale software with Mettler Toledo "It manages entire systems, and at this level operations include unattended terminals, with lights and gates to manage. So rather than make it complicated, we have those instructions built in."

Quick setups and even quicker data capture are needed as the industry has evolved, says Everman. "Five years ago, 50% of our business was batched information and a 24-hour turnaround was adequate. But now it's down to less than 20%, and the other 80% needs real-time transmission to a central administration point for invoicing and billing and reporting. The second trend we're seeing is more and more unattended scale houses. They have to be driver friendly because this is a global product and it's available in all types of languages. For example, in California and Florida, where you have Spanish-speaking people, they can go to an unattended terminal and choose between English and Spanish or another language."

Data Bridge takes the process a step further for operators that want to limit driver input. By issuing a badge with a magnetic strip, all the driver has to do is swipe the badge and the system identifies the holder and the language. "You can add a video camera to take a picture of the driver and the contents of the drop," notes Nachu. "Then it can be used for auditing purposes to reconstruct a transaction or to review the approvals and the history of when the load came into the landfill or transfer station"

For reports, the software provides controls

Scale Automation Resources

Mettler Toledo
www.mt.com
Manufacturers of DataBridge SS, comprehensive vehicle scale software for automation of vehicle weighing operations. It includes features for organizing, transactions, record keeping, data analysis, and reporting.

Paradigm Software
www.paradigmsoftware.com
Complete scale operating systems for automation of scale weighing and associated record keeping, accounting, and reporting functions. Plus video integration and unattended system management.

Scale Automation Systems
www.comprosystems.com
Full-service scale and weight data management systems, including RFID and bar coding.

Soft-Pak Software Solutions
www.soft-pak.com
Solutions for both small and large hauling operations; handling all aspects of billing, routing, customer service and scale operations, including RFID and bar coding.

Carolina Software
www.wasteworksonline.com
Products designed to provide a comprehensive approach to waste management information. Features include weighing, billing, accounting, reporting,

Interface Logic Systems
www.interfacelogic.com
Applications to manage solid waste above and below ground at landfills and transfer stations.

Rice Lake Weighing Systems
www.ricelake.com
Manufacturer of weight-related products and process-control equipment.

Air-Weigh
www.air-weigh.com
Products include the LoadMaxx Truck Scale, combining hardware and software technology to accurately measure and display steer and drive axle group weights.

Cardinal Scale Manufacturing Co.
www.cardet.com
Software systems for communicating with weight indicators to collect accurate data.

Emory Winslow Scale Co.
www.emerywinslow.com
Hydrostatic truck scales for waste transfer facilities, landfills, and scrap and recycling facilities.

Fairbanks Scales
www.fairbanks.com
Industrial weighing equipment and service through a network of Fairbanks sales and service representatives and authorized distributors.

Unitec Corp.
www.uniteccorp.com
Manufacturer of truck scales.

Vulcan On-Board Scales
www.vulcanscales.com
Design and manufacturing of strain gage based sensors and load cells. Complete in-house capability: engineering, machining, assembly, and testing.

Vishay Precision Group
www.vishaypg.com
PM Onboard and SI Onboard brands for onboard weighing and overload monitoring systems for vehicles.

Weights and measures

By Lori Lovely

"Everyone has worked off load-cell-based weighing systems," says John Riley, business unit manager for SI Onboard, the world's largest load cell manufacturer. But now there's a new method of onboard weighing that measures the change in angle of a truck's leaf springs. "The industry needed a new method."

LoadGuard is a simple yet advanced monitoring system rather than a weighing system. Small sensors mounted to the leaf springs monitor changes in the angle as weight is added to the truck. Suitable for trucks of 8.3 tons and above, it adapts to all suspension types (air, mechanical, or combinations) and all truck types (rigid, tractor-trailer, or multiple trailer).

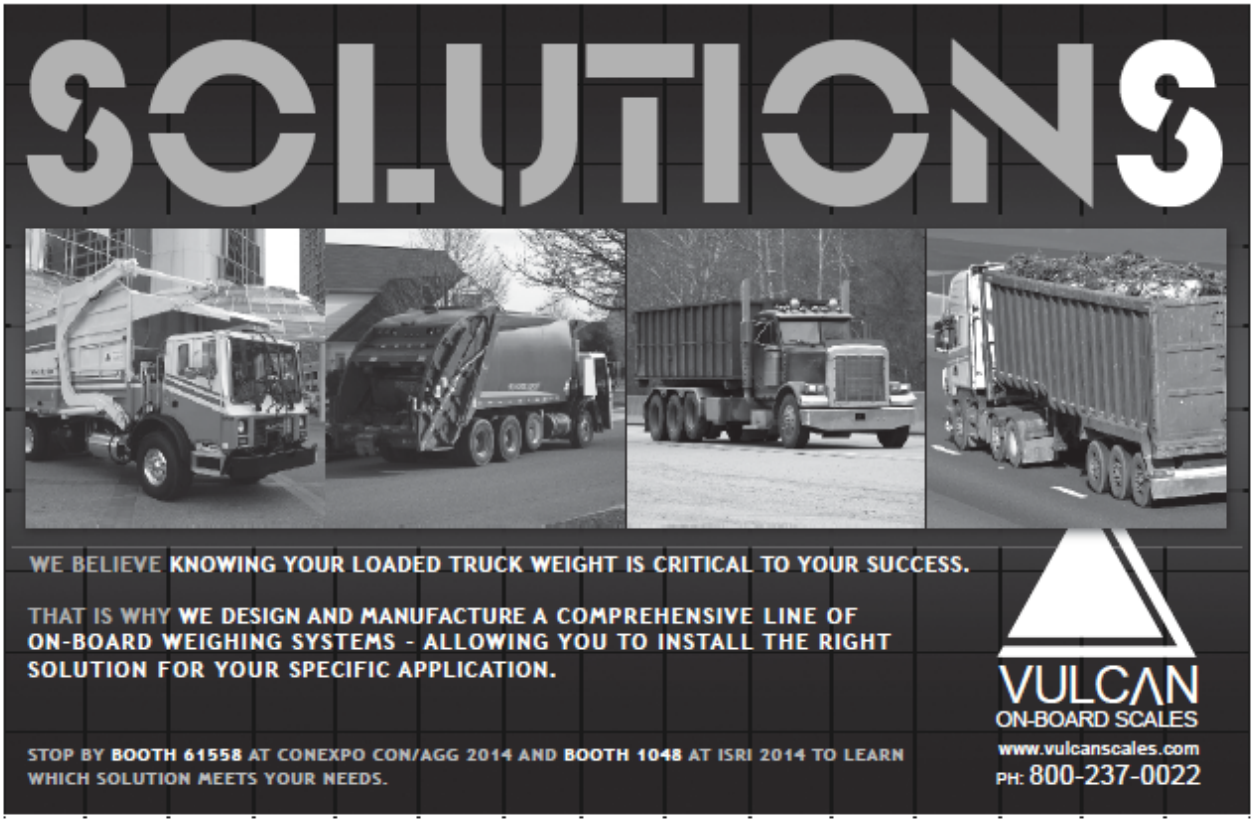
The system measures suspension loading on the axles, providing a display of gross vehicle weight and individual axle weights, with visual and audible alarms to alert when legal limits are exceeded. Reliable and accurate even in rugged environments, the system doesn't need frequent recalibration or repair typical of competitive systems. Neither does it add 600–700 pounds of weight like onboard scales do. It weighs 4 pounds and is easily installed in four hours.

Operating overloaded vehicles can result in heavy fines and damaged vehicles, states SI Onboard. Overloading can also increase safety and liability risk. However, not loading to the maximum legal payload results in lost profits and reduced efficiency. By accurately monitoring payload, fleets can increase safety for the drivers and the public; extend the life of the transport vehicle; reduce costs for maintenance, repair, and tires; increase fuel efficiency while simultaneously reducing greenhouse gas emissions; and keep operators within legal weight limits, while still operating at maximum payload.

Riley says the system can pay for itself in as little as one day. The city of Tulsa's municipal water department fleet earned an overweight fine of $6,000 when the wet soil excavated during the repair of a waterline break was overloaded onto a truck and hauled offsite. By switching to LoadGuard, the department was able to prevent a 15,000-pound overload from resulting in an additional fine, because the crew could easily see the need to make two loads instead of one, he says.

to drag and drop a column header for grouping or sorting. "You can manipulate this massive trove of data and filter down to exactly what you're looking for and export that into various files," says Nachu. "There's also the ability to visualize and populate a chart to see data on customers and metrics, because when you're looking at a sheet of paper it's hard to visualize numbers, but if you can put them in some sort of graph and show a relationship between the entire span of data, that's something valuable to make a quick decision on. The whole point of reports is to understand your business, and graphs are better than a whole bunch of numbers for visualizing the information."

We started in Florida, and branched out to software that's designed for worldwide



usage, but let's circle back to Florida to see what it takes to keep the scales at the Solid Waste Authority of Palm Beach County running efficiently. The authority provides solid waste disposal and recycling services and programs to the county's 1.4 million residents and businesses. Solid waste and recycling collection services are also provided to the residents and businesses in unincorporated Palm Beach County through private haulers under exclusive franchise agreements. To keep track of the high volume of traffic and material processing, the SWA uses AutoPro X Data Collection software from Scale Automation Systems, Dunbar, WV.

"The SWA has collection transfer stations all over the county, where city and private trash haulers bring their trucks," explains Mike Shafer, sales manager for Scale Automation Systems. "The material has to be sorted for either a landfill or a waste-to-energy facility, and they use our system countywide to automate the weighing function with their trunks, and the private companies and local residents. Previously, there were problems with their original system, because the staff did things by hand and the terminals didn't even capture the weight off the scales."

With 700 to 800 vehicles a day, the sheer volume caused mistakes, such as long lines, and trucks ending up at the wrong tipping floor sections, which caused intermixing of materials that bogged down operation when personnel had to hand sort the mixed waste. "That was solved when we implemented the bar coding and classification of materials and tracking in real time," Shafer recalls. "Now if a truck goes to the wrong tipping floor, the system stops them with a display that's bilingual and flags the operations people to warn about a truck unloading in the wrong place, and they can use their radios to stop them."

Bar coding and directions for dumping of loads are critical to the SWA's operations, says Shafer. "The waste has to be tracked, and there can't be intermingling of different waste materials and categories, because the waste-to-energy plants have their own collection points for metals and plastics. The trucks have RFID tags and there's a scale specifically for the trucks leaving the landfill and sorting areas. The tags are scanned at terminals designed so drivers don't have to get out of their trucks. The terminal asks questions about the load and prints a receipt. It's all linked to the county's accounting system, and data is processed on a large mainframe server for reporting in real time, so the information is available immediately."

For the future, the SWA is looking at unattended low-volume transfer stations specifically to handle the county's municipal trucks-only accounts. Those stations will benefit from the progress in RFID technology because RFID tags are no longer just passive carriers of data. Shafer notes that the new systems have reading and writing capabilities that can further boost efficiencies. "When a truck comes to facility, you can read the RFID tag and do the processing. And instead of printing the ticket, an electronic ticket is transferred back to the truck's tag, so the tag stores the data and it can be read and updated at every stop on its route. So there's a history of the vehicles activities, and by fully automating this process, you eliminate the human error factor, and that saves time and money."

Saving time and money seems to be the overriding theme when it comes to scale automation software. For transactions, billing, and reporting, automation has proven to be an ideal tool for accuracy and timely execution of these critical tasks. Moreover, the ability to eliminate costly errors, such as intermingling waste and recyclables, can boost employee satisfaction and even reduce safety risks. Multiple-language capabilities can have the same benefits.

Now the final question is that of finding the right scale automation software for your organization (see sidebar for a list of automation resources). Again, it's time to look to Florida and the experience of Deb Bush at Pinellas County Solid Waste. "Since we're a government agency, we wrote this RFP so others could piggyback off it," Bush explains. "Rather than reinventing the wheel other cities and counties have used our contract because they know how much work we put into this. Our RFP is on the Florida SWANA website [http://goo.gl/LJGPw8], and this organization has a great scale and finance committee that helps our members." MSW

__Ed Ritchie__ is a writer specializing in landfill and recycling technologies.

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Recommendation Letters / Comments



Immediate Release
Nov. 19, 2010

Contact: Marq Caughell
Public Information Specialist
(727) 464-5505

Solid Waste Operations billing goes electronic

New technology enhances customer service

It was a seamless transition for customers at Pinellas County's Solid Waste Operations. The facility now accepts Visa and MasterCard payments and instead of a clipboard with three copies of a ticket to sign, drivers are handed an electronic signature pad. At the end of the transaction, the receipt contains their signature, as well as information about the type and weight of the waste, plus its point of origin and total cost. Behind the scenes, cameras capture pictures of the load, the license plate, driver and vehicle. Driver's licenses are scanned electronically and the information and video are tied to the transaction number. The entire sequence takes a mere 25 seconds.

The enhanced customer service is the result of a new system installed at the scalehouse. Other benefits include two automated lanes that utilize a radio frequency reader device mounted to the vehicle, or a windshield sticker containing a small transmitter. Capturing pre-programmed customer information, a receipt is automatically generated. Customers are able to pull up their account information online and verify transactions, generate reports and pay their bill. To increase payment flexibility, automated check readers that immediately verify and hold funds are planned.

The improvements are the culmination of a multi-year project to design and implement these enhancements to speed transactions and reduce wait times for customers. The project was a success because of the teamwork between Pinellas County Utilities, Business Technology Services, the Clerk of the Circuit Court, Paradigm Software, L.L.C. and Veolia Environmental Services. Solid Waste Operations is located at 3095 114th Ave. N., St. Petersburg. Waste is accepted Monday through Friday, from 6 a.m. to 6 p.m., and Saturday from 7 a.m. to 5 p.m. The scalehouse is closed Sunday and designated holidays. For more information, please visit www.pinellascounty.org/utilities or call (727) 464-7500.

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CITY OF REDDING
CALIFORNIA

CITY OF REDDING
777 CYPRESS AVENUE, REDDING, CA 96001
P.O. BOX 496071, REDDING, CA 96049-6071

SOLID WASTE UTILITY
2255 ABERNATHY LANE, REDDING, CA 96003
P.O. BOX 496071, REDDING CA 96049-6071
530.224.6201
530.224.6212 FAX

November 15, 2018

Mr. Jackie W. Barlow, II
Paradigm Software, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

Dear Mr. Barlow,

This is a follow up to our CompuWeigh v6 upgrade. This week has been a very busy one; but quite a labor of love. We want you to know that our go-live experience has been stellar and we could not have asked for better. We believe the efforts of everyone involved were the key to a successful implementation. All parties spent tireless hours of preparation with testing, programing, configuring, etc.

We found your staff to be exceptionally knowledgeable, and accommodating. Both Jesse and Jake were a dream to work with; we were sad to see them leave. They were very responsive to our needs, had great attention to detail and offered numerous suggestions to save time and effort. It's not often that we are able to interact with industry experts in weighing solutions. We've received several comments that this was the "best go-live ever". We are finding version 6 to be on the cutting edge of technology. We are enjoying it very much.

Your company's individualized support over the next 30 day period following go-live is appreciated. Thank you for the extra attention during this phase. As expected, there are a few items that require follow up but the list is rather short. As you know, the Solid Waste Department has a complex cash posting process and requires custom programming enhancements to the cash file export. If there is anything you can do to help expedite the process it would be greatly appreciated.

We look forward to a continued and mutually beneficial relationship with Paradigm.

Sincerely,

Naomi Murray
Public Works Supervisor

Public Services

128 North Second Street • Fourth Floor Courthouse • Yakima, Washington 98901
(509) 574-2300 • 1-800-572-7354 • FAX (509) 574-2301 • www.co.yakima.wa.us

VERN M. REDIFER, P.E. - Director

January 30, 2008

Mr. Philip Weglein, President
Paradigm Software, L.L.C
10944 Beaver Dam Road – Suite C
Hunt Valley, MD 21030

Dear Mr. Weglein:

Yakima County Public Services, Solid Waste Division, purchased the Paradigm Solid Waste Management Software System in 2006. Since implementation in November 2006, we have found the software to be very user friendly and the support staff have been wonderful to work with. The Paradigm staff are not only prompt in addressing issues that may occur but go out of their way to assist us as questions and issues arise.

The transition from our old canned software program went smoothly. The staff from Paradigm provided training for the administration staff and the scalehouse attendants, so our staff was at ease when the switchover took place. The reporting options are endless and the audit features are exceptional. It is very convenient to be able to review actual numbers flowing through from the scalehouses to the administration office.

Since switching to Paradigm software, we are able to process customers faster, provide more detailed reporting and have a more complete audit trail. Paradigm's ability to modify the software to meet our specific needs has been a tremendous asset to the Solid Waste Division.

We are pleased to recommend Paradigm Software as a positive addition to any solid waste facility.

Sincerely,

Wendy Mifflin
Solid Waste Manager

CITY OF FRANKLIN
SOLID WASTE

417 Century Court
P.O. Box 305
Franklin, Tennessee 37065

January 30, 2006

Mr. Jackie Barlow
Paradigm Software, LLC
1202 York Road
Luthervilie, MD 21093

Dear Jackie:

Thank you so much for the work of Joe Fiedler last week on the installation at the City of Franklin, Tennessee. His service was outstanding and every challenge and road block we inadvertently put in front of him he handled with grace and professionalism.

We look forward to Joe coming back and completing the installation and finishing the training for our staff. I can only tell you at this point that if the software works half as well as Joe does, and we have no reason to believe it won't, we are going to be very happy customers.

Thank you again for your assistance in this project. We are looking forward to a very long and positive relationship as we go into the future.

Sincerely,

Joe Williams
Director of Solid Waste
City of Franklin

JW/sc

(615) 794-1516 - Office www.franklin-gov.com (615) 791-3289 - Fax

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BOARD OF SUPERVISORS
POST OFFICE BOX 100, RUSTBURG, VIRGINIA 24588
www.co.campbell.va.us

COUNTY ADMINISTRATOR
R. DAVID LAURRELL

BROOKNEAL (434) 283-9525
LYNCHBURG (434) 592-9525
RUSTBURG (434) 332-9525
FAX NO. (434) 332-9617

December 2, 2004

Mr. Phil Weglein
President
Paradigm Software LLC
1202 York Road
Lutherville, Maryland 21093

Dear Mr. Weglein:

A big thank you is extended to you, Erica and Joe for the time and commitment during the installation/training process at our landfill. Your cooperation and those of your staff truly shows professionalism.

I had asked Erica to remind me to give her the second payment before she and Joe left, but guess what happened? We all forgot. Enclosed, please find your second payment.

May you and all of your staff have a New Year full of good health, laughter, prosperity, and wonderful memories.

Environmentally yours,

Diane

Diane Dodd
Landfill Office Manager
Professional Waste Management Facility Operator

RESPECTING THE PAST, ATTENDING THE PRESENT, CONCENTRATING ON THE FUTURE

This customer is now part of Virginia's Region 2000 Partnership.

Arnold O. Chantland resource recovery system
110 Center Avenue, P.O. Box 811, Ames, IA 50010 Phone: 515-239-5137 Fax: 515-239-5490

Jackie W. Barlow II
Technical Support/Group Manager
10944 Beaver Dam Road, Suite C
Hunt Valley, MD 21030

Dear Jackie:

You've asked for a testimonial relating to our experiences with you as a company, support, promises kept, etc. And finally I think I have time to do just that! Let me know if there's anything else you need from us.

"Our Paradigm Software was installed in August of 1999. Paradigm sent Chris Holmes from their office to install our program and hardware, as well as to train all staff that would be involved in using it. The company was careful to accommodate our varying schedules to be sure everyone had a chance to use the new program and understand it before going 'live'. After the installation, Chris let us know that we could call any time to get help if we needed it. We also had emergency numbers to call in the event that we needed help during non-traditional office hours; this was very handy on a couple of Saturdays I can think of! Paradigm has been very responsive when we've needed to add things to our system; we tell them what we'd like the system to do for us, and they come up with just what we need. They've been able to fit their program to our rather unusual operation of our waste-to-energy system; we really appreciate the personal attention we've received from the company."

Sincerely,

Lorrie E. Hanson
Principal Clerk

Columbia County Solid Waste, FL

We began looking for a new Scale Software program because of the Y2K scare. We had the opportunity to upgrade our current DOS based scale software program that we had to a windows based program, which was the most inexpensive way for us to go. We called our then current scale software program company and asked for a demo of the new windows upgrade software program and a list of references of the counties currently using the software. We began calling those counties, some of which have had the software program on line for several years (1-to-3 years) and were still having problems with retrieving data and were unable to use the report program, even after going through training classes, after finding out that not one county was satisfied with the software we began looking for other options available. We called other counties to see what they were using and experiences that they have had. During this process we spoke with Alan Altman the Director for Clay County, they had the Paradigm CompuWeigh System installed and asked us to drive over and view the CompuWeigh System up and running. We did just that and were we surprised! To find that the system had so much flexibility and versatility to interface with an accounting software program and it was windows driven, considering we had to do all our reports and compile the data manually. Needless to say we were hooked. We immediately began the purchasing process. We got with Paradigm's Support team and they answered our questions, were very courteous and helpful during the purchasing process. Then came the installation of the CompuWeigh System and setting up the accounting program, and Training the staff. Paradigm sent us the finest as far as we were concerned, "Chris Holmes" he was so knowledgeable about the CompuWeigh System, he was patient with our staff during the training process, he made everything so simple for us, he went over and over everything to make sure we understood it. After the training and Chris left, we had some questions and some things we got stumped on and even though it was during the Thanksgiving holidays Chris gave us every phone number available for him to be reached even at his home, and he was glad to help with our situation. Thanks to Chris for all your help. We have had the CompuWeigh System now for about 1 1/2 years and are completely satisfied with it and are recommending it to other counties that call and ask what scale software program we are using. We still have to call and rely on the support team of Paradigm, Chris Holmes, Jackie Barlow, Jason Webster Chris Weglein and Phil Weglein from time-to-time and we have always gotten a quick response from them. Thanks to Paradigm for such a great Scale Software System.

Bill Lycan - Solid Waste Director
Pam Lashley - Office Manager
Winfield Solid Waste Facility - Columbia County, Florida

Delaware Solid Waste Authority

Since acquiring CompuWeigh and Weigh Stations software from Paradigm Software L.L.C., the Delaware Solid Waste Authority's reporting, auditing and communication abilities have been greatly improved. Paradigm's technical support assistance with the setup of Weigh Station has made our organization's database tracking and control easily manageable. Paradigm Software L.L.C. has developed their software to meet all the needs of their clients without the need for custom programming. With the interaction of Microsoft applications, CompuWeigh software provides unlimited methods of manipulating data for analyses.

Herbert F. Dulin
DSWA Business Analyst

Rodman County, NY

When our facility was looking for a new software package that would accommodate our needs, I put a lot of time and effort in to researching all the latest programs available. I was very impressed with what Paradigm Software, L.L.C. had to offer. Your program provided the flexibility and capability that our landfill was looking for, while being very user-friendly.

We have been using the CompuWeigh System since September 1999 and have been very pleased with the results. The support staff at Paradigm was very helpful in tailoring the program to meet our needs. Paradigm has provided a great deal of assistance with our accounting software program that we download our billing information to, even though it is not part of the CompuWeigh System.

I have found that I seldom have had to call Paradigm for technical assistance as the program has run so smoothly, but whenever I have placed a call, my questions have been answered expediently and explained in a manner that was comprehendible. The customer service at Paradigm Software is exceptional.

I have received calls from other landfills that are exploring new software options and I cannot say enough good things about the CompuWeigh System and the people at Paradigm.

Sincerely,

Jan M. Castro
Customer Service Specialist

4.11.1.3 Proposed Innovations

PSLLC has consistently performed above and beyond our competitors in new innovations on a software, hardware and support level. PSLLC is second to none in providing a state-of-the-art solution and the knowledge and skill to back and support these technologies. Customers who want to protect their investments choose Paradigm Software, L.L.C.

4.11.1.4 PSLLC's Sample Agreement

PSLLC is providing a copy of our standard agreement on the following pages for your review and agree that a mutually negotiated Agreement will be developed by both parties. This is only a **SAMPLE** Agreement and in no way, should be considered final or as an exception to any portion of the RFP. The Agreement covers Standard Support Services and Licensing, System Implementation, Scope of Work, Purchase Price, Payment Schedule, Service Levels, Escrow Agreement and Optional Credit Card Processing and Other required Agreement Addendums. Upon request, PSLLC will provide this Agreement in a Microsoft Word electronic format with track changes turned on for ease of negotiation.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this Standard Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide, and the undersigned customer ("CUSTOMER") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by PARADIGM to CUSTOMER in accordance with the terms and conditions of this Agreement.

PARADIGM agrees and to grant to the CUSTOMER a license to use the software, to deliver and install the Software, and to sell, deliver and install for CUSTOMER the hardware necessary to use the software in accordance with the terms and conditions of this Agreement.

This Agreement and the relationship between PARADIGM and CUSTOMER are governed by the Terms and Conditions and each of the Addenda and Exhibits indicated herein below, each of which is adopted and incorporated herein by reference.

- ☒ Terms and Conditions
- ☒ ADDENDUM A: System Implementation Addendum
  - Exhibit A: Scope of Work
  - Exhibit B: Purchase Price
  - Exhibit C: Payment Schedule
- ☒ ADDENDUM B: Service Levels
- ☐ ADDENDUM C: Escrow Agreement
- ☐ ADDENDUM D: Credit Card Processing
- ☐ ADDENDUM E: Other (if applicable)

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

Customer:

CUSTOMER NAME:

Address

By:_____

_____
(Type or Print Name)

_____
(Title)

Date:_____

Accepted by:

PARADIGM SOFTWARE, L.L.C.:

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By:_____
Jackie W. Barlow, II
Chief Operating Officer

Date: _____

Approved as to form:

By:_____

_____
(Type or Print Name)

_____
(Title)

Date:_____

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

TERMS AND CONDITIONS

1. CHARGES, FEES AND PAYMENT. CUSTOMER shall pay the charges and annual fee for Standard Support Services as specified in Exhibit B to Addendum A (System Implementation). The annual fee is payable annually in advance prior to the first day of renewal term. For all charges and fees, CUSTOMER will pay a late charge of one and one-half percent (1 1/2%) of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later. At its sole discretion, PARADIGM may increase its annual license fee and its annual charges for maintenance and support once each year by giving CUSTOMER at least ninety (90) days' notice prior to the affected term. If PARADIGM provides services not expressly agreed to in this Agreement or in its Addenda, CUSTOMER will be charged and agrees to pay for them at PARADIGM's then-applicable rates. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of CUSTOMER to pursue.

2. CUSTOMER RESPONSIBILITIES. CUSTOMER agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to CUSTOMER hereunder and to install and maintain for the duration of this Agreement, an adequate connection for remote support approved by PARADIGM. CUSTOMER shall allow PARADIGM access to the Software via this connection for the purpose of providing Standard Support Services and will pay all line use charges. CUSTOMER will provide PARADIGM with data dumps as requested, and with sufficient support and test time on CUSTOMER's computer system to duplicate any conditions or problems identified by CUSTOMER or PARADIGM.

3. COVERAGE. The Software eligible for Standard Support Services (as defined below) are CompuWeigh as updated with all current modules, applications, amendments, alterations, enhancements, improvements and updates furnished to CUSTOMER from time to time under warranty (the "Software"). Standard Support Services shall be rendered only to the CUSTOMER's currently supported version of Software running with the applicable operating system version supported by PARADIGM.

4. STANDARD SUPPORT SERVICES. During the term of this Agreement, PARADIGM will provide to CUSTOMER its Standard Support Services described in this paragraph (the "Standard Support Services"). Subject to the license granted to CUSTOMER in the Software, PARADIGM will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to PARADIGM

which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to CUSTOMER by PARADIGM describing the use of the Software (the "Documentation"). Such Standard Support Services will be promptly provided after CUSTOMER has identified and notified PARADIGM of any such error in accordance with PARADIGM's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B. Standard Support does not include the re-installation of the Software or the running of updates to the Software on the CUSTOMER's workstations, servers, or other hardware. The re-installation of the Software or running of updates to the Software on the CUSTOMER's workstations, servers or other hardware will be billed at PARADIGM's then-applicable rates, and in accordance with Addendum B. PARADIGM will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:00 a.m. through 6:00 p.m. Eastern Time on weekdays, except PARADIGM holidays. Such consultation will be available only to one contact or alternate, designated by CUSTOMER in advance in writing from time to time. In addition, if PARADIGM elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally, PARADIGM will deliver updates of the Software to CUSTOMER from time to time, without any charge other than as specified on Exhibit A to Addendum A attached hereto.

5. TERM AND RENEWAL. Provided payment has been made as required hereunder, PARADIGM shall provide CUSTOMER with Standard Support Services for a period of one (1) year. Thereafter, the term for Standard Support Services will automatically renew for successive one (1) year periods, unless either PARADIGM or CUSTOMER gives written notice to the other of an intention not to renew at least sixty (60) days prior to the commencement of any renewal term. The term and renewal of the license of the Software is governed by Addendum A hereto.

6. OTHER SERVICES. CUSTOMER agrees to pay PARADIGM's then applicable rates and charges for services not included in Standard Support Services, together with all costs incurred in connection therewith. Investigation and research for CUSTOMER identified conditions determined by PARADIGM not to be attributed to PARADIGM programming errors shall be billed to CUSTOMER as such other services.

7. PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by PARADIGM under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CUSTOMER under and subject to the license granted in this Agreement and Addendum A hereto. As between the parties, PARADIGM retains all right, title and interest in and to the IP, including, but not limited to, copyrights, trademarks,

service marks, patents and other proprietary rights, and no such rights are conveyed to CUSTOMER by virtue of any portion of this Agreement.

8. TERMINATION. PARADIGM may terminate this Agreement in the event of default by CUSTOMER, including failure to pay fees and charges, at any time after thirty (30) days' notice of such default and the default remaining uncured after the notice period. CUSTOMER may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to PARADIGM.

9. CONFIDENTIAL INFORMATION. "Confidential Information" shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party or to which they may be provided access in accordance with this Agreement. Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person any Confidential Information about which it becomes aware. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know. Each shall safeguard all Confidential Information received by it using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.

10. NO WARRANTIES. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION AGREEMENT.

11. LIMITATION OF LIABILITY. PARADIGM SHALL MAINTAIN GENERAL LIABILITY INSURANCE. PARADIGM SHALL OTHERWISE NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING

ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR STANDARD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR SOFTWARE LICENSE FEES.

12. BENEFIT OF THE BARGAIN. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THESE ALLOCATIONS OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

13. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. CUSTOMER may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of PARADIGM.

14. MISCELLANEOUS.

Complete Understanding. This Agreement, including all of its Terms and Conditions and Addenda are the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter hereof. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both parties.

Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is

intended at the address set forth in this Agreement or at any other address specified by a party in writing.

Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland. This Agreement shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the Commonwealth of Virginia, BUT WITHOUT APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA". The parties consent to venue in Harford County, Maryland.

Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither PARADIGM nor CUSTOMER may employ or solicit to employ persons employed by the other.

Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER or PARADIGM are required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CUSTOMER or PARADIGM, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

Inconsistency. Unless specified to the contrary in any addendum, exhibit, schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

Limitations. Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of or discovery of the first event giving rise thereto.

Independent Contractors. Nothing in this Agreement shall make PARADIGM and CUSTOMER partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts,

obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
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(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A
System Implementation

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the CUSTOMER a license to use the Software as set forth herein below. CUSTOMER agrees to purchase the Hardware, accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Terms and Conditions to which it is attached.

1. CUSTOMER RESPONSIBILITIES. CUSTOMER shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CUSTOMER shall make available qualified personnel to be trained by PARADIGM in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CUSTOMER shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

2. TRAINING. PARADIGM shall provide standard training in the use of the Hardware and Software according to Exhibit B and Exhibit C of this Addendum. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the CUSTOMER and shall be invoiced to CUSTOMER in accordance with the above provisions.

3. DELIVERY. Subject to the manufacturer’s schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that CUSTOMER completes the above training. Exhibit B hereto shall specify who will install and set up the Hardware. PARADIGM will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by PARADIGM (including software) are as provided by the

applicable third-party manufacturers. Good and merchantable title and risk of loss in and to the Hardware shall pass to CUSTOMER upon delivery of each respective Hardware item to the carrier at the manufacturer's or PARADIGM's loading dock as appropriate. CUSTOMER shall pay or reimburse PARADIGM for all costs of Hardware, shipping, rigging, transportation and insurance which shall be invoiced to CUSTOMER in accordance with the above provisions.

4. SECURITY. PARADIGM reserves a security interest, for the amount of all outstanding payments due to PARADIGM hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until CUSTOMER's payment obligations for all Hardware and Software are fully discharged. CUSTOMER hereby appoints PARADIGM as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and PARADIGM shall, at the request of CUSTOMER, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

5. GRANT OF LICENSE. Upon acceptance of the Agreement and the acceptance of this Addendum A, PARADIGM hereby grants to CUSTOMER, and CUSTOMER hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CUSTOMER, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.

6. TERM AND RENEWAL. The term of the license herein granted is ten (10) years commencing with the date of acceptance of this Agreement by PARADIGM, unless terminated earlier as provided herein (the “Term”). If CUSTOMER is not in default under this Agreement or any other agreement with PARADIGM, the Term of this license shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term (the “Renewal Term”), unless CUSTOMER gives written notice of election not to renew the license at least ninety (90) days prior to the expiration of the initial Term. CUSTOMER shall pay a license renewal fee in an amount equal to fifty percent (50%) of the applicable license fee specified on Exhibit B hereto plus any cumulative adjustments for the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the “CPI”) (the “License Renewal Fee”), which License Renewal Fee shall be due and payable immediately upon commencement of the Renewal Term. If customer purchases a “Version Upgrade” at any time during the initial Term, then the Term shall automatically extend for one (1) additional ten (10) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase

price (excluding installation charges) plus all installation charges, including but not limited to airfare, meals, expense, and per diem of PARADIGM's then current rate per day per person. PARADIGM defines modifications to the Software as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the CUSTOMER is currently licensed for (example – going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x).

7. SCOPE. A single, executable copy of the object code version of the Software may be used by CUSTOMER for testing purposes and for processing of data, but such data shall be strictly limited to data of CUSTOMER created or used in the connection with CUSTOMER. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CUSTOMER shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CUSTOMER with a single, back-up copy of the Software which CUSTOMER shall keep in a secure location reasonably approved by PARADIGM in advance. CUSTOMER shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.

8. TITLE AND OWNERSHIP. PARADIGM is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to CUSTOMER, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM on loan during the term of the license granted pursuant to this Agreement. CUSTOMER shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CUSTOMER purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CUSTOMER hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CUSTOMER agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CUSTOMER hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CUSTOMER shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object

programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CUSTOMER shall not disclose, divulge or communicate to any person (including contractors and consultants), except to CUSTOMER's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

9. INDEMNITY. PARADIGM will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) CUSTOMER immediately notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for CUSTOMER the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If PARADIGM concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PARADIGM will refund or credit to CUSTOMER the license fee paid by CUSTOMER under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) CUSTOMER will return the original and all whole or partial copies of the Software to PARADIGM; and (iii) the license granted hereunder will terminate. PARADIGM has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of PARADIGM regarding infringement of intellectual property rights and will survive the termination of this Agreement. CUSTOMER shall indemnify, defend, and hold harmless PARADIGM from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, PARADIGM represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.

10. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CUSTOMER's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to CUSTOMER's site, when operated as recommended. PARADIGM will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CUSTOMER shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CUSTOMER's sole and

exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CUSTOMER's written notice in compliance with PARADIGM's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. PARADIGM makes no warranty as to the Hardware or any products (including software) not manufactured by PARADIGM.

CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CUSTOMER'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

11. TERMINATION. The obligations of PARADIGM under this Agreement shall terminate at the option of PARADIGM upon the failure of CUSTOMER to perform or observe any covenant or obligation set forth herein, provided PARADIGM has given CUSTOMER thirty (30) days prior written notice of the failure, and CUSTOMER has failed to cure such failure within such time. Upon termination, CUSTOMER shall cease using the Software and shall return to PARADIGM, or, at PARADIGM's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by PARADIGM. Upon termination, the obligations of CUSTOMER set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. PARADIGM's rights of repossession may be enforced by Software disablement.

PARADIGM SOFTWARE, L.L.C.
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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT A
Scope of Work (Implementation Milestones)

General

This Exhibit A – Implementation Milestones (the "Milestones") forms part of the Agreement between the Parties dated as of the Effective Date of the Agreement for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, software, and services for the delivery of the CompuWeigh™ Version 6 (the "Scale House Software Solution"). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the CUSTOMER and PARADIGM will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

PARADIGM's Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all PARADIGM's resource assignments for the Project. This Implementation Plan will be reviewed, modified and accepted by both parties.

PARADIGM's Project Manager will be responsible for:

(a) Submitting the detailed Implementation Plan to the CUSTOMER by an agreed upon date after the execution of the Agreement.
(b) Ensuring CompuWeigh™ interfaces with scale regardless of make or model, provided scale has appropriate interface.
(c) One-time import of accounts, trucks and rates from current system to CompuWeigh™ and historical transactional data if agreed to within the Agreement.

(d) Providing regular progress reports as the situation warrants and/or as the CUSTOMER reasonably requests, including meeting/interviewing with CUSTOMER Personnel throughout the Project as required.
(e) Meeting/Interviewing CUSTOMER Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
(f) Attending status meetings either in person or via a designate (as determined by PARADIGM) or through conference calls or such other means as may be mutually agreed upon.
(g) Working with the CUSTOMER's Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
(h) Making required modifications to the Milestones in order to obtain necessary approval(s).
(i) Serving as PARADIGM's key contact for the CUSTOMER.

The CUSTOMER's Project Manager will be responsible for:

(a) Ensuring the mutually agreed project management communication methodology is followed.
(b) Serving as the key contact for PARADIGM; coordinating status meetings either in person or via a designate (as determined by the CUSTOMER) or through conference calls or such other means as may be mutually agreed upon; working with the PARADIGM Project Manager to resolve any issues.
(c) Approving or disapproving the PARADIGM Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any CUSTOMER comments, rejection or approval will be given to PARADIGM no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the CUSTOMER by PARADIGM.
(d) Providing clarification and applicable instructions as requested by PARADIGM throughout the Project.
(e) Monitoring PARADIGM work progress and Milestones; and providing overall direction, management and leadership for the CUSTOMER Project team.
(f) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of PARADIGM's request (whichever is greater), unless the Project Managers from PARADIGM and the CUSTOMER mutually agree to an extended response time.
(g) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
(h) Using his/her best efforts to obtain signoff and approval from the CUSTOMER, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
(i) Forwarding any required Notice of Acceptance to the PARADIGM Project Manager, as appropriate.

The Services will be performed at PARADIGM's/CUSTOMER's facilities as needed during the Project provided that should PARADIGM request resources from the CUSTOMER, such request must be reviewed and approved by the CUSTOMER Project Manager. The CUSTOMER will determine if facilities and appropriate resources will be made available as may be requested from time to time by PARADIGM.

The CUSTOMER will make every effort to provide a site suitable to support the necessary PARADIGM Personnel for the duration of the Project with telephone and network access.

The CUSTOMER will make available to PARADIGM the necessary CUSTOMER Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

(a) CUSTOMER's Project Manager: The CUSTOMER's Project Manager(s) will be the focal point of decision-making and communications between PARADIGM and the CUSTOMER.

(b) CUSTOMER's Project Team: Under the direction of the CUSTOMER Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

(c) PARADIGM's Project Manager: The PARADIGM's Project Manager is responsible for the Milestones and will ensure overall CUSTOMER satisfaction for the Project.

(d) PARADIGM Consultant(s)/Architect(s)/Specialist(s): Under the direction of the PARADIGM Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

Project Team Members

The CUSTOMER and PARADIGM will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

Objectives

(1) The Objectives for the Project are for PARADIGM to implement a fully integrated Scale House Software Solution. This includes the conversion and migration of existing account data from current vendor and truck weighing data from scale, installation and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.

(2) The Scale House Software Solution must include the ability to do the following:
   (a) Must integrate with a Payment Card Industry (PCI) complaint solution for credit card processing.
   (b) Collect the required information on all loads entering and leaving the CUSTOMER's facility.
   (c) Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.

(d) Track all material and tonnages disposed of by paying customers, residents, contractors and charities.
(e) Collect and manage information on loads, tonnages and balances by material type.
(f) Calculate the appropriate charges for loads entering and leaving the sites.
(g) Provide fraud controls and audit functions.
(h) Track account balances for customers (if using the Accounts Receivable and Aging Module).
(i) Collect account information to support the following accounts types and activities:
    i. Cash
    ii. Charge accounts
    iii. Check
    iv. Invoicing
    v. Process payments
    vi. Credit Cards (if WeighPay has been purchased)
(j) Provide Reporting capabilities including:
    i. Operational reporting
    ii. Management reporting
(k) Retrieve information to plan new programs and improve productivity in facility operations.
(l) Implement the requirements identified in the Agreements.
(m) Ad-hoc reporting.
(n) Other functional requirements as specified in the Agreement.

1. **Milestone 1 – Knowledge Transfer from Business Development (BD) to Install Team**
   - Meeting with BD to obtain information during the sales/agreement phase.
   - Review the Agreement and set the following in CUSTOMER record:
     - Set Version Number
     - Set Site, Licensing and Module information
     - Set WeighPay information
   - Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. **Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)**
   - Schedule and perform kickoff meeting.
   - Provide CUSTOMER with incident spreadsheet outlining these Milestones.
   - Provide blank Facility Survey for CUSTOMER to complete.
   - Introduce CUSTOMER to our website to track incidents.
   - Provide CUSTOMER with current hardware/software requirements PDF.
   - Discuss and confirm hardware to be provided by PARADIGM to CUSTOMER.

   PARADIGM will be responsible to:
   (1) Initiate a kick-off meeting which will include a site survey with the CUSTOMER Project Team to review and confirm the CUSTOMER

requirements. This will include confirmation and verification of the hardware the CUSTOMER will need to acquire (if any) to deploy the Software within the CUSTOMER's environment.

(2) Leverage the existing CUSTOMER infrastructure in place and be able to integrate with the existing environment as described. This includes providing the CUSTOMER with general requirements for electrical and communication connections for each equipment location included in the project.

(3) Provide a Testing Plan for the testing of the Scale House Software Solution in the CUSTOMER's environment, including a list of CUSTOMER staff positions that should be involved in the testing which will also be provided to the CUSTOMER Project Manager for acceptance; however, notwithstanding, the CUSTOMER shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing

(4) Determine the dates for which the requirements identified as "Customizations" and which were priced in the Agreement will be available based upon mutual agreement.

(5) Establish the work efforts and the resources necessary for the Project.

(6) Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.

(7) Provide a detailed role-based Training Plan for the CUSTOMER's users of the Scale House Software Solution and CUSTOMER's staff assigned to support the application; the Training Plan will be delivered to the CUSTOMER Project Manager for acceptance.

(8) Purchase, configure and install all hardware provided by PARADIGM as listed on Exhibit B in this Agreement.

CUSTOMER will be responsible to:

(1) Provide PARADIGM with a copy of the database from the current system for conversion requirements (if applicable).

(2) Provide PARADIGM with the appropriate technical resources and information to be used to create the CUSTOMER's database.

(3) Review, comment and if acceptable, approve the hardware specifications.

(4) Ensure that PARADIGM has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the CUSTOMER for installing and configuring the Scale House Software Solution.

(5) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.

(6) Provide Notice of Acceptance with respect to the approved Milestones.

3. Milestone 3 – Order Hardware

- CUSTOMER to order any hardware as necessary to support the Scale House Software Solution. PARADIGM to provide Minimum/Recommended System Requirements.
- Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

4. **Milestone 4 – Programmer to Search for CustCode Specific Customizations (Upgrades Only)**
   - Paradigm task to assign programmer to search CW5 code for customer specific programming/comments.
   - Create additional incidents if customizations are necessary.

5. **Milestone 5 – Facility Survey Review**
   - PARADIGM and CUSTOMER to review completed survey.

6. **Milestone 6 – Vision Diagram/Documentation**
   - CUSTOMER to provide images/pictures of facility(ies).
     - Scale house
     - Scale lanes
     - Site
   - PARADIGM will create Visio diagram of the following:
     - Title page
     - Device legend
     - Overhead satellite view
     - Building layout
     - Hardware diagram
     - System architecture
     - Birds-eye view
     - MSMQ
     - Unattended

7. **Milestone 7 – Collect Data**
   - For new customers, CUSTOMER to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).
   - For upgrade customers, CUSTOMER to provide current CW5 database and INI files from Office and all remote sites.
     - OF2 files will help determine office settings.
     - WS2 files will help determine scale settings.
     - Dev files will help determine existing hardware in use.

8. **Milestone 8 – Create Version 6 Database and Folder Structure**
   - PARADIGM will use DBUpdate6 to create CW6 Database and Folder Structure.
   - CUSTOMER to inform PARADIGM on which version of SQL will be used.

9. Milestone 9 – Review Conversion INI Tool and INI Files (Upgrade Only)

- PARADIGM will run the tool to copy office INI files to C:\PD30\INI, run tool, save as excel file, and then run tool again for each additional site's INI files.
- PARADIGM to review any device INI files to search for existing hardware.
- PARADIGM to run record count script to review tables to make sure there are no custom/odd/less frequently used tables being used.
- PARADIGM installation tech will closely examine the table limiting by site settings.
- PARADIGM to review the [SiteCode] column in the rates table in conjunction with these settings.
- PARADIGM will make sure CW6 is configured properly to match the actual behavior of CW5.
- Relevant CW5 INI settings:
    - WS2
    - [Main]
    - PTRange
    - VTRange
    - OTRange
    - MaterialRange
    - DTRange
    - ET1Range
    - ET2Range
    - ET3Range

10. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion

- For upgrade customers, PARADIGM to use DBUpdate6 to convert all setup tables and approximately 1 year (most recent) of historical transactions.
    - Prior to running conversion program, use DBUpdate6 to update the new blank database to the latest CW6 structure and run DBUpdate in CW5 to upgrade the old database to the most recent CW5 structure.
- For new customers, PARADIGM will analyze current data and create specification for programmers to convert the critical setup tables and, if in contract, historical transactions.
- Discuss with CUSTOMER the plan if setup data will be loaded again in the future. At some point, customer will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

PARADIGM will be responsible to:

(a) Provide the full system Implementation Plan with timelines and Milestones.
(b) Create conversion scripts or routines from sample data provided by the CUSTOMER.
(c) Review with the CUSTOMER and rectify sample data script conversion errors until CUSTOMER Acceptance of the converted data.
(d) Perform data conversion(s) as needed and load onto the target platform.

(e) Install the Scale House Software Solution at the CUSTOMER facility in accordance with the full system Implementation Plan.
(f) Install and configure the hardware on the required lanes.

CUSTOMER will be responsible to:

(a) Provide sample data as required.
(b) Review the data mapping document, if such document is necessary.
(c) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist PARADIGM in correcting the errors.
(d) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the PARADIGM application once the Scale House Software Solution is accepted.
(e) Make sure CUSTOMER Personnel, space and other resources are available for Scale House Software Solution deployment to all CUSTOMER Sites.
(f) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
(g) Review Scale House Software Solution Documentation.

11. Milestone 11 – Test Environment Milestone

- PARADIGM and CUSTOMER will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
    - Allows the CUSTOMER to test any update provided by PARADIGM resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The CUSTOMER can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
    - Allows CUSTOMER's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
    - Allows CUSTOMER's existing employees to test any of the thousands of software setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

PARADIGM will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the CUSTOMER Test Environment, will be completed by the CUSTOMER (with assistance provided by PARADIGM) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

(a) Deliver and install software and hardware for the CUSTOMER.
(b) Successful acceptance test of all required and proposed functions.

(c) Successful demonstration that the Solution's performance and capacity meets the CUSTOMER's requirements; and in accordance with PARADIGM's documentation.
(d) Preliminary training of users. The testing period will include:
(a) Collect the required information on all loads entering and leaving the CUSTOMER's facility.
i. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
ii. Modifications to required Documentation.

CUSTOMER will be responsible to:

(a) Review and approve the draft acceptance test proof of concept document.
(b) Execute, review and approve acceptance test results.
(c) Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 – Production Environment Milestone

- PARADIGM and CUSTOMER will create a Production Environment for both the office and various site servers/workstations that will be using the software.

13. Milestone 13 – Transaction Scenario Guide and Documentation

- PARADIGM and CUSTOMER will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- For Upgrade Customer only, PARADIGM will create reports from CW5 database to analyze most common transactions for past 12 – 18 months.
- The guide is critical for CUSTOMER user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- PARADIGM will supply CUSTOMER with electronic CW and WS Training guides and manuals.

PARADIGM will be responsible to:

(a) Review and identify out of the box and customizable functionalities.
(b) Document integration point(s) and interface(s) requirements.
(c) Review the sample data provided by the CUSTOMER and develop data conversion plan for data migration.
(d) Prepare a draft acceptance test plan for the CUSTOMER's review and consideration.
(e) Install the Scale House Software Solution on the CUSTOMER's Test Environment.
(f) Configure and customize the Scale House Software Solution to meet the requirements of the Agreement.
(g) Test the Scale House Software Solution on the CUSTOMER's Test Environment.
(h) Assist the CUSTOMER in conducting its preliminary acceptance test.
(i) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

CUSTOMER will be responsible to:

(a) Provide PARADIGM with details surrounding any customizable functionalities.
(b) Review of the PARADIGM recommended preliminary acceptance test plan and development of the CUSTOMER's preliminary acceptance test plan.
(c) Review and approve the data migration plan.
(d) Provide a Notice of Acceptance with respect to the approved Milestones.

14. Milestone 14 – Programmer Liaison Meeting

- PARADIGM to assign Programmer Liaison if necessary.
    - Install technician will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the install manager.

15. Milestone 15 – Remote Training

- PARADIGM to provide CUSTOMER with any remote training as identified in the Agreement.
    - Train on adhoc reporting and to recreate customer reports prior to going onsite.
    - Run through WeighStation and CompuWeigh Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. Milestone 16 – Configure Hardware

- PARADIGM and CUSTOMER to test and configuration of hardware provided in the Agreement.
- PARADIGM and CUSTOMER to test and configuration of hardware (such as printers, scales, etc.).

17. Milestone 17 – MSMQ Configuration (if purchased)

- PARADIGM to successfully install and test MSMQ prior to on-site arrival.

18. Milestone 18 – Ticket Setup and Review

- CUSTOMER to provide PARADIGM with desired ticket layouts.
- PARADIGM to create desired ticket layouts.
- CUSTOMER to confirm/approve ticket layouts.

19. Milestone 19 – Email Configuration

- CUSTOMER to provide PARADIGM with Email credentials.
- PARADIGM will configure Email within the software.
- CUSTOMER will test Email configuration.

20. Milestone 20 – WeighPay Configuration (if purchased)

- PARADIGM and CUSTOMER to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.

- Hardware – PARADIGM and CUSTOMER to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
    - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- PARADIGM to document Middleware/Gateway, and Processor.
- CUSTOMER to provide responses to the following questions (additional questions may be necessary):
    - Does CUSTOMER do pre-authorizations?
    - Does CUSTOMER use Store and Forward?
    - Does CUSTOMER require signatures?
    - Does CUSTOMER let operators perform voids/refunds?

21. Milestone 21 – Custom Report Review

- CUSTOMER to provide reports that are to be created within CW6.
- PARADIGM to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- PARADIGM and CUSTOMER will discuss any custom reports needed either from upgrade from CW5 or if they were specified and agreed to in new Agreement.
- PARADIGM to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

22. Milestone 22 – Ad-hoc Report Conversion/Creation

- CUSTOMER to provide reports that are to be created within CW6.
- PARADIGM to train CUSTOMER on the creation of Ad-hoc Reports.

23. Milestone 23 – Batch Report Creation

- CUSTOMER to provide PARADIGM reports that are to be included in Batch (Scheduled) Reports.

24. Milestone 24 – AR and Aging/Posting

- If Posting to a third-party accounting package:
    - CUSTOMER will provide export file requirements.
    - PARADIGM will develop custom export to third-party accounting package per requirements.
- If using PARADIGM's AR and Aging:
    - CUSTOMER will provide Invoice and Statement layouts.
    - CUSTOMER will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. Milestone 25 – Book Travel

- PARADIGM Tech to meet with Install Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with CUSTOMER and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with CUSTOMER.

- PARADIGM to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. Milestone 26 – Installation Work Plan

- PARADIGM to present CUSTOMER with the specific schedule of the events that will occur while on-site.
- CUSTOMER to approve installation work plan.

27. Milestone 27 – Database Maintenance Task

- PARADIMG to configure and setup the Universal Service and scheduling PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If CUSTOMER's DBA schedules their own backups, PARADIGM will work with DBA to ensure proper files are included.

28. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live

- PARADIGM will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- PARADIGM to perform file backup.
- Depending on the CUSTOMER's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
    - InsFunds tables (Purge and Reload if Upgrade)
    - Z Out (Purge and Reload)
    - Trans table for the testing period
    - Hold Table (Hold.Trans)
    - Actg Batch table (If Using AR and Aging)
    - A2_Payment table (If using AR and Aging)
    - Offense Table (if using offenses)
    - CustomFreeUnits Trans (If Using Custom Free Units)
    - Purge History Schema (Use DBUpdate)
    - Purge Audit Logs (Use DBUpdate)
    - Reset Sequence Numbers
    - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

29. Milestone 29 – Go-Live

- PARADIGM and CUSTOMER will participate in this Milestone to cutover from the current solution to CW6.

30. Milestone 30 – Final Historical Transaction Data Conversion

- PARADIGM may need to reload most recent transactions up to Go-Live.

- PARADIGM will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

31. Milestone 31 – Post Installation Checklist

- PARADIGM will review Post Installation Checklist to ensure all items have been completed.
- PARADIGM will provide the Final Installation Note document to the CUSTOMER to assist with understanding the transition from the installation team to the support team.

32. Milestone 32 – Knowledge Transfer from Install to Support

After a full billing has occurred, the installation technician will present the details of the project to the Support team.

- Present the installation to the Support Team. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

33. Milestone 33 – Install Manager Post Go-Live Follow-Up

- PARADIGM's Install Manager will schedule a call with the CUSTOMER's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has meet the expectations of the CUSTOMER and if there are any open items that need to be address.

34. Milestone 34 – Introduction to the Support Department Manager

- Schedule call with Support Manager, Lead Install Tech and CUSTOMER's Primary Contact to introduce the Support Manager and detail the support process to the CUSTOMER to ensure CUSTOMER is contacting support for support related issues going forward.

35. Milestone 35 – Business Development Follow-Up

- Task for Business Development to contact CUSTOMER's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B
Purchase Price Schedule

Qty	UM	Description	Unit Price	Extended Price

Licensing, Customization and Implementation Total:	**$0.00**
Annual Support Services Total:	**$0.00**

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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C
Licensing, Customization and Implementation Payment Schedule

Percentage Due:	Amount Due:
100% - Hardware Due Upon Acceptance Prior to Installation	$0.00
40% - Due Upon Contract Execution	$0.00
25% - Due Upon Receipt of Software	$0.00
25% - Due Upon Go-Live	$0.00
10% - Due 30 Days After Go-Live	$0.00
	$0.00

Annual Support Services Payment Schedule

Percentage Due:	Amount Due:
100% - Due 90 Days After Go-Live	**$0.00**

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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM B
Service Levels

1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- "**Business Day**" shall refer to 7:00 a.m.to 6:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday and Friday, except for statutory holidays
- "**Custom Hardware**" means all hardware assembled or manufactured to meet CUSTOMER specifications and supplied to the CUSTOMER by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- "**Incident**" means any CUSTOMER query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the CUSTOMER purchased or leased from PARADIGM.
- "**Hardware**" means all hardware supplied to the CUSTOMER by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- "**Software**" means all software supplied to the CUSTOMER by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- "**Statutory Holidays**" – the following days are the statutory holidays that PARADIGM's Offices are closed. If any changes, PARADIGM will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
    - **New Year's Day** – January 1st if it falls on a weekday, else the Monday following
    - **Good Friday** – Friday before Easter Sunday
    - **Memorial Day** – The first Monday following May 22nd
    - **Independence Day** – July 4th if it falls on a weekday, else the Monday following
    - **Labor Day** – 1st Monday in September
    - **Thanksgiving** – 4th Thursday in November
    - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between PARADIGM and the CUSTOMER for support services to be provided by PARADIGM to the CUSTOMER, thereby ensuring a timely and efficient resolution to any Incidents encountered by the CUSTOMER in the use of Software.

3. Objectives of Service Level Requirements

The CUSTOMER and PARADIGM acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between PARADIGM and the CUSTOMER to ensure effective support for the CUSTOMER's end users.
- To document the responsibilities of the CUSTOMER and PARADIGM with respect to the Service Level Requirements.
- To ensure that the CUSTOMER achieves the provision of high quality of service for its end users with the full support of PARADIGM.
- To define the services to be provided by PARADIGM and the level of service, which can be expected by the CUSTOMER.
- To detail the information PARADIGM requires from the CUSTOMER in order for PARADIGM to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the CUSTOMER and PARADIGM to communicate credible and reliable information.

First, the CUSTOMER and PARADIGM acknowledge and agree that it is important that there be a clear chain of communication between PARADIGM and the CUSTOMER. The contact information for the key personnel of each of the CUSTOMER and PARADIGM are listed in Annex "A" and Annex "B" to this Addendum B to the Agreement.

Second, the CUSTOMER and PARADIGM acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types "Type 5" and "Type 6" are exclusive to PARADIGM; in some instances, CUSTOMERs/Partners may support Types 1-4 in part or in whole. See Annex "B".

During the provision of Standard Support Services, PARADIGM is required to comply with the CUSTOMER's protocols for remote access and software change control.

4.1 Type 1 – Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform customer of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3

4.2 Type 2 – Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up

- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of custom hardware (provided by PARADIGM per manufacturer's warranty)
- Inform customer of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 – Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents
- Problem replication
- Third-Party software integrations (provided by PARADIGM)
- Inform customer of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 – Updates and Installations

- Provide Updates to CUSTOMER for installation in Test Environment
- Provide Updates to CUSTOMER for installation in Production Environment

4.5 Type 5 – Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.6 Type 6 – Review and Refresh (Billable)

- Multi-day session on topics to be agreed with CUSTOMER; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by CUSTOMER
- Advise on Best Practices

5. Service Level Requirements

5.1. Incident Severity Ranking

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the CUSTOMER and PARADIGM under one of the following three classifications and according to their "severity ranking" impact on core areas of the Software function listed in the table below:

(1) Displaying information to Operators
(2) Capturing information from site peripherals
(3) Acquiring / Storing information from the Software

Severity Ranking	Identification	Description

1	**Emergency**	**Complete stop or major breach of the Software or Hardware ceases CUSTOMER operations for one or more users at a critical period.** (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	**High**	**Major problem that disrupts operations during working hours. A work around may be available to assist the customer until the problem is resolved.** Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of "Emergency". (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	**Medium**	**Problem that impacts operations and requires resolution and has an acceptable workaround for the short term.** (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	**Low**	**Minor problem or request for information from users**. (Example: Configuration settings, requests for information purposes only, etc.).
5	**Wish List**	Suggestions for improvement, ideas or input from customers that would be considered for future updates or upgrades to the application.

5.2. Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the CUSTOMER or contact in the immediate hour of receiving the	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours

	incident notification		
2 High	Respond immediately to the CUSTOMER or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and CUSTOMER representative
3 Medium	Respond immediately to the CUSTOMER or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and CUSTOMER representative
4 Low	Respond immediately to the CUSTOMER or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and CUSTOMER representative

5.3. Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the CUSTOMER’s operations, the CUSTOMER can escalate (Annex A) and address the problematic situation with the management team of PARADIGM to agree on a plan of corrective actions. As part of PARADIGM’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by PARADIGM to the designated PARADIGM and CUSTOMER management contacts listed in Annex A to this Addendum B.

Response Time Exceeded	CUSTOMER will contact Support Manager to expedite response
Corrective Plan Time Exceeded	CUSTOMER will request Support Manager to support problem diagnosis

6. PARADIGM Support Hours of Service

Emergency Severity Incidents

PARADIGM offers telephone coverage 24x7x265 for **incidents with critical impact on operations, i.e. those with "Emergency" severity ranking as defined by the table in Section 5.1 of the Addendum B,** with response time for Emergency Incidents **within one** hour.

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 6:00 p.m. (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends – Friday to Monday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays – From 6:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. PARADIGM Primary Reporting Responsibilities

PARADIGM proposes to review, on an annual basis, the performance of the support team in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually-agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with PARADIGM in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. CUSTOMER Primary Reporting Responsibilities

CUSTOMER will provide a prime and secondary Contact(s) through which all reported problems encountered by the CUSTOMER would be funneled for subsequent notification to PARADIGM. These individuals must have a working knowledge of the software and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The CUSTOMER is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the CUSTOMER's operation. The CUSTOMER will refer all problems to PARADIGM in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on CUSTOMER Operations:
- Other pertinent information (as appropriate):
- The CUSTOMER will supply PARADIGM with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that PARADIGM can investigate reported problems.
- In order to maintain ongoing Standard Support Services, the CUSTOMER is responsible to ensure all Support payments to PARADIGM are current.

9. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the CUSTOMER and PARADIGM.

10. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the CUSTOMER or outside of the control of PARADIGM. Examples of exclusions include, but are not limited to:

- CUSTOMER infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM C
Escrow Agreement

THIS ESCROW AGREEMENT (this "Agreement") is made by and among Paradigm Software, L.L.C., a Maryland limited liability company ("PARADIGM"), Shaffer, McLauchlin and Stover, LLC, a Maryland Limited Liability Company (the "ESCROW AGENT") and the undersigned Customer ("CUSTOMER").

PARADIGM and the CUSTOMER have entered in to a certain Standard Support Services and Licensing Agreement. This Addendum to that Agreement governs the custody and release of source code to be held by ESCROW AGENT for certain computer software licensed to the CUSTOMER by PARADIGM. It includes and is subject to all of the Terms and Conditions and Addenda attached to the Agreement itself, all of which are incorporated herein.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

PARADIGM SOFTWARE, L.L.C.:

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By:_____
Jackie W. Barlow, II
Chief Operating Officer

Date: _____

SHAFFER, MCLAUCHLIN AND STOVER, LLC:

836 South Main Street, Suite 102
Bel Air, MD 21014

By:_____
Eric E. McLauchlin
Partner/Member

Date:_____

CUSTOMER NAME:
Customer Address

By:_____

_____
(Type or Print Name)

_____
(Title)
Date:_____

TERMS AND CONDITIONS

1. Deposits

ESCROW AGENT has accepted and currently holds on deposit a single copy of the source code for certain computer programs ("Source Code") that have been licensed to CUSTOMER pursuant to a written license agreement (the "License Agreement"). PARADIGM shall deposit an updated copy of the Source Code upon each general release of such updates, and each updated copy shall upon deposit be deemed the Source Code under this Agreement. The copy of the Source Code held by ESCROW AGENT shall be and remain the exclusive property of PARADIGM, and ESCROW AGENT will hold the Source Code as specifically provided in this Agreement. ESCROW AGENT will hold the copy of the Source Code in safekeeping at its offices and may deliver a copy of the Source Code to CUSTOMER, but only under the conditions specified below. Upon reasonable request, and at CUSTOMER's cost, CUSTOMER may examine the copy of the Source Code to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by PARADIGM at its premises in Cockeysville, Maryland.

2. Conditions for Release

CUSTOMER shall be entitled to receive from ESCROW AGENT and to make limited use as herein provided of a single copy of the Source Code, if (i) PARADIGM releases the Source Code to other licensees as a matter of general policy; (ii) PARADIGM refuses to offer CUSTOMER error correction services or changes required to comply with federal regulations at PARADIGM's standard rates and on its standard terms and conditions; (iii) PARADIGM becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) PARADIGM as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the License Agreement. Any of the foregoing events is referred to below as a "Release Condition."

Upon the happening of any Release Condition, CUSTOMER may at its option give ESCROW AGENT written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Escrow Agreement Dated _____," (ii) specify the Release Condition with reference to the applicable section of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which CUSTOMER desires to have released; and (iv) be given within sixty (60) days of CUSTOMER's knowledge of the happening of the applicable Release Condition.

Upon receipt of the Notice, ESCROW AGENT shall send a copy to PARADIGM by commercial form guaranteed delivery, including encrypted retrieval (“Secure Delivery”). If PARADIGM denies or disputes an alleged Release Condition, PARADIGM shall, within

fifteen (15) days after the receipt of the copy of the Notice from ESCROW AGENT, deliver to the ESCROW AGENT a statement (the "Statement") identifying its dispute. ESCROW AGENT shall send a copy of the Statement to CUSTOMER by Secure Delivery, and ESCROW AGENT shall continue to hold the Source Code in accordance with this Escrow Agreement. If ESCROW AGENT does not receive the Statement within the applicable time period, or if ESCROW AGENT is informed in the Statement that PARADIGM's denial of statements in CUSTOMER's Notice does not apply to certain applications or modules, ESCROW AGENT is authorized and directed to deliver a copy of the applicable Source Code to CUSTOMER. Upon delivery to CUSTOMER under any circumstances, the Source Code shall become a part of the licensed software and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement.

In the event that PARADIGM delivers the Statement to ESCROW AGENT in the manner and within the time period set forth above, ESCROW AGENT shall not release a copy of the Source Code or any part thereof, to CUSTOMER unless (i) required to do so by order of a court of competent jurisdiction, or (ii) ESCROW AGENT has received written instructions with authorized signatures of both PARADIGM and CUSTOMER requesting release to CUSTOMER. The ESCROW AGENT may withhold release of the Source Code to the CUSTOMER if fees or costs owed by the CUSTOMER to the ESCROW AGENT are unpaid.

3. Payments and Fees

CUSTOMER shall pay to PARADIGM $200.00 upon the execution of this Agreement for the establishment of an account plus $100.00 for the initial deposit. Thereafter, CUSTOMER shall pay to PARADIGM $100.00 per calendar year for maintenance of the account.

CUSTOMER shall pay to PARADIGM and PARADIGM shall pay the ESCROW AGENT $300.00 as an Acceptance Fee for the establishment of the account plus $100.00 for the initial deposit. Thereafter, CUSTOMER shall pay to PARADIGM and PARADIGM shall pay the ESCROW AGENT an annual fee for maintenance of the account according to the ESCROW AGENT’s Schedule of Fees in effect from time to time, which amount is currently $100.00 per calendar year. CUSTOMER shall pay the Acceptance Fee at the time the ESCROW AGENT signs the Escrow Agreement. CUSTOMER shall further reimburse ESCROW AGENT for all out of pocket costs in connection with its performance of services hereunder, including without limitation the cost of media, copies, delivery charges, long distance charges, postage, shipping, handling and insurance.

4. Termination and Cancellation

It is the responsibility of the CUSTOMER to forward the annual Escrow Fee to PARADIGM. Failure of CUSTOMER to pay PARADIGM the applicable fees, within thirty (30) days written notice of payment due, shall result in the cancellation of the Escrow Agreement and the termination of ESCROW AGENT’s obligations under the terms

thereof, in which case ESCROW AGENT shall return the Source Code to PARADIGM and shall have no further obligation hereunder.

This Agreement shall also terminate upon delivery of a copy of the Source Code to CUSTOMER in accordance with the terms of this Agreement or the termination of the License Agreement, whichever occurs first. The delivery of a copy of the Source Code to CUSTOMER hereunder shall act as a termination of all of PARADIGM's responsibilities, all of PARADIGM's warranties, and all of PARADIGM's software maintenance obligations under the License Agreement and all other agreements.

5. Limitation on ESCROW AGENT's Responsibility and Liability

As a fiduciary, conservator, receiver or guardian of the Source Code that it receives, ESCROW AGENT's obligation is solely one of safekeeping. ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code. The ESCROW AGENT cannot and does not warrant the content of the Source Code that it receives from PARADIGM, regardless of the media used to transmit it. ESCROW AGENT's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its CUSTOMERS at the same location. However, ESCROW AGENT shall not be responsible for any loss or damage to the Source Code due to changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of ESCROW AGENT. ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

In no event shall ESCROW AGENT be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or malfeasance. ESCROW AGENT shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

PARADIGM and CUSTOMER shall jointly and severally indemnify ESCROW AGENT against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of ESCROW AGENT), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

PARADIGM and CUSTOMER acknowledge that ESCROW AGENT has previously represented and represents PARADIGM regarding other transactions, but nonetheless

enter into this agreement, consent to the representation by ESCROW AGENT of PARADIGM, and waive any conflict created hereby, whether actual or potential, real or perceived. Each party has been advised to seek legal representation prior to executing this agreement. PARADIGM and CUSTOMER acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the ESCROW AGENT to perform hereunder or to represent PARADIGM as to matters unrelated hereto.

6. Intellectual Property

The release of the Escrow Material to a Licensee will not act as an assignment of any Intellectual Property Rights that the Licensor or any third party possesses in the Escrow Material. Without prejudice to Section 6, the Escrow Material shall remain at all times the confidential and intellectual property of its owner. In the event that Escrow Agent releases the Escrow Material to the Licensee, the Licensee shall be permitted to use the Escrow Material only for the Release Purposes.

7. Bankruptcy

PARADIGM acknowledges that this Escrow Agreement is an "agreement supplementary" to the License Agreement as provided in Section 365(n) of Title 11, United States Bankruptcy Code (the "Code"). PARADIGM acknowledges that if a Trustee in a case under the Code rejects the License Agreement or this Escrow Agreement, CUSTOMER may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Code. After the commencement of a case under the Code by or against PARADIGM, and unless and until the License Agreement is rejected upon written request of CUSTOMER to the Trustee, Trustee (a) shall not interfere with the rights of CUSTOMER as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Source Code from the ESCROW AGENT. If the Trustee rejects the License Agreement or this Escrow Agreement and CUSTOMER elects to retain its rights hereunder and upon written request of CUSTOMER to the Trustee, the Trustee shall provide the Source Code to the CUSTOMER.

8. Resignation

The ESCROW AGENT may resign by delivery of a thirty (30) day written notice to both PARADIGM and the CUSTOMER. The ESCROW AGENT will deliver the Source Code upon the joint written direction of PARADIGM and the CUSTOMER received within thirty (30) days of the date on the ESCROW AGENT’s notice of resignation. If no joint direction is received within the time period outlined, the Source Code will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014 to serve as acting trustee, until the parties mutually agree on a successor escrow agent.

9. Miscellaneous

Complete Understanding. This Escrow Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Escrow Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Escrow Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Escrow Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland

Governing Law. This Agreement shall be deemed to have been entered into in Maryland and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Maryland.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM D
Credit Card Gateway Processing

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to provide Credit Card Services as defined in and in accordance terms and conditions set forth in Schedule A and Schedule B hereto (“Credit Card Services”). The Terms and Conditions of this Addendum and Schedule A and Schedule B shall relate only to the CardConnect Services.

THIS ADDENDUM, INCLUDING ALL OF ITS TERMS AND CONDITIONS, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO CREDIT CARD SERVICES AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. EXCEPT FOR THE TERMS OF THIS ADDENDUM AND ITS SCHEDULE A AND SCHEDULE B, THE ORIGINAL AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS ADDENDUM REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE REVERSE SIDE OF THIS PAGE. BY SIGNING WHERE INDICATED BELOW, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

TERMS & CONDITIONS

TO CREDIT CARD PROCESSING GATEWAY SERVICE

These Terms and Conditions, as well as the terms set forth in the terms of the Agreement to which they are attached, constitute the Addendum ("Addendum") between Paradigm Software, L.L.C. ("PARADIGM") and the contractual party utilizing the Products and Services hereunder ("CUSTOMER"). The terms herein shall relate only to the use and provision of the Products and Services defined herein. For adequate consideration, the receipt of which is hereby acknowledged, PARADIGM and CUSTOMER, intending to be legally bound, mutually agree to the following terms and conditions:

1. **Definitions**. Certain capitalized terms shall have the meanings set forth below:

1.1. "**Authorized Users**" means persons or entities that are authorized by CUSTOMER to access and use the Services.

1.2. "**Documentation**" means the written materials provided to CUSTOMER, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other related documentation to assist or describe the Services and/or the Products provided through PARADIGM.

1.3. "**Engagement Hardware**" means the applicable hardware provided through PARADIGM to the CUSTOMER and certified for use with the Services and used by CUSTOMER to enable the use of certain of the Services.

1.4. "**Gateway Services**" means the transaction processing services provided to CUSTOMER through PARADIGM's Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of CUSTOMER to a payment processing network.

1.5. "**Credit Card Platform**" means the cloud-based payment solution owned and maintained by PARADIGM's Vendor including the hardware and software utilized for processing credit, debit and other transactions as well as transmitting other data between a CUSTOMER, a software solution utilized by a CUSTOMER, as well as the consumers of the goods and/or services provided by the CUSTOMER.

1.6. "**Product(s)**" means all equipment, Engagement Hardware, firmware, Software, and other applications, including all updates, modifications, enhancements, replacements, provided to CUSTOMER through PARADIGM under this Addendum.

1.7. "**Services**" means the services provided by PARADIGM to allow CUSTOMER to access the select Gateway Services provided by Vendor and its Credit Card Platform.

1.8. "**Software**" means the software programs, including without limitation the software related to the Gateway Services and Credit Card Platform as well as related software & all pass-thru software licenses from third-party software providers whose software is part of the offering under this Addendum.

1.9. "**Vendor**" shall mean the owner and operator of the Processing and/or Gateway Platform. For the purposes of this Addendum, CUSTOMER has selected:

☐ Axia

☐ CardConnect

2. **Use of Services and Products**. Subject to and conditioned on CUSTOMER's and its Authorized Users' compliance with the terms and conditions of this Addendum, during the Term, CUSTOMER and its Authorized Users may access and use the Services and the Products. PARADIGM shall use commercially reasonable efforts to provide the Services to CUSTOMER and its Authorized Users. Any terms for the purchase of Engagement Hardware shall be set forth in the applicable Schedule. PARADIGM may, in its discretion from time to time, without liability to CUSTOMER, revise, modify, update, limit or replace any Products or Services in whole or in part, provided the Products and Services are not adversely affected in any material manner and PARADIGM provides reasonable notice to CUSTOMER prior to the occurrence of any such event.

3. **Documentation**. PARADIGM shall provide CUSTOMER access to electronic versions of any applicable Documentation that PARADIGM makes generally available to its customers of the same Services and Products. CUSTOMER may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by CUSTOMER, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4. **CUSTOMER Responsibilities**. PARADIGM shall provide CUSTOMER access to electronic versions of any applicable Documentation that PARADIGM makes generally available to its customers of the same Services and Products. CUSTOMER may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by CUSTOMER, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4.1 CUSTOMER agrees to use the Products and Services in accordance with applicable laws and the Documentation provided by or through PARADIGM.

4.2 CUSTOMER is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data as it is entered or uploaded. PARADIGM is not responsible for any inability to perform Services due to CUSTOMER's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software.

4.3CUSTOMER shall not transmit or store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties. CUSTOMER shall ensure that its use of the Product complies with all laws directly or indirectly applicable to CUSTOMER and its Authorized Users. CUSTOMER agrees to execute any and all documents and comply with any and all applicable procedures, rules and regulations which PARADIGM, its Vendor or applicable law may require in connection with the Products and Services, including without limitation, procedures, regulations, and rules, as may be amended from time to time, promulgated by American Express, MasterCard, VISA, Discover, various other

payment networks, NACHA, the settlement bank, and insurance carriers (collectively "Association Rules"). CUSTOMER also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. CUSTOMER agrees to not directly and knowingly use the Products or Services to engage in any activities in violation of federal or state anti-kickback laws. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO CUSTOMER'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES AND PRODUCTS IN WAYS THAT ARE NOT IN COMPLIANCE WITH LAWS.

4.4CUSTOMER understands that CUSTOMER may not process transactions on behalf of any other entity or individual and that the use of the Products and Services is provided herein as a service for a single merchant account. Any attempt to use the Products and Services herein for more than one Merchant account without additional agreements and fees for each merchant may result in additional fees and charges, the revocation of rights to the Products and/or Services and termination of this Addendum.

4.5This Addendum may not be sold, traded, assumed or otherwise transferred to another individual or entity without the express written consent of PARADIGM.

5. **Authorized Users**. CUSTOMER shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, the applicable laws or other agreements, all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. CUSTOMER shall have sole responsibility for terminating the access previously granted to any Authorized User, whether for termination of employment, reassignment, or any other cause. PARADIGM may disable an Authorized User's access to the Services at any time in its sole discretion if PARADIGM has reason to believe that such Authorized User poses a security risk or has violated the terms of this Addendum. CUSTOMER is responsible for designating user IDs and passwords for any and all Authorized Users. CUSTOMER agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify PARADIGM immediately if access to such information is, or is thought to have been, released to any unauthorized party. CUSTOMER agrees not to allow multiple users to access the Software using a common account or user credentials. Security and control of assigned user ID's and passwords are the sole responsibility of CUSTOMER and PARADIGM shall not be held responsible in any way for any breach in system security as a result of CUSTOMER's actions or inactions relating thereto.

6. **User IDs**. CUSTOMER is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Addendum whether or not such activities have been authorized by CUSTOMER. CUSTOMER shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Products and Services as contemplated by this Addendum, including those related to data privacy, international communications and the transmission of technical or personal data. CUSTOMER shall: (i) notify PARADIGM immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or

computer or device containing such information; (ii) take all steps reasonably necessary to prevent access and use of the Services by unauthorized users; and (iii) not provide false identity information to gain access to or use of the Services or the Software.

7. **Payment Terms**. CUSTOMER shall pay the fees for the Products and Services as set forth in the Sales Agreement. The fees and charges shall be debited or billed in accordance with the terms of the Original Agreement.

8. **Products**. At no time shall CUSTOMER utilize the Products or Services in any manner not consistent with the Documentation or the terms herein and shall not attempt to open any Engagement Hardware in any way. CUSTOMER shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, CUSTOMER will be required to purchase Engagement Hardware and keep such Engagement Hardware in good working order. PARADIGM shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Engagement Hardware. CUSTOMER shall be responsible for the purchase, installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and to access the Software. The Engagement Hardware shall be subject to a manufacturer's warranty as between CUSTOMER and the device manufacturer as administered by the manufacturer. PARADIGM does not provide any warranties of any kind for the Engagement Hardware. Title and risk of loss of the Engagement Hardware shall pass to CUSTOMER upon shipment. CUSTOMER shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. PARADIGM assigns to CUSTOMER any third-party warranties and indemnities for the Engagement Hardware. CUSTOMER's sole and exclusive remedy for the breach of any such third-party obligations shall be against the applicable third-party manufacturer or Vendor, and not against PARADIGM.

9. **Telecommunications; Internet access**. For the avoidance of doubt, PARADIGM does not provide telecommunication or other wireless or internet services. CUSTOMER is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of CUSTOMER's systems and access to the Services. CUSTOMER agrees to process data using third party programs, including specifically internet "browser" programs that support appropriate data security protocols compliant with applicable laws. PARADIGM makes no warranties of any kind and expressly disclaims in regard to the security and/or the services provided by any third-party telecommunication or any wireless or internet provider. PARADIGM shall not be responsible or liable for any failure, delay or deficiency in communications or transmission facilities, integration into third party software, infrastructure or Services.

10. **Improper Use**. Failure to comply with the terms of this Addendum or the Documentation may result in damage to the Products. PARADIGM shall have no liability for damage or any losses to the extent that it resulted from CUSTOMER's negligence, willful misconduct or failure to comply with the terms of this Addendum, the Documentation, or any other written instructions provided by PARADIGM or the Vendor to CUSTOMER.

11. **Ownership**. Except as otherwise provided for herein, this Addendum shall not be deemed to grant to CUSTOMER or any Authorized User any ownership interest in the Products, Documentation, or Services. All Products, Documentation, Services and any derivative works based thereon, including any improvements, enhancements, modifications, updates, versions and releases, whether or not patentable or registered, will remain the exclusive property of PARADIGM (collectively, the "**PARADIGM Materials**") or the Vendor. PARADIGM expressly reserves all rights to PARADIGM Materials not specifically granted herein. CUSTOMER shall not: (i) attempt to assign the right to access or use the Products or Services to any third party; (ii) allow or authorize access to or use of the Products or Services to any persons other than Authorized Users; (iii) use the Products or Services for any purpose other than CUSTOMER's own internal business purposes; (iv) reverse engineer, disassemble or decompile the Products or Services or attempt in any fashion to obtain the source code to the Software or the Credit Card Platform; (v) knowingly use the Products or Services to send or store infringing or unlawful material or information; (vi) knowingly use the Products or Services to send or store material containing harmful computer codes, viruses, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity of the Products or the Software contained therein or Services or the data contained therein, or (viii) attempt to gain unauthorized access to the Software or Services or related systems or networks.

12. **Confidential Data**. The Products and Services enable CUSTOMER to transmit, store, and receive certain information relating to financial transactions for CUSTOMER and its Authorized Users (the "Services Data"). The Services Data will include confidential information of CUSTOMER's Authorized Users. State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to confidentiality and other obligations that may limit the right of CUSTOMER and persons acting on its behalf to make use of the Services or to transmit certain information to third parties. CUSTOMER represents and warrants that it will, at all times during the term of this Addendum and thereafter, comply with all laws that are directly or indirectly applicable to, or that may now or hereafter govern, the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Services Data. It shall be CUSTOMER's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such applicable laws. CUSTOMER, at all times during the term of this Addendum and thereafter, shall be solely responsible for obtaining and maintaining all legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Services Data transmitted, stored, or received in connection with the Services. CUSTOMER ACKONWLEDGES THAT PARADIGM WILL NOT ACCESS, RETRIEVE, STORE OR USE SERVICES DATA IN CONNECTION WITH CUSTOMER'S USE AND OPERATION OF THE SERVICES. PARADIGM DISCLAIMS ANY OBLIGATIONS RELATED TO SERVICES DATA. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY CUSTOMER ACTS OR OMISSIONS IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR CUSTOMER'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED BY IT.

13. **Equitable Relief**. The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

14. **Warranties and Disclaimers**. Subject to the limitations of this section and subject to such limitations as are expressly provided elsewhere in this Addendum, PARADIGM represents and warrants that PARADIGM has the legal right to perform the Services and provide Products to CUSTOMER and its Authorized Users, either itself or through third parties. The Services provided by it hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event CUSTOMER believes PARADIGM has breached the warranty in the foregoing sentence, CUSTOMER shall promptly notify PARADIGM thereof including information necessary to allow PARADIGM to examine the issue and to re-perform any Services containing reproducible errors. THE SERVICES AND PRODUCTS ARE PROVIDED TO CUSTOMER ON AN "AS IS," WITH ALL FAULTS BASIS. PARADIGM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN. PARADIGM MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES DATA OR THE SOFTWARE IS ACCURATE, COMPLETE, OR RELIABLE. PARADIGM FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. For the avoidance of doubt, PARADIGM makes no warranties of any kind in regard to the services provided by any telephone company or other telecommunications provider. PARADIGM shall not be responsible for any failure of any telecommunications provider however constituted or described. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply.

15. **Exclusion of Damages**. IN NO EVENT SHALL PARADIGM BE LIABLE TO CUSTOMER FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR ENGAGEMENT HARDWARE, OR ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY PARADIGM OR ANY THIRD PARTY SOFTWARE PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY WHETHER OR NOT

SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply.

16. **Limitation of Liability**. EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN, CUSTOMER EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PARADIGM ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT, THE SERVICES OR THE CREDIT CARD PLATFORM, PAYMENT TERMINALS OR THE GATEWAY OR ARISING OUT OF THE BREACH OF ANY WARRANTY PROVIDED BY PARADIGM, OR THE MANUFACTURER OF EQUIPMENT. IF, DESPITE THE OTHER TERMS OF THIS AGREEMENT, PARADIGM HAS ANY LIABILITY TO CUSTOMER FOR ANY LOSS, HARM OR DAMAGE, THE PARTIES AGREE THAT PARADIGM'S LIABILITY TO CUSTOMER OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARMS, OR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND RECEIVED BY PARADIGM SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR EXPENSES) PROVIDED PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTHS PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREIN. CUSTOMER ACKNOWLEDGES THAT, ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, PARADIGM WOULD NOT PROVIDE THE SERVICES TO CUSTOMER.

17. **Indemnification**. PARADIGM shall defend and hold harmless CUSTOMER and its Affiliates, officers, directors and employees from any claim that the use of the Services violates or infringes any third party's patent, copyright, trade secret or any other intellectual property rights. CUSTOMER shall give PARADIGM prompt notice of any such claim, shall cooperate fully with PARADIGM in its defense of the claim, and PARADIGM shall have sole control of the defense and settlement of any such claim. Should the Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, PARADIGM's sole liability shall be, at its option, to procure the right to use Services free of such liability or to replace or modify the Services to be non-infringing. In the event that neither of the foregoing options is commercially reasonable in PARADIGM's sole discretion, PARADIGM shall have the right to terminate this Addendum without further obligation and shall return to CUSTOMER any prepaid fees for Services not yet rendered. PARADIGM shall have no obligation to defend or indemnify CUSTOMER for any claim arising from CUSTOMER's use of the Services inconsistent with its Documentation or in combination with any software not provided or approved by PARADIGM.

18. **Term**. This Addendum shall be effective on the date hereof and shall continue for the length of the term of the Original Addendum (the "**Initial Term**") and shall continue thereafter for successive additional one-year terms (each a "**Renewal Period**" and together with the Initial Term, the "**Term**") unless either party hereto provide written notice to the other of its intent not to renew at least sixty (60) days prior to the end of the then-current Term.

19. **Intended Third Party Beneficiary**. Vendor shall be designated as an intended third-party beneficiary of the contractual rights of PARADIGM herein and under the Original Agreement with respect to the Products and Services that are the subject of this Addendum.

SCHEDULE A

Qty	UM	Description	Unit Price	Extended Price
		Setup Fees (One-Time)		
	EA	Gateway Account Setup Fee	$0.00	$0.00
	EA	Terminal Setup Fee	$0.00	$0.00
	EA	Equipment – Ingenico iSC250	$0.00	$0.00
Project Total:				**$0.00**

BUSINESS CONTACT INFORMATION

Corporate Name:
DBA:
Contact Name:
Address:
Phone:
Email:

SHIPPING INFORMATION

Corporate Name:
DBA:
Contact Name:
Address:
Phone:
Email:
Shipping Type*:

**Shipping Options: Express Saver, 2 Day, Standard Overnight, or Priority Overnight*

SCHEDULE B

Qty	UM	Description	Unit Price	Extended Price	Annual Service Charge
0	MO	Gateway Account Monthly Fee (1 terminal per month – recurring fee – will be added pro-rata based on Go-Live compared to renewal term)	$0.00	$0.00	$0.00
0	MO	Gateway Terminal Monthly Fee (1 terminal per month – recurring fee – will be added pro-rata based on Go-Live compared to renewal term)	$0.00	$0.00	$0.00
0	MO	Gateway Per Transaction Tier (>3,000 and up to 5,000 transactions per month) *	$0.00	$0.00	$0.00
Annual Service Charge:					**$0.00 / Year**

* Gateway Per Transaction Tier: The Gateway Per Transaction Tier fee is calculated based on 36,000 estimated annual credit card transactions. If the customer's average exceeds 5,000 transactions per month for the term, the customer will be moved to the next higher tier as shown in the table below for the following renewal term. A reconciliation will be performed on or around December 1, 2018 and annually each December thereafter during the term to determine the tier for the following renewal term.

Current Gateway Services Fee Tiers**

Description	Monthly Fees	Annual Fees
Gateway Per Transaction Tier (<1,000 transactions per month)	$153.00	**$1,836.00**
Gateway Per Transaction Tier (>1,000 and up to 3,000 transactions per month)	$405.00	**$4,860.00**
Gateway Per Transaction Tier (>3,000 and up to 5,000 transactions per month)	$630.00	**$7,560.00**
Gateway Per Transaction Tier (>5,000 and up to 10,000 transactions per month)	$900.00	**$10,800.00**
Gateway Per Transaction Tier (>10,000 and up to 12,500 transactions per month)	$1,350.00	**$16,200.00**
Gateway Per Transaction Tier (>12,500 and up to 15,000 transactions per month)	$1,800.00	**$21,600.00**

**Fees are subject to change annually. PARADIGM will provide CUSTOMER with at least sixty (60) days' notice prior to the renewal term of any changes to the fees listed in the Current Gateway Services Fee Tiers table.

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5. Authority Responsibilities

PSLLC understands the requirements of the RFP for the Customer's facilities. During the contract finalization and software development phase of the project, the following participation is requested from the Customer:

- Purchasing and legal staff for contract negotiation.
- A designated project manager(s) for assistance with facility survey and software specification finalization.
- A network administrator for configuring the communication network.
- The scheduling of system users for training.
- System acceptance tester to verify the readiness of the system.
- Work area for PSLLC personnel to work when on-site.
- A designated contact for mapping of data from current system to CompuWeigh™.

While on-site the Customer participation necessary would be as follows:

- A designated project manager(s) for assistance with staff coordination and Customer contacts.
- A network administrator for configuration, troubleshooting, modifying the communication network.
- End Users for class room and hands on training.
- System acceptance tester to verify the readiness of the system.
- Work area for PSLLC personnel to work when on-site.

Testing / Development
Test / Development Environments
PSLLC highly recommends that the Customer setup a test environment that closely matches the production environment as much as possible. A test application/SQL server would be setup and as many client machines as necessary would be configured with the software to be used for the following functions:

Prior to Go Live, the Test Environment would be used for:

- Testing of initial product delivered
- Training for the various programs and modules used by the Customer, as well as end user, administrative and IT training
- Testing of any updates installed prior to Go Live involving bug fixes, program enhancements, or program upgrades

Once the Customer is Live, the Test Environment would be used for:

- Training for any new users
- Refresher training for existing users
- Testing of any new updates prior to installing into production environment

System Testing
PSLLC's approach to system testing involves thoroughly reviewing the facility survey and working with Customer staff to ensure every transaction scenario that crosses the scale is setup and handled properly in the system prior to training.

During training, PSLLC trainers will go over each unique scenario and ask the scale house operators to practice processing each of those scenarios. When possible, using a stack of tickets from the non-PSLLC system to enter into WeighStation helps operators to relate the process to the new system and helps test the new system to ensure information is storing and displaying properly and that fees are calculating correctly. During initial training though, we are more concerned with getting users familiarized with the process.

PSLLC recommends a parallel configuration to perform full system testing and can work with the Customer to determine the location and duration of the parallel testing. At a minimum, Paradigm typically recommends doing one or more days of full parallel testing, including processing all transactions for the day and running as many reports as possible on that day to be able to compare tonnages and fees within all aspects of the system. If reports do not match and one or more specific tickets did not duplicate correctly from prior system, either due to user error or a program bug/configuration issue, we can void the incorrect tickets, re-enter those tickets, and re-run the reports to ensure tonnages and dollar values match. At that point, testing can be accepted, but the Customer and PSLLC can always discuss if additional parallel testing is needed to ensure Customer and PSLLC are confident with the solution.

Test Planning
The testing strategy is to train each user how to perform all of their daily processes, whether that be transaction processing for a scale house operator, truck or account management in the office, or debit memos/credit memos for an accountant. The test plan will involve various unit and parallel testing measures to ensure all processes can be successfully and accurately performed in the new system. PSLLC and the Customer will unit test each module purchased by the Customer, further broken down by specific processes within certain modules or applications, again to ensure that each end user can perform all existing and new functionality that is required. Unit testing areas include:

- WeighStation
    - Processing Transactions
    - Reports
    - Z-Out and End of Day Processes
    - Administrative Duties
- CompuWeigh
    - Account Edit
    - Truck Edit
    - Transaction Edit
    - Reporting
    - Posting

- Modules
    - A/R and Aging Module
        - Posting
        - Invoices
        - Debit Memos
        - Credit Memos
        - Finance Charges
        - Payments
        - Aging
        - Administrative Duties
    - Unattended Module
    - Message Queuing Module

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6. Optional Additional Capabilities

The following Modules are available for an additional fee that the Customer may be interested in to enhance functionality of the systems.

6.1.1.1 Custom Free Units Module

This optional module allows the system the ability to permit certain customers to bring in materials at no or a reduced charge up to a certain allowed amount/limit. Once that amount/limit has been reached, the customer would then be charged the specified amount/limit for that material.

6.1.1.2 Disposal Authorization Slips Module

This module allows the Customer to issue a specified number of slips to an account for the disposal of material. Once the number of slips issued has been reached, the account is no longer allowed to dispose under this arrangement.

- Authorization can be limited to
    - A total trip limit (number of times the authorized account can dump)
    - A daily trip limit (number of times the authorized account can dump in a given day)
    - A total permitted net weight
    - One or many haulers
    - Any number of
        - Transaction Types
        - Materials
        - Destinations
        - Origins
        - Vehicle Types
        - Extra table fields (Customer Defined Fields)
    - A date range that the permit is allowed

The number of unique authorization slips to generate can be defined. More authorization slips can be generated by an administrator if additional slips are required in the future.

A list of unique authorizations slips and their status can be reviewed.

The following page shows an example of a DAS with a barcode.

"The Preferred Choice"

District of Columbia
Department of Public Works
Dump Authorization Slip

Slip #: 00002-03223

Authorization Number:	001-727-629	**Slip No.:**	00002-03223
Bill Acct/Name:	Acct. 997 - Office of Contracting and Procurement	**Start Date:**	November 1, 2014
		End Date:	November 30, 2014

Hauler Acct/Name 1:	Collins Brothers	**Load Restrictions:**	1
Hauler Acct/Name 2:		**Maximum Daily Loads:**	0
Hauler Acct/Name 3:		**Maximum Weight Allowed:**	0
Material Code/Desc 1:	Bulk	**Allowed Sites:**	Fort Totten Solid Waste T.S. 4900 Bates Road NE Washington, DC 20011
Material Code/Desc 2:			
Material Code/Desc 3:			

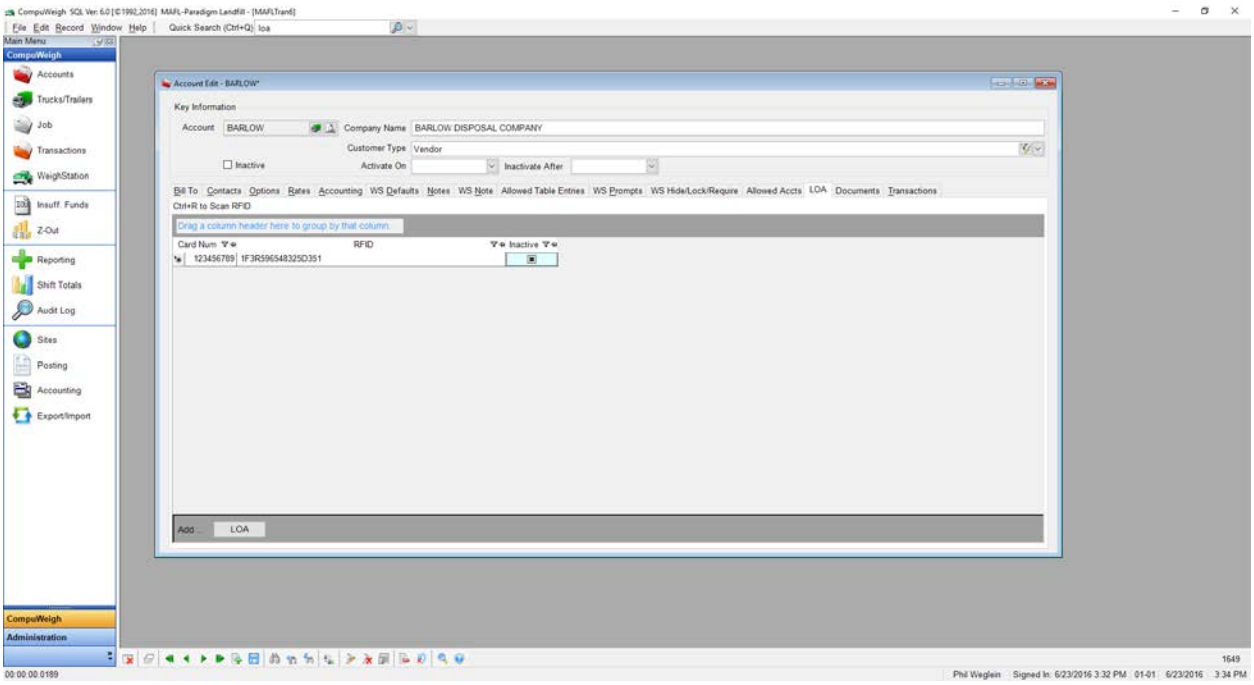
Comments:

"The Preferred Choice"

Slip #: 00002-03223

6.1.1.3 Letter of Authorization Module

This optional module allows the Customer to provide a vehicle with a proximity card that permits them to dispose of material for a specific account.



LOA Restrictions screen. Authorizations are by the card only and no other restrictions can be placed. If the customer has the proximity card, they can bill to the approving account for any material.

6.1.1.4 Inventory Module

The Inventory Module allows the customer to track the quantity of commodities at various locations. Inventory locations can be setup for an entire site or for a particular site section such as the SSRM Stockpile. Inventory commodities can contain any number of materials. The inventory reports can display the summarized commodity quantities assigned to each location for both current and past days. They can also display a detailed breakdown of the commodities brought in since a particular day.

6.1.1.5 Offenses Module

This optional module allows the user to track offenses that are reportable for your customer's. These offenses can be captured at the time of the transaction and then can be identified when this customer enters the facility in the future. The Offenses Module allows you to track when a specific account, or more commonly, when a specific vehicle, performs an offense/violation. Offenses do not have to tie to a transaction; however, most commonly, they are documented during the transaction process.

6.1.1.6 Radiation Module

This module allows the integration (if customer's radiation detectors are able) of the radiation detector and the WeighStation application. If an event is triggered from the radiation detector, the WeighStation application can stop the transaction from being processed and the events can be logged in the database. Additional features can be added to email certain individuals upon the event (Alerts Module) and requiring supervisor approval to override the event.

6.1.1.7 Driver's License Scanning Module

The optional Driver's License Scanning Module provides the customer with an easy way to capture a person's information. This can be handled through a barcode scanner, magnetic swipe card reader or optical character recognition (OCR) based on the Customer's desires and the format of the driver's license. This information is captured by the application and stored with the transaction as desired by the Customer.

6.1.1.8 Folio Tracking Module

This optional module will be utilized to track customer visits to the Customer's facilities. The main screen of the app will present the user with sign in fields to access the system. The user will also be able to select which site they are processing transactions for if the device is used for multiple facilities. After the user has accessed the system, they will see the main transaction processing screen. The screen will also allow the user to select the size of the load and if necessary, the number of tires they are disposing of at the facility. Based on the Customer's specifications, the size of the load is matched to a point system. The user will have the ability, if desired, to take a picture of the load for documentation purposes on the contents of the transaction. The application has the ability, if desired, to capture the signature by the customer signing the phone with their finger. Once the transaction is complete, if desired, the system can print a receipt on a Bluetooth or USB connected thermal receipt printer.

6.2 Wireless Solution

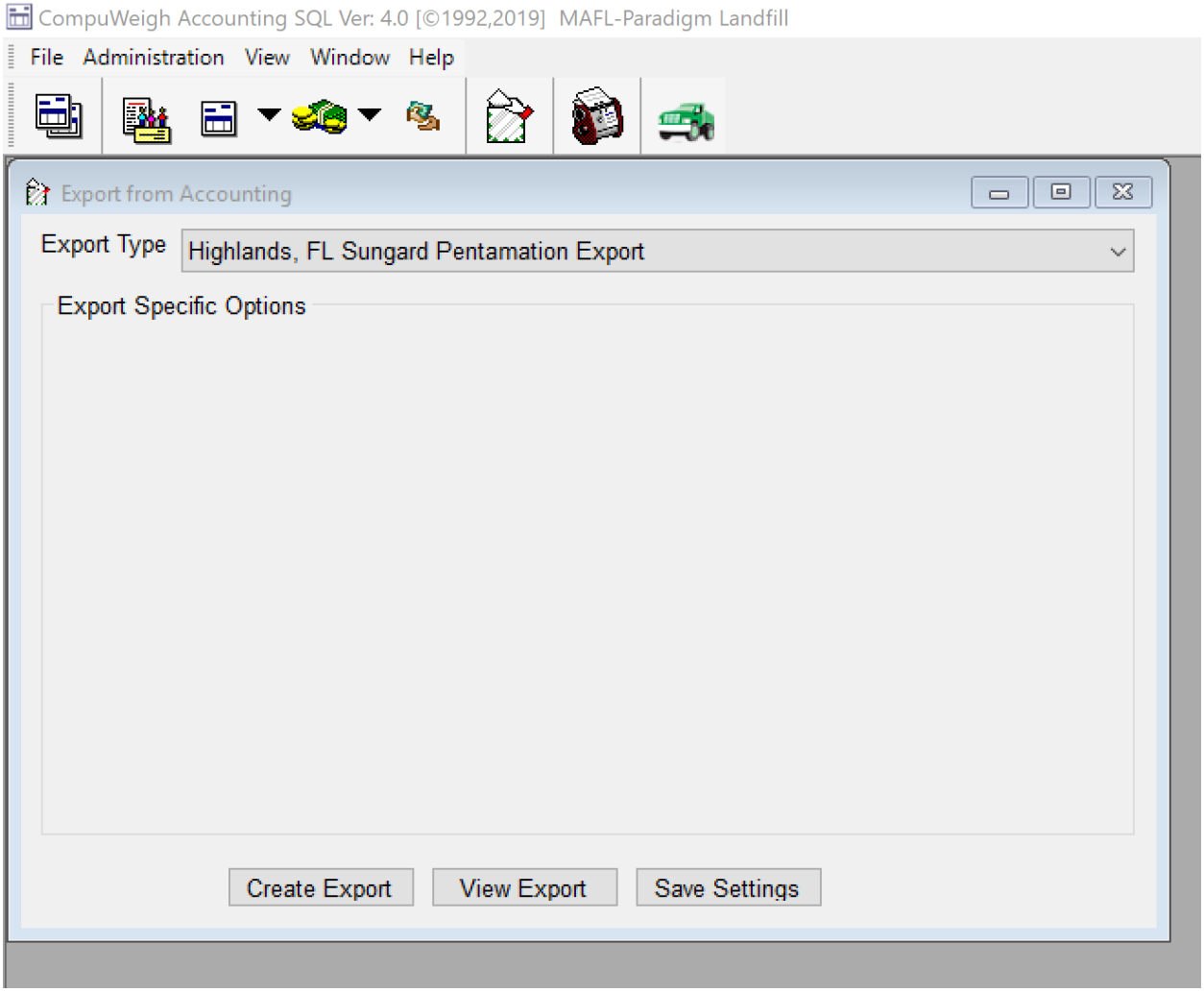
PSLLC has installed our unattended enclosures (UVSS) for customers where the placement of the unit allows the driver to remain in their vehicle. PSLLC can show movies of these facilities and have provided the following image of a driver retrieving his ticket from the UVSS. While this is not wireless, as the devices are wired, it does all the driver to remain in their vehicle for transaction processing.



6.3 Interface with eFinancePlus Software

PSLLC has developed interfaces and exports from our Accounts Receivable and Aging Module to municipalities third-party financial systems. Historically, PSLLC has developed an export file in the format required to be imported to the financial system. We have exported to SunGard in the past as well as numerous other accounting packages such as SAP, Sage, AS400, MAS, Great Plains and many more.

Within the Accounts Receivable and Aging Module, a posting/export routine is developed for the user to simply click a button to create the exact file to be transferred to the financial system. The file can be placed in a designated folder for the financial system to obtain and import.



6.4 Sales Order System

The AUTHORITY is interested in a Sales Order system that would create sales contracts with commodity brokers to purchase the AUTHORITY's recycling materials from the Recycled Materials Recovery Facility (RMPF). It is envisioned that this system would interface with the new scale system. When the trucker arrives at the incoming scale house, the system uses the Sales Order number to create a "Pick Ticket" which authorizes the RMRF to load that particular truck. The transaction data will integrate to the Accounts Receivable system to create daily invoices and monthly statements. PROPOSER is invited to submit a Proposal that satisfies this need through either a fully integrated module, a third party product that is compatible with the SSMS or through the ability to pass data from the SSMS to the Sales Order system. For more information on the AUTHORITY's requirements for the Sales Order System, see EXHBIT E.

PSLLC believes our Jobs Module can handle most of the requirements of this system. As outlined in Section 4.4.2 of the RFP, we have provided responses to the bullet points listed by the Authority.

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7. Small/Minority/Women Business Enterprise (S/M/WBE) Participation

PSLLC understands this requirement and has completed the required Forms in Section 1. We are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation.

7.1 Small Business Enterprise (SBE)

PSLLC understands this requirement and has completed the required Forms in Section 1. We are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation.

7.2 S/M/WBE Firm's Principal Office

PSLLC understands this requirement and we are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation.

7.3 Sub-Consultant/Supplier Utilization Plan

PSLLC understands this requirement and has completed Forms 5 in Section 1.5 and Form 6 in Section 1.6 of this response in accordance with this requirement. We are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation and Kanawha Scales and Systems to handle the installation of the UVSS devices.

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8. Local Preference Qualification and Application

PSLLC understands this requirement and has completed Form 8 in Section 1.8 of this response in accordance with this requirement. We are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation.

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9. Proposer’s Qualification Statement

PSLLC has completed Form 9 in Section 1.9 of this response in accordance with this requirement.

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10. Scrutinized List Certification

PSLLC has completed Form 10 in Section 1.10 of this response in accordance with this requirement.

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11. Other

A. PSLLC has provided evidence of current levels of insurance on the following page in areas of General Liability, Automobile Liability, Workers' Compensation, and Professional Liability in accordance with this requirement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Riggs, Counselman, Michaels & Downes, Inc.
555 Fairmount Avenue
Towson MD 21286

CONTACT NAME: Jacquie Atkinson
PHONE (A/C, No, Ext): 410-427-6420 **FAX (A/C, No):** 410-339-7234
E-MAIL ADDRESS: jatkinson@rcmd.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Limited	11000
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : Trumbull Insurance Company	27120
INSURER D : ACE American Insurance Company (CHUBB)	22667
INSURER E :	
INSURER F :	

INSURED PARASOF-01
Paradigm Software, LLC.
113 Old Padonia Road
Suite 200
Cockeysville MD 21030

COVERAGES **CERTIFICATE NUMBER:** 946374898 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	30SBABY2372	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X No Ded or SIR						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	30UECZM2799	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			30SBABY2372	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N / A	Y	30WECCU9166	1/1/2019	1/1/2020	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Errors & Omissions			F14621830001	1/1/2019	1/1/2020	Each Claim Aggregate Each Claim Retention	$3,000,000 $3,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 18-8470 - Contract Renewal - Software Maintenance & Support - Paradigm Software
The City of Grand Prairie is included as an Additional Insured with respects to General Liability and Automobile Liability on a primary and non-contributory basis and a Blanket Waiver of Subrogation is included on the General Liability, Automobile Liability and Workers' Compensation policies if required by written contract with the Named Insured. Above General Liability, Automobile Liability and Workers' Compensation policies will provide 30 days' written notice of cancellation (10 days' written notice of non-payment of premium) to the Certificate Holder. Above Errors & Omissions policy includes Cyber Coverage. Commercial Package Policy #30SBABY2372 written with Sentinel Insurance Company Limited effective 01/01/2019 to 01/01/2020 includes Crime/Employee Dishonesty Coverage with limits of $25,000.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

B. Provide a statement of PROPOSER'S financial security, strength, resources and capabilities to include financial reports and current or prior bankruptcy proceedings, if applicable.

PSLLC has been a solvent company since our inception in 1991. We strive to keep overhead to a minimum and provide quality service and product to our customers. We are the leader in the solid waste and recycling industry for municipalities who understand the value of the proposed system. We have never filed for bankruptcy and continuously operated the company with positive financial security, strength and resources. PSLLC would be happy to discuss financial reports in an on-site setting as we consider this information to be confidential.

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YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

AGREEMENT FOR

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

PARADIGM

AGREEMENT NO. 19-202

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EXHBITS

1. Standard Support Services and Licensing Agreement, including Addendums A-D and Exhibits or Schedules attached to any Addendum

AGREEMENT FOR PROFESSIONAL SERVICES

This Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, including Exhibit 1 (hereinafter the "AGREEMENT") AGREEMENT is made and entered into as of November 13, 2019, by and between the **Solid Waste Authority of Palm Beach County**, a dependent district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as the "AUTHORITY") and **PARADIGM SOFTWARE, LLC** (hereinafter referred to as "PARADIGM"), a Limited Liability Corporation, whose Federal Employer ID Number is 37-1348708;

Whereas, in accordance with the AUTHORITY's Request for Proposals No. 19-202/DL, solicited to employ the services of PARADIGM for the purpose of providing INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM Services, and;

Whereas, PARADIGM represents it is qualified, capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

Term of AGREEMENT shall be in force from the Effective Date being the date of this AGREEMENT set forth above until the expiration of the License Agreement, unless terminated earlier in accordance with its terms. Certain provisions of this AGREEMENT may extend past termination, including warranty provisions, and insurance and indemnification obligations of PARADIGM. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY as determined in its sole and unfettered discretion. Such extension shall be in the form of a written Amendment to the AGREEMENT executed by both parties.

ARTICLE 2 – THE AGREEMENT, INCORPORATION BY REFERENCE, AND INTERPRETATION

The full scope and content of this AGREEMENT for Professional Services between the AUTHORITY and PARADIGM shall consist of the following documents, and in the event of any conflict between the terms or provisions of these documents or a need for clarification arises when interpreting this AGREEMENT, the following order of precedence shall govern when interpreting or clarifying any portion of this AGREEMENT:

2.1 This AGREEMENT for Professional Services and the Standard Support Services and Licensing Agreement, including Addendums A-D and Exhibits or Schedules to any Addendum(s) attached hereto and incorporated in this AGREEMENT (hereinafter Exhibit "1") and

2.2 The AUTHORITY's Purchasing Manual, Section 6; and

2.3 The Request for Proposal No. 19-202/DL issued by the AUTHORITY for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System dated October 2018 (hereinafter the "RFP"); and

2.4 The PARADIGM's (formerly the "Proposer") Technical Proposal for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System RFP #19-202/DL, consisting of 11 Exhibits and totaling 331 pages (hereinafter the "Proposal");

2.5 The Parties hereto specifically understand and agree that the documents, including any attachments or exhibits thereto, referenced in Section 2.1, 2.2, 2.3, 2.4 and 2.5, above, are being incorporated by specific reference into this AGREEMENT. Further, the Parties also specifically agree that these documents have been sufficiently described for such incorporation by reference, that they read and are sufficiently familiar with these documents, and they constitute a part of this AGREEMENT for Professional Services as a whole, and that they intend to be bound by the terms of same as part of this AGREEMENT.

ARTICLE 3 – SERVICES TO BE PERFORMED BY PARADIGM

3.1 PARADIGM shall perform the services specifically set forth in Exhibit 1 and also in Part 4 of its Proposal, including all sub-parts; however, any services related to Optional Recyclable Commodity Sales and Billing System to Replace CSI, as set forth in Part 4 – 4.4.1 and 4.4.2 Section 2 – A.5 and B.12 of its Proposal are specifically excluded from such services.

3.2 Additional Work or Services: PARADIGM may also be required to perform additional work or services authorized by the AUTHORITY. This additional work or services shall be referred to as Work Assignments and shall each set forth the specific work to be performed, the amount of compensation, and the completion date. These Work Assignments shall be done through modification of this AGREEMENT in accordance with Article 23 of this AGREEMENT.

ARTICLE 4 - COMPENSATION

4.1 The AUTHORITY shall pay PARADIGM as set forth in Exhibit 1.

4.2 In addition, the parties may negotiate for Additional Work or Services with agreed upon compensation as set forth in Article 3.2 above.

4.3 PARADIGM shall submit invoices for payment to the AUTHORITY. The invoices shall include a detailed statement of progress toward or completion of Project Milestones. There shall be no reimbursable expenses except as specifically set forth in Exhibit 1 and such reimbursable amounts for travel charges, if any, costs or other expenses shall not exceed the permissible amounts allowed under Florida law.

4.4 Payment of invoices shall be due and payable as set forth in Exhibit 1. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable

4.5 PARADIGM will clearly mark its final/last billing with the words Final Invoice, which PARADIGM shall provide to the AUTHORITY 90 days after go-live date set forth in Exhibit 1.This will certify that all services have been fully performed and Milestones satisfactorily completed and Accepted under this AGREEMENT and that all allowable outstanding reimbursable expenses and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the final invoice, shall be waived by PARADIGM. The AUTHORITY shall have no responsibility for the payment or reimbursement of any additional charges or costs after PARADIGM's submission of the Final Invoice referenced herein.

ARTICLE 5- INSURANCE

5.1 During the performance of the Services under this AGREEMENT, PARADIGM shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $500,000 for each accident and with property damage limits of not less than $500,000 for each accident.

3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $500,000 for each accident, $500,000 for each

disease, and $500,000 aggregate.

4. **Cyber Liability** Insurance with limits of not less than $5,000,000 for each wrongful act.

5.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

5.3 PARADIGM shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. PARADIGM shall include AUTHORITY as an **Additional Insured** on the General Liability, Cyber Liability, and Automobile Liability insurance policy required by the AGREEMENT. All of PARADIGM's sub-contractors shall be required to include AUTHORITY and PARADIGM as **Additional Insured** on all of their liability insurance policies.

5.4 PARADIGM's naming of the AUTHORITY as an additional insured on all of its liability insurance policies pursuant to this AGREEMENT shall afford coverage for the negligent and willful acts of PARADIGM, its agents, sub-contractors, or any other person(s) working for or on behalf of PARADIGM and performing any services required under this AGREEMENT. Any insurance the PARADIGM is required to provide under this AGREEMENT is limited to the terms and conditions of indemnity provisions in the AGREEMENT.

5.5 In the event that an agent, sub-contractor or other person(s) are used by PARADIGM in the performance of this AGREEMENT and they do not have insurance, or the insurance does not meet the insurance limits required under this AGREEMENT, PARADIGM shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractor's insurance coverage.

5.6 PARADIGM shall not commence work under this AGREEMENT until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 6 - STANDARD OF CARE

6.1 PARADIGM warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field as more fully set forth in Exhibit 1.

ARTICLE 7 - INDEMNIFICATION

7.1 **INDEMNIFICATION**

The indemnification provisions of this AGREEMENT are contained in Exhibit 1 and the services, obligations, duties and responsibilities set forth therein are intended to survive the termination or completion of this AGREEMENT. PARADIGM shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages or losses of any type whatsoever, including costs and attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PARADIGM, its agents, sub-contractors, or other persons employed or utilized by PARADIGM in the performance of this AGREEMENT.

7.2 SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INDEPENDENT CONTRACTOR

8.1 PARADIGM is, and shall be, in the performance of all work services and activities performed under this

AGREEMENT, an Independent contractor and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the PARADIGM's sole direction, supervision, and control. PARADIGM shall exercise sole and exclusive control over the means and manner in which it and its employees perform the work, and in all respects PARADIGM's relationship and the relationship of its employees to the AUTHORITY shall be that of an independent contractor and not as employees or agents of the AUTHORITY.

8.2 PARADIGM does not have the power or authority to bind the AUTHORITY in any promise, AGREEMENT, or representation other than specifically provided for in this AGREEMENT.

ARTICLE 9 - AUTHORITY'S RESPONSIBILITIES

The AUTHORITY's obligations under this AGREEMENT are set forth in Exhibit 1 and include providing access to all project sites, and providing information on hand required by PARADIGM, including existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY. Additionally, the AUTHORITY's responsibilities shall include those set forth in Part 5. AUTHORITY Responsibilities at pp. 309-311 of PARADIGM's Proposal.

ARTICLE 10 - UNCONTROLLABLE FORCES

10.1 The Force Majeure provisions of this AGREEMENT are set forth in Exhibit 1. Neither the AUTHORITY nor PARADIGM shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

10.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

ARTICLE 11 - SEVERABILITY

11.1. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

11.2 The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 12 - TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this AGREEMENT by the PARADIGM shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this AGREEMENT are accurate, complete, and current as of the date of the AGREEMENT.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside PARADIGM. The AUTHORITY shall exercise its rights under this AGREEMENT within one (1) year following payment.

ARTICLE 13 - PUBLIC RECORDS, ACCESS AND AUDITS

13.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

13.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

IF PARADIGM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES; PARADIGM'S RESPONSIBILITY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL 33412
561-640-4000 EXT. 4606
RECORDS CUSTODIAN@SWA.ORG

13.3 PARADIGM shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/) after completion or termination of this AGREEMENT. Upon AUTHORITY'S request, PARADIGM shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

13.4 Notwithstanding anything herein to the contrary, PARADIGM expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this AGREEMENT; ii) acting on behalf of the AUTHORITY in the performance of this AGREEMENT; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

13.5 Any public records requests directed to, or related in any way to this AGREEMENT, shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager, they shall immediately notify PARADIGM and PARADIGM must provide the records or allow access to the records within a reasonable time. If PARADIGM fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed $1,000.

13.6 Therefore, PARADIGM is required to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;

2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT term and following the completion of the AGREEMENT if PARADIGM does not transfer the records to the AUTHORITY; and

4) Upon completion of the AGREEMENT, transfer at no cost to the AUTHORITY, all public records in possession of PARADIGM or keep and maintain public records to the AUTHORITY upon completion or termination of the AGREEMENT; PARADIGM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARADIGM keeps and maintains public records upon completion of the AGREEMENT, PARADIGM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the AGREEMENT or after termination or completion of the AGREEMENT in a format that is compatible with the information technology systems of the AUTHORITY.

13.7 Failure of PARADIGM to comply with these requirements shall be a material breach of this AGREEMENT.

ARTICLE 14 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049, which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal AGREEMENT (ILA) for Inspector General Services. This AGREEMENT provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of PARADIGM, PARADIGM its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 15 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Executive Director
Office No.: 561-640-4000 Ext. 4522 Fax No.: 561-640-3400

AS TO PARADIGM

Paradigm Software, L.L.C.
113 Old Padonia Road
Suite 200
Cockeysville, Maryland 21030

Attention: Mr. Jackie W. Barlow, II, Chief Operating Officer
Office No.: 410-329-1300 Fax No.: 443-275-2509 E-Mail: jackie.barlow@paradigmsoftware.com

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of PARADIGM and AUTHORITY by other means.

ARTICLE 16 - CONTRACT ADMINISTRATION

Services of PARADIGM shall be under the general direction of **Director of Finance**, or designee, who shall act as the AUTHORITY's representative during the term of the AGREEMENT.

ARTICLE 17 - KEY PERSONNEL

PARADIGM shall notify the AUTHORITY in the event of key personnel changes which might affect this AGREEMENT. Notification shall be made to the AUTHORITY, in writing, within ten (10) days of said changes. The AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Art Cate – Vice President of Implementations
Office No.: 410-329-1300 E-Mail: art.cate@PARADIGMsoftware.com

[redacted]

ARTICLE 18 – EQUAL BUSINESS OPPORTUNITY PROGRAM

18.1 **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:**

The Governing Board of the AUTHORITY a has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY's procurement process as described in Section 6 of the Purchasing Manual, as incorporated herein.

A. Affirmative Procurement Initiative (API):

The AUTHORITY has applied the following contract-specific Affirmative Procurement Initiative (API) to this AGREEMENT. PARADIGM hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting

of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this AGREEMENT.

SMALL BUSINESS ENTERPRISE (SBE) SUB-PARADIGM PARTICIPATION:

The AUTHORITY established a mandatory 10% participation goal for Small Business Enterprise (SBE) participation in this AGREEMENTAGREEMENT in accordance with the solicitation.

B. Sub-Contractor/Supplier Utilization Plan:

The Sub-Contractor's Supplier Utilization Plan submitted by PARADIGM to the AUTHORITY with its proposal for this AGREEMENT contains the names of the certified S/M/WBE Sub-PARADIGMs to be used by PARADIGM on this AGREEMENT, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Sub-Contractor, and supporting documentation, including a description of each S/M/WBE Sub-Contractor's scope of work and confirmation of each S/M/WBE Sub-PARADIGM's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this AGREEMENT. In the absence of a waiver granted by the EBO, the failure of PARADIGM to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its AGREEMENT shall be a material breach and grounds for termination of the AGREEMENT with the AUTHORITY , and may result in debarment from performing future AUTHORITY contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this AGREEMENT for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and/or services necessary to support the required services under this AGREEMENT by actual payments made to the Prime PARADIGM.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local S/M/WBE firm included in the PARADIGM's plan submitted in response to the solicitation giving rise to this AGREEMENT must have had a valid certification prior to the due date for responses to RFP No. 19-202/DL. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the AUTHORITY's Purchasing Manual, Section 6, incorporated herein by specific reference, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

For the purposes of this AGREEMENT, "Good Faith Effort" as defined in the AUTHORITY's Purchasing Manual, is incorporated herein. The Sub-Contractor Supplier Utilization Plan is a binding part of this AGREEMENT which states the PARADIGM's commitment for the use of Sub-PARADIGMs/Suppliers in the performance of this AGREEMENT, and states the name, scope of work, and dollar value of work to be performed by each of PARADIGM's Sub-Contractor's/Suppliers in the course of the performance of this AGREEMENT, specifying the S/M/WBE Certification category for each Sub-Contractor/Supplier, as approved by the EBO Office by submitting such additions, deletions or modifications of the Sub-Contractor/Supplier names, scopes of work, or dollar values of work to be performed. Upon approval by the EBO office or its designee of the requested additions, deletions or modifications, it shall constitute a duly authorized modification of this AGREEMENT. Among other things, in demonstration of a Good Faith Effort in relation to this AGREEMENT, PARADIGM shall follow all requirements of the EBO Program,

including:

1. If, awarded PARADIGM is unable to meet the participation requirements for S/M/WBEs specified in its Sub-Contractor/Supplier Utilization Plan, PARADIGM shall seek substitute or additional S/M/WBEs to fulfill the requirements. The requested substitution must be approved by the Coordinator of the EBO Office or designee and the Originating Department Director or designee.

2. If, after reasonable Good Faith Efforts, the PARADIGM is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested by the PARADIGM. The request shall document the reasons for the PARADIGM's inability to meet the goal requirement. In the event the PARADIGM is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional replacement for the initial S/M/WBE proposed utilization, the AGREEMENT may, in the AUTHORITY's sole discretion, be terminated for material breach and or other penalties and sanctions within the law.

3. If requesting a post-award vendor subcontracting waiver, the PARADIGM shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (See EXHIBIT "C"). Documentation and supporting evidence of all good faith efforts made to comply with the subcontracting goal must also be submitted.

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. PARADIGM acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that PARADIGM's commitments, including but not limited to, the Sub-Contractor Supplier Utilization Plan, are part of PARADIGM"s scope of work as referenced in the AUTHORITY's RFP that formed the basis for contract award and subsequent execution of this AGREEMENT. PARADIGM's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the SBE Participation Goals are considered by the parties to this AGREEMENT to be material terms. PARADIGM voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this AGREEMENT by the AUTHORITY. Without limitation, PARADIGM further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:

   a) PARADIGM shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding PARADIGM's utilization and payment of and all of its sub-PARADIGMs and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this AGREEMENT, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely submittal of Monthly Sub-Contractor Supplier Utilization Reports (EXHIBIT "D"), and when established, the entry of data into the Centralized Bidder Registration System (CBR), and ensuring the timely compliance of its sub-contractors and suppliers with this requirement;

   b) PARADIGM shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of PARADIGM or its Sub-PARADIGMs or suppliers;

   c) PARADIGM shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-Contractors and workers to determine whether there has been a violation of the terms of this AGREEMENT;

d) PARADIGM shall immediately notify the AUTHORITY through the EBO or the Originating Department for this AGREEMENT of any proposed changes to PARADIGM's Sub-Contractor / Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by PARADIGM to replace the Sub-Contractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-Contractor / Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by PARADIGM of work previously designated for performance by Sub-Contractor or supplier, substitutions of new Sub-Contractors , terminations of previously designated Sub-Contractors, or reductions in the scope of work and value of work awarded to Sub-Contractors or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (EXHIBIT "E") and Change To Utilization Plan form (EXHIBIT "F"), and shall be subject to advanced written approval by the Originating Department and the EBO;

e) PARADIGM shall immediately notify the Originating Department and EBO of any transfer or assignment of its AGREEMENT with the AUTHORITY, as well as any transfer or change in its ownership or business structure;

f) PARADIGM shall retain all records of its Sub-Contractor payments for this AGREEMENT for a minimum of five (5) years following the conclusion of this AGREEMENT;

g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a PARADIGM's Sub-Contractor/Supplier Utilization Plan, PARADIGM shall not be given credit for the participation of its S/M/WBE sub-Contractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and PARADIGM and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures and any other penalties allowed by law.

h) PARADIGM acknowledges that the AUTHORITY will not execute an AGREEMENT for this Project until PARADIGM and each of its Sub-Contractors for this Project have registered and/or maintained active status in the AUTHORITY's Vendor Registration System and when established its CBR, and PARADIGM has represented to the AUTHORITY which primary commodity codes each registered Sub-Contractor will be performing under for this AGREEMENT;

i) PARADIGM acknowledges that the AUTHORITY will not execute this AGREEMENT for this Project until the PARADIGM provides an executed AGREEMENT with each of its S/M/WBE Sub-Contractors or suppliers with a contract term having the same as with this AGREEMENT at a minimum.

F. Affirmative Procurement Initiatives – Compliance

1. Commercial Nondiscrimination Policy Compliance:

As a condition of entering into this AGREEMENT, the PARADIGM represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the AUTHORITY's Commercial Nondiscrimination Policy, as described under Section 6 of its Purchasing Manual, as incorporated herein. As part of such compliance, PARADIGM shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Sub-Contractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Sub-Contractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the

AUTHORITY's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this AGREEMENT and may result in termination of this AGREEMENT, disqualification of the company from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. PARADIGM's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the AUTHORITY pursuant to the bid solicitation for this AGREEMENT is hereby attached and incorporated into the material terms of this AGREEMENT. PARADIGM shall incorporate this clause into each of its Sub-Contractor and supplier Agreements entered into pursuant to AUTHORITY contracts.

a) By execution of this AGREEMENT, PARADIGM certifies that the statements set forth above in this section are true and correct.

2. Prompt Payment:

Upon execution of this AGREEMENT by PARADIGM, it shall be required to submit to the AUTHORITY accurate payment information with each invoice regarding each of its sub-Contractors to ensure that the PARADIGM reported subcontractor participation is accurate. PARADIGM shall pay its Sub-Contractors in compliance within timeframes set forth within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

3. Violations:

In addition to the above, PARADIGM acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this AGREEMENT to:

a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;

b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;

c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;

d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and

e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:
Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through Section 6.4 of the AUTHORITY's Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

a) Suspension of contract;

b) Withholding of funds;

c) Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

d) Refusal to accept a response or proposal; and

e) Disqualification of PARADIGM or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change) (upon AUTHORITY Board approval).

ARTICLE 19 – AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

19.1 PARADIGM agrees that this AGREEMENT constitutes an offer to all governmental entities in the State of Florida and throughout the United States or its territories under the same terms and conditions, for the same prices and for the same effective period as specified in this AGREEMENT should PARADIGM deem it in the best interest of their business to do so.

ARTICLE 20 – THIRD PARTY BENEFICIARY DISCLAIMER

Third Party Beneficiaries, if any, shall only include those set forth in Exhibit 1.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, and Paradigm Software, L.L.C. has executed this AGREEMENT all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

2. _____

By: _____
Daniel Pellowitz
Executive Director

APPROVE AS TO LEGAL SUFFICIENCY

By: _____
Howard J. Falcon, III
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Signature

STEVEN D PARRIS
Print Name

DIRECTOR FINANCIAL SERVICES
Title

PARADIGM SOFTWARE, L.L.C.:

Attest:

_____
(Corporate Secretary)

By: _____
Jackie W. Barlow, II
Chief Operating Officer

Witness:

1. _____

2. _____

Date: 11/08/2019

(Affix Corporate Seal)

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software System, L.L.C. ("Paradigm"), by its acceptance of this Standard Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Attachments, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide to the Solid Waste Authority of Palm Beach County, Florida (the "Authority"), and the Authority agrees to purchase and accept, a license for the specific computer Software System and support services relating to the CompuWeigh™ Version 6 (the "Software System") from Paradigm to the Authority in accordance with the terms and conditions of this Agreement. From time to time, Paradigm and the Authority may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Paradigm acknowledges and agrees that the Authority is contracting for an off-the-shelf Software System designed for solid waste management scale operations, waste materials accounting and reporting, point of sale ("POS") and the Authority accounts receivable billing activities for an existing system of weigh scale sites located throughout Palm Beach County, Florida. The system shall include a fully integrated accounts receivables system ("A/R System"), which A/R System is a component of the products to be provided by Paradigm under this Agreement, and shall provide the Software System and other services necessary to service the Authority's six (6) transfer stations, two (2) renewable energy facilities, a recovered Materials Processing Facility, a Biosolids Processing Facility, and a landfill all currently operated by the Authority, as well as any other location or site hereinafter used by the Authority for its business operations in Palm Beach County, Florida (hereinafter collectively the "Authority's Facilities").

WHEREAS, Paradigm has also agreed to provide services to the Authority under this Agreement in accordance with the terms and conditions contained herein. Amendments to this Agreement cannot vary any terms or conditions of this Agreement without clearly referencing the paragraph number that is being altered, changed or amended. In reliance on the representations and warranties of Paradigm set forth in (i) this Agreement, and (ii) Paradigm's Response (as hereinafter defined) to the Authority's Request for Proposal for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, RFP No. 19-202/DL dated October 2018 (the "RFP"); as noted above, Paradigm's response is entitled "Proposal for Solid Waste Authority of Palm Beach County, FL For Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, RFP No. 19-202/DL" submitted under cover letter dated January 14, 2019 ("Paradigm's Response"), all such representations and warranties are incorporated in this Agreement. For the purposes of this Agreement, the Parties hereby acknowledge and agree that Paradigm's proposed Standard Support Services and Licensing Agreement and all Addenda and Exhibits thereto, set forth on pages 255-308 of Paradigm's Response are specifically excluded from the incorporation by

reference provided herein, and shall be of no further force or effect as such proposed agreement has been superceded by this Agreement.

WHEREAS, the Authority has retained Paradigm to perform and Paradigm has agreed to perform the Scope of Work pursuant to the Implementation Milestones set forth on Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation) in accordance with the Terms and Conditions set forth in this Agreement, and for each year during the Term (as hereinafter defined) of this Agreement to perform and deliver, or cause to be performed and delivered, the Software System, Support Services and the License set forth in this Agreement. This Agreement may be executed in parts and may be amended by written amendment signed by the Authority and Paradigm.

WHEREAS, the following terms shall apply to this Agreement.

(a) Territory: to serve users locally and remotely at the Authority's Facilities with respect to the Authority's operations and activities in Palm Beach County, Florida.

(b) Field of Use: an Integrated POS/Vehicle scale software management and accounts receivable system used in the solid waste management services and recycling service and programs performed by the Authority for Palm Beach County's 1.4 million residents and businesses.

WHEREAS, Paradigm agrees and hereby grants to the Authority a royalty-free, paid-up, nonexclusive, nontransferable license to use, maintain and integrate (through program interfaces or other methods) the Software System and all standard functionality of Paradigm's standard software and the functionality described in the RFP, Paradigm's Response, and this Agreement (the "License"), to deliver and install the Software System, and to sell, deliver and install for the Authority the hardware necessary to use the Software System in accordance with the terms and conditions of this Agreement.

WHEREAS, Paradigm and the Authority hereby agree that these Recitals are an important part of this Agreement and are incorporated into and a part of this Agreement.

WHEREAS, the relationship between Paradigm and the Authority are governed by this Agreement, including without limitation, any and all modifications, configurations, and custom programming, as specified in the attached as well as all revisions or ordered customizations of the Software System.

This Agreement has the following documents attached hereto:

- Terms and Conditions
- ADDENDUM A: System Implementation

  Exhibit A: Scope of Work (Implementation Milestones)
  Exhibit B: Purchase Price Schedule

Exhibit C: Payment Schedule
Exhibit D: Hardware Inventory

- ADDENDUM B: Service Levels
- ADDENDUM C: Escrow Agreement
- ADDENDUM D: Credit Card Processing

Schedule A
Schedule B

NOW THEREFORE, for consideration paid, the sufficiency of which is hereby acknowledged and agreed to, Paradigm and the Authority hereby agree as set forth below.

TERMS AND CONDITIONS

1. LICENSE.

(a) Background. Paradigm and/or its suppliers have designed, developed, and made available proprietary computer software containing trade secrets of Paradigm and/or its suppliers which will be incorporated in the Software System designed for the Authority. Use of the Software System is strictly governed by the terms of this Agreement. No right, title, interest, privilege or ownership in the Software System is transferred to the Authority. The License granted hereby is for use by the Authority and the parties which the Authority serves in the Territory and the Field of Use by an unlimited number of users and at all the Authority's Facilities.

(b) License. Paradigm grants the Authority, during the Term set forth below, the License as described above and specified herein, for use by the Authority and the parties which the Authority serves, within the Territory and the Field of Use.

(c) Defined Terms. Note that any terms defined herein shall have the meaning set forth as a defined term under this specific Agreement regardless of any contrary term defined in that certain Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System between the parties hereto (Agreement No. 19-202) (the "Integrated Point of Sale Agreement") to which this Agreement may be attached or is entered into simultaneously herewith this Agreement.

2. COMMENCEMENT AND PERFORMANCE OF SERVICES.

(a) Services. This Agreement commences upon execution of this Agreement by both Parties and terminates upon the Terms and Conditions of this Agreement unless terminated earlier as per Section 26 (Termination). Paradigm shall provide all professional or other services that may be requested by the Authority in connection with the installation and implementation of the Software System, including without limitation, all consulting, design and build, implementation, integration, assistance with testing, development, custom programming, conversion, transition training and support services, which are at a minimum, described in the RFP (and shall be enhanced, modified, amended and revised by the parties from time to time as provided herein) and Paradigm's Response thereto, as such services are further defined and described in the Addendum to this Agreement (hereinafter, individually or collectively, the "Services"). Paradigm shall also provide the License described in this Agreement and in Addendums A and B attached hereto (Services and Licenses) and the Source Code referenced in Section 19(g) (Source Code) below. The parties shall identify certain Milestones set forth in Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation) as critical stages of the project ("Critical Path Milestones"). Each payment installment shall be conditioned upon the Acceptance of a Critical Path Milestone pursuant to the Acceptance criteria set forth in this Agreement and as defined below in Section 22 (Acceptance) of this Agreement.

Paradigm agrees to perform the Services required under this Agreement and provide the License and the Authority agrees to compensate Paradigm for its performance of the Services and provision of the License in accordance with the terms of this Agreement.

All software comprising the Software System, databases, materials, information and other products and Services (including all Documentation and all Materials) shall be "Deliverables".

Paradigm shall perform all of its obligations with respect to the Services and License in accordance with the performance standards, timetables and deliverables set forth in this Agreement. Paradigm shall furnish all labor, materials, equipment products, tools, transportation, supplies and other costs required to perform the Services as defined in this Agreement. Paradigm represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Agreement ("Paradigm Personnel"). Paradigm represents and warrants that all Services shall be performed by the Paradigm Personnel and that the Paradigm Personnel are skilled and competent to the highest professional standards in the field.

(b) Additional Services. Upon request of the Authority, Paradigm shall also provide additional Services at Paradigm's most favorable rates, including without limitation, any Services necessary to extend the capabilities of the Software System and the License.

3. SUPPORT. Provided payment of the Maximum Price (as defined in Section 4.a (Maximum Price) and 4(e)(Most Favored Customer Pricing) below) has been made as required hereunder, Paradigm shall perform all the Services provided for under this Agreement according to the Milestones set forth in Exhibit A (Scope of Work (Implementation Milestones) to Addendum A (System Implementation). Paradigm shall further provide the Authority with Standard Support Services (as defined in Section 12 (Standard Support Services) below).

4. CHARGES, FEES AND PAYMENT.

(a) Maximum Price. Paradigm shall create and install the Software System and perform all the Services provided under this Agreement and provide the License and all Deliverables, all as more specifically described in the Addendum pursuant to the terms, conditions and Acceptance criteria set forth in this Agreement, for no more than $1,531,129.79 (the "Maximum Price"), as such pricing was set forth in Paradigm's Response, and such pricing is more specifically set forth on Exhibit B (Payment Schedule) to Addendum A (System Implementation). The Authority shall pay the charges and annual fee for the Standard Support Services as specified in Exhibit B (Purchase Price Schedule) to Addendum A (System Implementation), which charges and fees shall not exceed the Maximum Price set forth above as adjusted pursuant to subsection (c) below, excluding price changes resulting from change orders. Some payments set forth in the Maximum Price have been estimated by Paradigm in Paradigm's Response, but in no event shall the total costs and fees paid by the Authority (whether estimated or not) under this Agreement for the License, Software System and all Services and Deliverables exceed the Maximum Price except as adjusted pursuant to Section 4(c) below. Exhibit C (Payment Schedule) to Addendum A (System Implementation) provides timing and amounts to be paid to Paradigm under this Agreement.

(b) Late Charges. The Authority will pay a late charge of one and one-half percent (1 ½%) of any amount not paid within forty-five (45) days of the due date or date of invoice, whichever is later.

(c) Annual Fee Adjustments. At its sole discretion, Paradigm may increase its annual license fee and its annual charges for Support Services once each year by giving the Authority at least ninety (90) days' prior written notice prior to the affected term provided however, in no event shall the cost of such annual Support Services increase more than the lesser of the (i) CPI-U adjustment, or (ii) two (2%) percent per year, and in all events, the cost of the annual Support Services provided to the Authority shall be the most favored customer pricing provided for in subsection (e) below.

(d) Costs of Additional Services. If Paradigm provides additional services not expressly agreed to in this Agreement, Paradigm will advise the Authority of such additional charges and upon written (email shall suffice) consent to proceed with such additional services, the Authority will be charged and agrees to pay for them at Paradigm's then-applicable rates (subject to subsection (e) below). The process to implement any changes in the scope of work is set forth in Section 17 (Changes in Scope of Work and Change Orders).

(e) Most Favored Customer Pricing. Notwithstanding anything to the contrary contained in this Agreement, to the extent additional services are required from Paradigm relating to the License and Software System, including but not limited to, its integration with other software or the extension of its capabilities to meet needs of the Authority as well as any additional Maintenance Services, Paradigm shall provide the Authority with the best pricing which it provides to any other customer with the same requirements, size and configuration of the License or Software System (excluding for this purpose short-term introductory or trial arrangements). Regardless of such most favored customer pricing, in no event shall the pricing for Services increase at a rate in excess of the lesser of the (i) CPI-U adjustment or (ii) two (2%) percent per year. References to the "then-applicable rate(s)" or words of similar import, shall mean any rate negotiated taking into consideration the provisions of this subsection (e).

5. EXEMPTION FROM TAXES. The Authority is currently exempt from payment of Florida State Sales and Use Taxes. The Authority will sign an exemption certificate submitted by Paradigm. Paradigm shall not be exempted from paying sales tax to its suppliers for any materials used to fulfill contractual obligations with the Authority, nor is Paradigm authorized to use the Authority's Tax Exemption Number in securing such materials. Paradigm shall be responsible for payment of its own withholding and other employment taxes with respect to this Agreement. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and in the event the Authority is no longer tax exempt, the Authority agrees to pay the required taxes. Exemption from such taxes, if any, shall be the responsibility of the Authority to pursue.

6. THE AUTHORITY'S RESPONSIBILITIES. The Authority agrees to test, and if operable, accept and use updates, amendments and alterations to the Software System furnished to the Authority hereunder and to install and maintain for the duration of this Agreement, secure connection for remote support approved by Paradigm. The Authority shall allow Paradigm access to the Software System via this remote connection for the purpose of permitting Paradigm

to provide the Standard Support Services. The Authority will also provide Paradigm with data dumps as requested, and with sufficient support and test time on the Authority's computer system to duplicate any conditions or problems identified by the Authority or Paradigm.

7. PARADIGM'S RESPONSIBILITIES. Paradigm shall perform the Services and provide the License and Deliverables in a manner that shall: (a) avoid any adverse impact on the business, operations, financial condition and/or prospects of the Authority, and (b) not degrade the services then being received by the Authority from other third parties or provided internally by the Authority. Prior to undertaking any Services-related activity or task, Paradigm shall discuss with the Authority all known material risks and shall not proceed with such activity or task until the Authority is satisfied with the plans with regard to such risks (provided, however, that, neither Paradigm's disclosure of any such risks to the Authority, nor the Authority's acquiescence in Paradigm's plans, shall operate or be construed as limiting Paradigm's responsibilities under this Agreement). Paradigm shall identify and resolve any problems that may impede or delay the timely completion of each task in this Agreement or in any statement of work that is Paradigm's responsibility and shall use its best efforts to assist the Authority with the resolution of any problems that may impede or delay the timely completion of each task in this Agreement or any statement of work that is the Authority's responsibility.

8. COMPATIBILITY AND INTER-OPERABILITY. As part of the Services to be provided under this Agreement, Paradigm shall ensure that all of the Authority's computer, internet and data systems ("the Authority Systems") shall be successfully integrated, interfaced and compatible with the Services, License and Deliverables and that adequate and appropriate (as determined by the Authority) architectural functions and structural integration exists between and among the Authority Systems and the Services, License and Deliverables such that the Services, License and Deliverables have the capability to communicate, execute programs or transfer data seamlessly with the Authority Systems. Further, Paradigm and the Authority shall collaborate to ensure that the Services, License and/or Deliverables shall not adversely affect the Authority Systems, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or similar measures. The requirements of this Section 8 (Compatibility and Interoperability) shall be referred to as the "Interoperability Requirements".

9. API DEVELOPMENT AND MODIFICATIONS. As required by the Authority, and in accordance with the change order process in Section 17 (Changes in Scope of Work and Change Orders) of this Agreement and in order to meet the Interoperability Requirements, Paradigm shall develop the Services provided under this Agreement with such application program interfaces or other access vehicles (i.e. web services) or methodologies ("APIs") to provide reasonable interoperability with other software in use by the Authority and such APIs shall be considered Deliverables hereunder and will be provided pursuant to Section 19(g) (Source Code). If an API problem occurs, or if a modification to an API is required, Paradigm agrees that it will cooperate with all applicable third parties to modify the API as necessary so that the API performs in accordance with the applicable specifications set forth in the RFP or developed pursuant to this Agreement (the "Specifications") and any documentation provided with the API. If an API modification is required because of a third party system change or problem, Paradigm shall implement such modification pursuant to this Agreement or, in the event such modification relates to adding functionality beyond that set forth in the Specifications

or Documentation, such modification shall be implemented in accordance with the Change Order procedure described in Section 17 (Changes in Scope of Work and Change Orders). If such modification is required to meet applicable Specifications or Documentation under the Specifications or Documentation or due to a failure of the Paradigm portion of the API to operate in accordance with the applicable Specifications or Documentation, Paradigm shall implement such modification at no additional cost or expense to the Authority.

10. KNOW-HOW TRANSFER; DOCUMENTATION. During the Term of this Agreement and during the course of performance of the Services, Paradigm shall, transfer knowledge, ideas, concepts, information and the like regarding the Software System, the Services, License, and Deliverables in order that the Authority shall become self-reliant with respect to the day-to-day operation and provision of the Software System, Services, License and Deliverables and will be able to develop and implement, directly or through third party vendors, all necessary interfaces between the Services, License and Deliverables and the Authority's Systems (collectively, "Know-How").

The transfer of Know-How may include attendance by the Authority-designated employees at Paradigm's training programs that relate to the Software System, Services, License and/or Deliverables. In addition, Paradigm's transfer of Know-How shall include information and/or programs, tools and other materials, which may include knowledge relating to the following: (a) data files, file and data definitions and relationships, data definition specifications, data models, interfaces, program architecture, program structure, sequence and organization, screen displays, reference and user manuals, design and functional specifications relating to the Software System, License, Services and/or Deliverables; (b) maintenance, support utilities and tools relating to the Software System, Services, License and /or Deliverables; (c) security requirements and methodologies relating to the Software System, Services, License and/or Deliverables; and (d) such other material to which the Parties mutually agree in writing. Paradigm shall provide the Authority with a full set of Documentation for the Deliverables and the System Software and Documentation for the System Software and Deliverables will be sufficient to (i) permit the ongoing training of clerical end-user to access and utilize all functionality of the System Software and the Deliverables; (ii) permit the internal technical staff for the Authority to provide internal support for the System Software and Deliverables; (iii) permit a reasonably skilled service provider to review and rework System Software and Deliverables, (iv) to permit the Authority and its other vendors to integrate other software with the System Software, License and Deliverables (which may be through provided application program interfaces or other methods), and (v) to permit the Authority to perform data backup and restore procedures using adequate or Paradigm recommended programs. This Documentation will be provided by Paradigm and will be current and delivered to the Authority in paper and electronic form.

11. COVERAGE.

(a) Software. The Software System is eligible for Standard Support Services (as defined below), at no additional cost or expense other than costs identified in this Agreement, as such may be updated and provided to the Authority by Paradigm at no additional cost from time to time, with all current modules, applications, amendments, alterations, enhancements, improvements and updates furnished to

the Authority from time to time under warranty. The annual support costs include the daily use of the application, bug fixes, and Version Updates as defined in Section 6 (Term and Renewal) of Addendum A (System Implementation). Standard Support Services shall be rendered only to the Authority's currently supported version of the Software System running with the applicable operating system version supported by Paradigm; provided that notwithstanding anything to the contrary set forth in this Agreement, Paradigm hereby represents, warrants, covenants and agrees that it will support the form of the Software System and License then in use by the Authority for a minimum of two (2) years from the release date of the next version of the Software System (the "Version Support Period").

(b) Hardware/Inventory. Paradigm shall provide remote assistance in the support, repair and replacement of Hardware (the "Hardware") listed in this Agreement, including any other hardware components required for system operations. Support will be provided using the Authority's assistance and remote computer connection as per Section 6 (The Authority's Responsibilities) to diagnose and repair the determined problems or issues. If Hardware replacement is required, the Authority will provide installation services of such Hardware unless onsite service is requested and quoted separately under Section 17 (Changes in Scope of Work and Change Orders). The items covered under this Agreement that Paradigm will repair/replace are listed in Exhibit D (Hardware Inventory) and additionally any other hardware components required for system operations. Failed Hardware will be repaired/replaced at the discretion of Paradigm after evaluation of the failed Hardware. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with, force majeure, or vandalism of any Hardware and the Authority will be invoiced for the repair/replacement of such Hardware.

The Authority shall maintain a local inventory of Paradigm owned (paid for by Paradigm) replacement Hardware (at the Authority's location of choice) to expedite service and minimize downtime in the event of a Hardware failure. Paradigm will provide replacement Hardware for local inventory upon receipt of the failed Hardware. The Authority will be responsible for any associated freight charges with returning Hardware for repair, replacement and/or evaluation. Paradigm will provide alternative Hardware as needed which provides the same functionality and specifications of the failed Hardware in certain circumstances based on the availability of Hardware at the time requested. Paradigm will acquire and own the Authority inventory listed in Exhibit D (Hardware Inventory) of Addendum A (System Implementation).

12. STANDARD SUPPORT SERVICES. During the Term of this Agreement, Paradigm will provide to the Authority its Standard Support Services described in this paragraph (the "Standard Support Services") which Standard Support Services are part of the Services. Subject to the License granted to the Authority to use the Software System, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software System necessary to correct or solve any programming error attributable to Paradigm which caused the Software System not to perform pursuant to the terms of this

Agreement, the RFP, Paradigm's Response and as described in the current, standard editions of user manuals and training materials delivered to the Authority by Paradigm, all of which describe the use and functionality of the Software System (hereinafter collectively the "Documentation").

Paradigm shall promptly provide all Standard Support Services after the Authority has identified and notified Paradigm of any such error in accordance with Paradigm's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B (Service Levels) (the "Service Levels"). Standard Support shall include all patches and updates to fix defects on the Software System as well as all enhancements to the Software System and does not include the re-installation of the Software System in its entirety. Paradigm will provide reasonable telephone consultation in the use and operation of the Software System during the hours of 7:00 a.m. through 6:00 p.m. Eastern Time on weekdays, but excluding holidays where Paradigm is not open for business. Such consultation will be available only to one contact or alternate, designated by the Authority in advance in writing from time to time. In addition, if Paradigm elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally, Paradigm will deliver updates of the Software System to the Authority from time to time, without any charge other than as specified on Exhibit A (Scope of Work (Implementation Milestones)) to the Standard Support Services and Licensing Agreement attached to this Agreement as Addendum A (System Implementation).

If any services, functions or responsibilities not specifically described in this Agreement are an inherent or customary part of the Software System or the Services, License Software or Deliverables, or are required for proper performance or provision of the Services, Software System, License or Deliverables in accordance with this Agreement, they shall be deemed to be included within the scope of the Services to be delivered as part of the Maximum Price paid under this Agreement, as if such services, functions or responsibilities were specifically described in this Agreement, unless such services, functions or responsibilities are expressly excluded in this Agreement or designated in a writing approved by the Authority to be the responsibility of the Authority. Except as otherwise agreed in writing by the Parties as an Authority responsibility, Paradigm shall procure or otherwise provide, at Paradigm's cost and expense, all Paradigm Personnel with the hardware, software, and the other materials, resources and items required to provide the Services and otherwise perform its obligations under this Agreement.

13. OTHER SERVICES. The Authority agrees to pay Paradigm's then applicable rates and charges for services (subject to Section 4(e)(Most Favored Customer Pricing) above) not included in Standard Support Services, together with all costs incurred in connection therewith. Investigation and research for the Authority's identified conditions determined by Paradigm not to be attributed to Paradigm programming errors shall be billed to the Authority as such other services.

14. EVOLUTION OF SERVICES. Throughout the Term, at no additional cost to the Authority, Paradigm will seek to improve the quality, efficiency and effectiveness of the Software System, License and Deliverables to keep pace with advances or improvements in business processes or technology and support the Authority's efforts to maintain its

competitiveness in the markets in which it competes. Paradigm will do this by: (a) identifying and applying best practice techniques and methodologies in performing and providing the Services; (b) training Paradigm Personnel in new techniques, methodologies and technologies used generally within Paradigm's organization or the intellectual technologies services industry and approved by the Authority for use in the Software System; (c) training Paradigm Personnel in new techniques, methodologies and technologies used within the Authority's organization, or used generally in the waste management intellectual technologies services industry; and (d) making investments to maintain the currency of the processes, methodologies, tools, infrastructure and other resources used by Paradigm to provide the Software System, License and Services.

15. THIRD PARTY INTEGRATION. The Authority has the right to perform itself or retain third parties to integrate additional systems with the License and Software System through provided application program interfaces or other provided methods. To the extent the Authority performs any of the services, produces the Deliverables, or integrates additional systems itself, or retains third parties to do so, Paradigm shall provide reasonable cooperation with the Authority or such third parties, which cooperation shall include providing such information as is reasonably required to allow the integration of other programs with the License and Software System. Third parties retained by the Authority shall comply with Paradigm's reasonable security and confidentiality requirements and with Paradigm's reasonable work standards, methodologies and procedures, as these have been provided by Paradigm in writing.

16. SUBSTITUTION OR CHANGE OF DELIVERABLES. If requested in writing and made a part of this Agreement by a fully executed change order per Section 17 (Changes in Scope of Work and Change Orders) below, the parties may substitute the Deliverables, Services and tasks described in the attached Addendum A (System Implementation) for new Deliverables, Services or tasks that are reasonably and substantially equivalent and there shall be no adjustment to the fee unless mutually agreed upon by the Parties. Such changes shall be made by signed change orders signed by the Authority and Paradigm.

17. CHANGES IN SCOPE OF WORK AND CHANGE ORDERS.

(a) If either Party believes that a change (whether in the processes, procedures, standards, Service Levels, time frames, costs or deliverables) is necessary or desirable, such Party shall submit a written change request to the other Party (a "Change Request"). Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of a deviation from the scope of the RFP and Paradigm's Response, Paradigm shall provide the Authority with written notification of such deviation within ten (10) business days after receipt of the Change Request. Notwithstanding the foregoing, the parties agree that the Authority shall be provided with the ability to design the Authority's own reports and that Paradigm will provide their standard reports.

(b) Change Response. In the event of an Authority-initiated Change Request, within ten (10) business days of Paradigm's receipt of such Change Request, Paradigm shall provide to the Authority a written statement describing in detail: (a) the impact on any Authority System performance, if any, and the modifications to the Authority System that will be required as a

result of the Change Request including changes in Services and/or Deliverables; (b) the effect of the Change Request on the applicable RFP and Paradigm Response plans and tasks including any impact on any Critical Path Milestone dates; and (c) an estimate of the cost to implement each Change Request (collectively, the "Change Response"). If Paradigm submits a Change Request to the Authority, such Change Request shall include the information required for a Change Response. The Authority shall accept or reject any Change Response or Paradigm-initiated Change Request, as applicable, within ten (10) business days after receipt of same from Paradigm.

(c) Change Order. If the Authority accepts a Change Response or Paradigm-initiated Change Request in writing, such Change Response, together with the Authority's Change Request, or such Paradigm-initiated Change Request, shall be deemed to be a "Change Order" and shall become part of this Agreement. If the Authority rejects Paradigm's Change Response or Paradigm-initiated Change Request, Paradigm shall proceed to fulfill its obligations under this Agreement and the applicable RFP and Paradigm's Response. Without first obtaining the Authority's prior written approval in accordance with the Change Order procedures set forth in this Section 17 (Changes in Scope of Work and Change Orders), which approval the Authority may withhold in its sole discretion, Paradigm shall make no change which may: (a) increase the Authority's Maximum Price for the Services and/or Deliverables; (b) require changes to the Authority's Systems, facilities, software, utilities, tools or equipment; (c) require the Authority to install a new version, release, upgrade of or replacement for, any software or equipment or to modify any software or equipment; (d) have an adverse impact on the functionality, interoperability, performance, security, accuracy, speed, responsiveness, quality or resource efficiency of the Services and/or Deliverables; (e) have an adverse impact on the schedule for, and the delivery of, services and/or products by the Authority to its clients and the Authority; or (f) violate or be inconsistent with the Authority's Policies and/or applicable Laws.

18. DELAYS.

(a) If the Authority reasonably determines that Paradigm is likely to fail to meet a Milestone and/or the Interoperability Requirements, or if Paradigm has failed to meet a Milestone and/or the Interoperability Requirements, then in addition to any other rights and remedies that may be available to the Authority as provided in this Agreement, at no additional cost or expense to the Authority and in the Authority's sole discretion, Paradigm shall provide to the Authority all necessary additional Paradigm Personnel to accelerate performance as may be required or necessary to meet the Milestone and/or the Interoperability Requirements or, if Paradigm has already failed to meet one (1) or more Milestones and/or the Interoperability Requirements, Paradigm shall complete the Milestone and comply with the Interoperability Requirements within a re-adjusted time frame established by the Authority. In addition to the foregoing, and subject to the terms of Section 26 (Termination), the Authority shall be entitled to withhold any and all payments due from the Authority to Paradigm until such Milestone and/or the Interoperability Requirements are achieved.

(b) If Paradigm reasonably determines that the Authority is likely to fail to meet a Milestone, or if the Authority has failed to meet a Milestone, then in addition to any other rights and remedies that may be available to Paradigm as provided in this Agreement, additional cost or expense may be necessary and in Paradigm's reasonable discretion, the Authority shall provide

to Paradigm all necessary additional Authority Personnel to accelerate performance as may be required or necessary to meet the Milestone or, if the Authority has already failed to meet one (1) or more Milestones, the Authority shall thereafter complete the Milestone and the parties shall re-adjust the time frames established by Paradigm to a mutually agreeable readjusted schedule. In addition to the foregoing, and subject to the terms of Section 26 (Termination), Paradigm shall be entitled to be timely paid any and all payments due from the Authority to Paradigm (including without limitation, if necessary to make Paradigm whole for any additional (and reasonable) expense incurred by Paradigm as a result of the Authority's delay or failure to act, to reimburse Paradigm for the actual out of pocket costs incurred by Paradigm, to the extent Paradigm has provided the Authority with copies of all such invoices paid by Paradigm on behalf of the Authority) until such Milestone(s) are achieved.

19. PROPRIETARY RIGHTS.

(a) Paradigm's IP. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, the Software System, Source Code or Documentation as may be provided by Paradigm under this Agreement, and all copies and derivatives thereof ("Paradigm IP"), shall be and remain the sole and exclusive property of Paradigm and shall be available for use by the Authority under and subject to the License granted in this Agreement. As between the Parties, Paradigm retains all right, title and interest in and to the Paradigm IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to the Authority by virtue of any portion of this Agreement.

(b) The Authority's IP. Any Authority information or materials, including any and all personal and customer information or data utilized by or on the Software System or under the License, and all other Authority or customer information, financial information, business information, or other work product of the Authority (and its customers), programs, works, manuals, changes as may be provided by the Authority under this Agreement, and all copies and derivatives thereof (the "Authority IP"), shall be and remain the sole and exclusive property of the Authority and shall be available for use by Paradigm under and subject to the terms of this Agreement. As between the Parties, the Authority retains all right, title and interest in and to the Authority IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to Paradigm by virtue of any portion of this Agreement.

(c) Protection of Paradigm IP. Paradigm shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of the Paradigm IP, in its own name and at its own cost. The Authority shall cooperate with Paradigm, at the request of Paradigm, in providing any information, documentation, or other assistance reasonably necessary to enable Paradigm to file and prosecute any and all such rights. The Authority has no right to file or prosecute, in its own name, on behalf of Paradigm, or otherwise, any right in or to any or all of the Paradigm IP without the prior consent of Paradigm in each instance, which consent may be withheld in the sole and absolute discretion of Paradigm.

(d) Enforcement of Paradigm IP. Paradigm shall have the right to enforce the Paradigm IP, in its own name, against any and all third persons whose activities: (i) violate,

infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to the Authority hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, the Authority or Paradigm. The Authority shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of Paradigm, or otherwise, without, in each instance, the prior consent of Paradigm, which consent may be withheld in the sole and absolute discretion of Paradigm.

(e) Protection of the Authority IP. The Authority shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of the Authority IP, in its own name and at its own cost. Paradigm shall cooperate with the Authority, at the request of the Authority, in providing any information, documentation, or other assistance reasonably necessary to enable the Authority to file and prosecute any and all such rights. Paradigm has no right to file or prosecute, in its own name, on behalf of the Authority, or otherwise, any right in or to any or all of the Authority IP without the prior consent of the Authority in each instance, which consent may be withheld in the sole and absolute discretion of the Authority.

(f) Enforcement of Authority IP. The Authority shall have the right to enforce the Authority IP, in its own name, against any and all third persons whose activities: (i) violate, infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to the Authority hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, the Authority or Paradigm. Paradigm shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of the Authority, or otherwise, without, in each instance, the prior consent of the Authority, which consent may be withheld in the sole and absolute discretion of the Authority.

(g) Source Code. With respect to the License, the Parties shall enter into an Escrow Agreement included herein as Addendum C (Escrow Agreement). The terms and conditions of such escrow will be set forth in the Escrow Agreement, and shall include, without limitation, that Paradigm will provide the Source Code into escrow and such shall be deemed to be Paradigm IP with the exception of all Authority data.

Paradigm shall update all source code escrow deposits not less frequently than semiannually, and shall include in such deposits full documentation of the Services performed in a manner sufficient to permit another party to review, repair, or improve the Services, License, the Software Systems and/or Deliverables upon release of the Source Code per the terms and conditions of the Escrow Agreement.

(h) Disabling Code. Paradigm represents and warrants to the Authority that the Software System and Deliverables do not contain and will not receive from Paradigm's data transmission via modem or any other Paradigm medium any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise interfere with the Software System, Deliverable's or other systems' or operations of the Authority or make the Software System or Deliverables or other Authority systems incapable of being used in the full manner for which they each were designed and created (collectively, a "Disabling Code"). In the event a Disabling Code is identified, Paradigm shall take all steps necessary, at no additional cost or expense to the Authority, to: (a) restore and/or reconstruct any and all Confidential Information and data lost by the Authority as a result

of such Disabling Code; (b) repair any Authority systems affected by such Disabling Code; (c) furnish to the Authority a new copy of the Software System or Deliverables without the presence of Disabling Codes; and (d) install and implement such new copy of the Software System and/or the Deliverables.

20. AGREEMENT TO LICENSE OR SELL THIRD PARTY PRODUCTS.

(a) If any third-party software is embedded in or automatically installed in the Software System, Paradigm agrees to license or sell and deliver to the Authority, and the Authority agrees to accept from Paradigm, the third-party software embedded in or automatically installed by the Licensed Software (collectively, the "Third Party Products"). For the avoidance of doubt, Paradigm confirms that, as of the Effective Date, the Authority is not purchasing any Third-Party Products from Paradigm that are not embedded or automatically installed in the Software System.

(b) Paradigm hereby grants and passes through to the Authority any warranty adjustments that Paradigm may receive from the developer, manufacturer or supplier of the Third-Party Products. In addition, Paradigm represents and warrants that (i) it has adequate rights to grant to the Authority the license to use the Third Party Products as set forth in this Agreement; (ii) the license to use the Third Party Products granted hereby is not subject to claims, liens, encumbrances or other restrictions on Paradigm that would interfere with the Authority's use of the Third Party Products; (iii) all Third Party Products do not infringe upon any third party's U.S. patents, copyrights, or trademarks; (iv) all Third Party Products shall contain no malicious code, virus or other device that damages, disables, suspends operation of, or disrupts the Authority's use of its systems; (v) Paradigm is solely responsible for the updates, maintenance and integration of the Third Party Products into the Software System, and (vi) the Authority shall not be required to enter into any separate maintenance or support agreement in order to keep the Third Party Products maintained and supported to the same degree as the Software System.

(c) Paradigm currently uses the following Third-Party Products:

(i) Crystal Report Run Time Viewer.

21. TEST PLAN. Subject to the parameters set forth in the Milestones on Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation), Paradigm shall assist with testing the Software System, Services, Deliverables and/or License, or components thereof, as applicable, in accordance with a test plan to be jointly developed by the Authority and Paradigm (the "Test Plan"), which Test Plan will incorporate testing methodologies to confirm that the Software System, Services, Deliverables and License, or components thereof, as applicable, operate in accordance with this Agreement and the applicable Documentation, Specifications, Service Levels, Interoperability Requirements and Performance Standards (and any failure of the Software System, Services, License and/or Deliverables to meet any element of these requirements shall be a "Defect"), in each case based on anticipated peak

demand requirements. The Test Plan will be developed in accordance with the time frame specified in the Milestones set forth on Addendum A (System Implementation) and the date to complete development of the Test Plan shall be a Critical Path Milestone. In addition to the above, each Test Plan shall describe the exact scope, methodologies and procedures (including expected performance results) for testing the Software System, Services, License and/or Deliverables, or components thereof. When approved by the Authority in writing, the Test Plan will be attached to this Agreement. The Authority may modify or amend the scope, methodologies and procedures for executing the testing process to include additional testing criteria as may be reasonably necessary to conduct the testing in accordance with any changes required by the Authority from time to time pursuant to the Change Order process set forth in Section 16 (Substitution or Change in Deliverables) and Section 17 (Changes in Scope of Work and Change Orders).

A. Pre-Go-live Testing. Pre-Go-Live testing for the Services, Licensed Software, and/or Deliverables, or components thereof, as applicable ("Pre-Go-live Testing") shall commence on the date specified in this Agreement or the Timetable prepared by the Authority and agreed to by Paradigm, including the execution of the test suites as provided for in the applicable Test Plan. If any Defects in the Services, Licensed Software and/or Deliverables, or components thereof, are discovered as a result of Pre-Go-live Testing, Paradigm shall promptly correct such Defects. When all Defects identified during Pre-Go-live Testing have been corrected, the Authority shall give Paradigm written notice thereof and the Services, Licensed Software and/or Deliverables, or components thereof, shall thereafter be ready for Live Verification. As part of the Pre-Go-Live Testing, the Authority may schedule up to four (4) of each of dry-run and mock testing cycles. Dry-run testing cycles shall consist of a technical run-through of such tests to be run and processes to be followed for Live Verification as the Authority may determine appropriate, and may require Paradigm's Personnel to be on-site, but shall at least require remote participation, including over a Saturday and Sunday. Mock testing cycles shall consist of a complete run-through of all tests and all processes, using selected data, which will be followed for Live Verification, and shall require the presence of Paradigm Personnel on-site for a three-day period which includes both a Saturday and Sunday. During and after each dry-run and mock testing cycle, Paradigm shall exercise commercially reasonable efforts to identify and fix all Defects in the Software System, Services, License, and/or Deliverables.

B. Live Verification. Following successful completion of all Pre-Go-live Testing, Paradigm and the Authority shall schedule an install and provide for a time when the Authority may do a Live Verification ("Live Verification Period"), which will include a week of preparation, installation and verification over a weekend, and follow up during the subsequent week in order to install, verify and test the Software Systems, Services, License and/or Deliverables, or components thereof, under live operating conditions to assess whether such Software System, Services, License and/or Deliverables, or components thereof, operate in accordance with the applicable Documentation, Specifications, Service Levels and Performance Standards ("Live Verification"). Paradigm shall have Paradigm Personnel available on-site as reasonably required for the Live Verification process during the Live Verification Period in order to oversee the process and promptly address any problems or defects which arise. In the event any Defects in the Software System, Services, License and/or Deliverables, or components thereof, are discovered during the Live Verification Period, the Authority shall report such

Defects to Paradigm, and Paradigm shall promptly correct all Defects. Upon Paradigm's receipt of notice from the Authority of any Defects, the Live Verification Period (but not the Authority's use of the Software System, Services, and/or Deliverables, or components thereof) shall be suspended temporarily and shall recommence upon Paradigm's receipt of written notice from the Authority that such Defects have been corrected; provided, however, that the Authority shall in no event have less than five (5) business days to verify any correction provided by Paradigm. Subject to the terms of Section 22 (Acceptance), such process shall repeat as often as necessary until all Defects have been corrected. Successful Live Verification shall occur when the Software System, Services, License and/or Deliverables, or components thereof: (a) have been operated for the Live Verification Period and all material Defects have been corrected; and (b) has been operating during the last ten (10) days of the Live Verification Period without experiencing any material Defects. Nothing herein shall restrict the Authority's ability to utilize such additional testing procedures as it determines appropriate, and Paradigm shall cooperate with the Authority in carrying out any desired testing procedure.

22. ACCEPTANCE. "Acceptance" for the applicable Software System, Services, License and/or Deliverables, or components thereof, shall occur only when the following have occurred to the Authority's sole discretion: (a) Paradigm has corrected, to the Authority's satisfaction, all material Defects identified by the Parties during testing; (b) Paradigm has provided to the Authority all Software Systems, Services, License and/or Deliverables, or components thereof, required to be provided to the Authority pursuant to this Agreement, the RFP and Paradigm's Response, and each of the Parties has completed all tasks required to be completed by such Party that are identified by the Parties as a pre-condition to the Authority's acceptance; (c) the Authority notifies Paradigm in writing that all testing for the Software System, Services, License and/or Deliverables, or components thereof, as applicable, has been completed successfully to the Authority's satisfaction in accordance with the terms of this Section 22 (Acceptance), the RFP and Paradigm's Response, and that the requirements of subsections (A) and (B) below have been satisfied to the Authority's satisfaction and the Authority has unconditionally accepted the same in its sole discretion; and (d) Paradigm has made the required source code deposit with the Escrow Agent as per Addendum D (Escrow Agreement).

Payment shall not be withheld by the Authority when Paradigm has complied with its obligations, but a delay has resulted from the Authority failing to provide required support in a timely fashion (where the Authority has been put on notice of such requirements in adequate time to meet Paradigm's needs).

A. Failure to Achieve Acceptance. In the event Acceptance is not achieved within ninety (90) business days following commencement of Live Testing, the Authority shall have the right to declare an Event of Default and seek the rights and remedies available to it under Section 26 (Termination). Following such declaration, Paradigm shall have a further thirty (30) day cure period.

B. Post-Acceptance Correction of Defects. Paradigm shall correct any Defects in the Software System, Services, and/or Deliverables, or any components thereof, and correct or cause to be corrected any Defects in the License, remaining to be corrected following Acceptance

pursuant to the time periods set forth in the Service Levels set forth in Addendum B (Service Levels).

23. NO VIOLATION OF LAWS. Paradigm represents and warrants to the Authority that Paradigm is not, and covenants that it shall not be, in violation of any federal, state, local or international law to which it is subject, and has not failed, and shall not fail, to obtain any licenses, permits, franchises or other governmental authorizations necessary for the performance of the Services, ownership of its properties or the conduct of its business, which violation or failure, either individually or in the aggregate, might adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, or the performance of its obligations hereunder. Paradigm further represents and warrants that it is compliant with all applicable anti-money laundering laws, including the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including Executive Order 13224. Paradigm further represents and warrants that it is not owned or controlled by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control. Paradigm agrees that it will notify the Authority immediately in writing of the occurrence of any event which renders the foregoing warranties and representations incorrect.

24. INSURANCE. Paradigm shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the Term of this Agreement, insurance coverages and limits (including endorsements) as described in Article V of the Integrated Point of Sale Agreement.

25. EVENTS OF DEFAULT. In the event of a default under this Section 25 (Events of Default) as set forth below, (a) the Authority shall in no event be required to pay any other fees, costs or expenses to Paradigm with respect to any such termination provided under Section 26 (Termination); and (b) the Authority shall have no further liabilities or obligations to Paradigm under this Agreement. Paradigm and the Authority acknowledge and agree that the following shall constitute events of default ("Events of Default" or "Default" or "default") and that the occurrence of one (1) or more of such Events of Default shall constitute a material breach of this Agreement which shall allow a Party, as applicable, to seek the rights and remedies set forth in this Section 25 (Events of Default):

(i) Paradigm's or the Authority's failure to achieve a Critical Path Milestone, Transition Milestone or any other Milestone or to deliver a key Deliverable within the time frame specified in the Milestones, subject to cure only as set forth in the Acceptance Testing provisions.

(ii) Failure of Paradigm or the Authority to successfully complete any testing or re-testing or failure to achieve Acceptance, and after the expiration of the applicable cure periods. Unless different criteria are set forth in the applicable Milestones, Paradigm's or the Authority's failure to meet any Service level or Milestone.

(iii) Paradigm's material breach of any representation or warranty set forth in this Agreement, provided that such breach is not cured within thirty (30)

days following receipt of written notice of such breach (or such other cure period as may be specifically provided herein).

(iv) Paradigm's failure to maintain insurance coverage as specified in Section 24 (Insurance), provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

(v) Failure of Paradigm or the Authority to perform any other material obligation under this Agreement, provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

(vi) Paradigm's intentional and willful material breach of the Authority IP rights as set forth in Section 19(b) that is not cured within thirty (30) days following receipt of written notice of such breach.

(vii) The Authority's intentional and willful material breach of Paradigm's IP rights as set forth in Section 19(a) that is not cured within thirty (30) days following receipt of written notice of such breach.

(viii) The Authority's failure to timely pay any undisputed amount owed to Paradigm, provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

A. Rights and Remedies of Paradigm Upon Default of the Authority. Upon the occurrence of an Event of Default that is not cured within the appropriate notice period set forth in this Section 25 (Events of Default), if any, by or with respect to the Authority, Paradigm shall be entitled to: (a) terminate, in whole or in part, this Agreement; (b) discontinue performance of all obligations under this Agreement (except to the extent the Parties agree to continue partial performance); (c) seek to recover payment from the Authority for work performed to date to the extent Paradigm provided work product that works and can be used by the Authority; and/or (d) if applicable, seek to obtain the additional rights and remedies set forth in Section 35.3 (Equitable Relief). The Authority acknowledges that time is of the essence in the performance of its obligations hereunder.

B. Rights and Remedies of the Authority Upon Default of Paradigm. Upon the occurrence of an Event of Default that is not cured within the appropriate notice period set forth in this Section 25 (Events of Default), if any, by or with respect to Paradigm, the Authority shall be entitled to any of the following remedies: (a) terminate, in whole or in part, this Agreement; (b) seek to recover damages or, as appropriate, indemnification, from Paradigm as provided by this Agreement; (c) receive a refund of any prepaid but unearned fees, which refund shall be paid by Paradigm to the Authority within thirty (30) days following Paradigm's receipt of the Authority's notice of such discontinuation; (d) if applicable, seek to obtain the additional rights and remedies set forth in Section 35.3 (Equitable Relief); and/or (e) have the escrow agent release the Source Code from escrow to the Authority as per the terms and conditions of the Escrow Agreement. Paradigm acknowledges that time is of the essence in the performance of its obligations hereunder.

26. TERMINATION.

(a) Termination for Breach. Either Party may terminate this Agreement in the Event of Default by the other Party, including failure to pay fees and charges, at any time after thirty (30) days' notice of such Default and the Default remaining uncured for a period of thirty (30) days or the expiration of any other applicable cure period specifically set forth in this Agreement; provided however, notwithstanding the foregoing, the cure period for any failure of the Software System to perform or Paradigm's failure to maintain and service the same shall only be thirty (30) days.

(b) Termination for Convenience. The Authority may terminate its obligations under this Agreement at any time, without cause, upon providing sixty (60) days' prior written notice to Paradigm.

(c) Termination for Non-Appropriation of Funds. The Authority will provide Paradigm with (30) days' prior written notice and the Authority shall have the right to terminate for non-appropriation of funds. If terminated for non-appropriation, the Authority will cease use within ninety (90) days of the Authority's notice and Paradigm shall discontinue its Services with respect to any ongoing support Services except to the extent such have been paid through some future date, in which case Paradigm shall complete such work or Services through the date so paid through or reimburse the Authority for any such prepayments not yet used. Notwithstanding the foregoing, the Authority may, upon later appropriation of funds, reinstate this Agreement and any ancillary agreements, provided that the Authority shall, upon such reinstatement, pay all fees required for the period between the termination and reinstatement. In the event of a termination for non-appropriation of funds, the Authority shall be obligated to pay to Paradigm the cost of any Services already provided by Paradigm but not paid by the Authority, pro-rated as appropriate for any fixed-fee statement of work, and the cost of the actual out-of-pocket expenses incurred by Paradigm, in each case as of the date of Paradigm's receipt of the Authority's written notice of termination (and in each case provided funds for such payments have been appropriated).

(d) Effect of Termination. Paradigm will use reasonable efforts to mitigate fees, expenses and costs in the event of any termination. Termination of this Agreement, both with and without cause, may include termination of all exhibits or amendments as specified in the termination notice. The Authority shall not be responsible to Paradigm or any of its subcontractors for lost profits because of a termination of this Agreement. The Authority shall in no event be required to pay any additional fees, costs of expenses to Paradigm except for those owed to Paradigm for Milestones completed.

After receipt of a Termination Notice, except as otherwise directed by the Authority, in writing, Paradigm shall:

(a) Stop work on the date and to the extent specified by the Authority.

(b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work, if applicable.

(c) Continue and complete all parts of the work which have not been terminated or have been paid for (unless otherwise directed by the Authority in which case such payments shall be refunded to the Authority).

(d) Assist the Authority or any successor vendor for a fee in transferring all necessary Know-How and technology, and in such event, at the Authority's option, Paradigm shall continue to provide services, the Software System, and/or the License to the Authority during a transition period, not to exceed two (2) years, in order to allow the Authority to procure replacement services or products. Paradigm shall also fully cooperate with the Authority as needed to enable the Authority's transition to a new vendor.

(e) Sign whatever escrow release documents are necessary to cause the Source Code to be released to the Authority from escrow in order for the Authority to continue to perform the tasks as provided herein, provided such termination falls under the conditions of the release of the Source Code as described in Addendum C (Escrow Agreement).

27. CONFIDENTIAL INFORMATION. For the purposes of this Agreement, "Confidential Information" shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party to the other Party or to which they may be provided access in accordance with this Agreement (including without limitation the Paradigm IP and the Authority IP). Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person or entity any Confidential Information about which it becomes aware. Each Party shall safeguard all Confidential Information received by it from the other Party using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know and shall take such steps as may be reasonably requested by the disclosing party ("Discloser") to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. The party receiving the Confidential Information (a "Recipient") acknowledges that, in the event of a breach by Recipient of its obligations under this Section 27 (Confidential Information), in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach of this Section 27 (Confidential Information) or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information, or any other breach of the requirements of this Section 27 (Confidential Information) by Recipient (including, without limitation, by any contractors), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

Notwithstanding the foregoing, Confidential Information shall not include information to the extent that (a) such information was known to the Recipient other than on a confidential basis at the time of its disclosure hereunder; (b) such information is or later becomes generally available to the public through no fault of the Recipient; (c) such information is given to the Recipient on other than a confidential basis by a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to the Discloser with respect thereto; (d) such information is independently developed by the Recipient without the aid, application or use of the Confidential Information, or (e) such information (including exempt and confidential information) is subject to disclosure under the State of Florida Public Records Act (Chapter 119 of the Florida Statutes) which provides for certain exemptions from disclosure as noted in subsection (d) below, or otherwise subject to disclosure under an applicable federal act.

(a) Limited Disclosure. Recipient may disclose Confidential Information of Discloser if and to the extent required by law or any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order.

(b) Ownership. All Discloser Confidential Information shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby.

(c) Survival. The obligation of Recipient to maintain the confidentiality of Discloser's Confidential Information shall survive the expiration or termination of this Agreement indefinitely, unless and until: (i) such Confidential Information shall cease to be Confidential Information; or, (ii) otherwise agreed to in writing by Discloser.

(d) Exemptions from Disclosure under the Florida Public Records Act. In addition to any exemptions from disclosure referenced above in this Section, if Paradigm, or any party acting by, through or under Paradigm believes that some Confidential Information is exempt from disclosure under the Florida Public Records Act, the party is instructed to label such information as exempt from disclosure and/or confidential and exempt from disclosure, specifying the exact section of the public records, or other Florida or Federal law that justifies non-disclosure, and request in writing that the Authority keep such information confidential and free from disclosure. The Authority reserves the right to make any final determination of the applicability of the Florida Public Records Act or other Florida or Federal law. Prior to releasing any information, the Authority will inform the other party and allow the other party to seek an injunction prohibiting the Authority from releasing the information. Any party acting by, through or under Paradigm and Paradigm each hereby agrees that the Authority may reveal any confidential and exempt materials to designated Authority personnel and Palm Beach County officials involved in the evaluation process, and to any outside consultant or third parties who served on the evaluation committee during the RFP process or who are hired by the Authority to assist in the evaluation process or the negotiation and review of this Agreement.

28. NO WARRANTIES. EXCEPT AS SET FORTH IN THIS AGREEMENT (OR ANY ADDENDUM OR EXHIBIT ATTACHED HERETO) THE AUTHORITY ACKNOWLEDGES THAT NO OTHER EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR THE SOFTWARE SYSTEM DELIVERED HEREUNDER. THE PARTIES ACKNOWLEDGE THAT NO OTHER WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, HAVE BEEN RESCINDED, WAIVED, OR DISCLAIMED.

29. LIMITATION OF LIABILITY. PARADIGM SHALL MAINTAIN ALL INSURANCE REQUIRED UNDER THIS AGREEMENT. EXCEPT FOR PARADIGM'S LIABILITY UNDER SECTION 19 (PROPRIETARY RIGHTS) AND SECTION 8 (TITLE AND OWNERSHIP) OF ADDENDUM A (SYSTEM IMPLEMENTATION), FOR WHICH THERE SHALL BE NO LIMITATION, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S AND THE AUTHORITY'S MONETARY LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS TO BE PAID TO PARADIGM BY THE AUTHORITY AS THE MAXIMUM PRICE, INCLUDING CHANGE ORDERS FOR THIS AGREEMENT.

30. BENEFIT OF THE BARGAIN. EACH PARTY UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, EACH PARTY ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THE ALLOCATION OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS AGREEMENT.

31. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of the other Party.

32. CONFLICT OF INTEREST. Paradigm represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. Paradigm further represents that no person having any conflict of interest shall be employed for said performance or services.

Paradigm shall promptly notify the Authority of all potential conflicts of interest, pursuant to Section 35.8 (Notice) for any prospective business association, interest, or other circumstance which may influence, or appear to influence, Paradigm's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that Paradigm may undertake and request an opinion of the Authority as to whether the association, interest, or circumstance would, in the opinion of the Authority, constitute a conflict of interest if entered into by Paradigm. The Authority agrees to notify Paradigm of its opinion by delivery by certified mail or a nationally recognized overnight courier service within thirty (30) days or receipt of notification by Paradigm.

33. DISPUTE RESOLUTION. The parties herein agree to use Alternative Dispute Resolution (ADR) utilizing a voluntary mediation procedure to attempt to resolve all issues in controversy under this Agreement prior to proceeding with any formal litigation. Prior to resorting to ADR, the respective project managers for the Authority and Paradigm shall attempt to resolve such dispute through negotiation. It is the specific intention of the Parties that no formal judicial proceedings can take place until voluntary mediation has occurred with participation of executive officers of Paradigm and the Authority who has sufficient decision making authority to resolve the issues being disputed, subject to the approval of the Authority's Governing Board.

Notwithstanding the existence of a dispute, Paradigm shall not cease work, suspend or terminate its Services unless (i) the project has been terminated; (ii) the Authority has asked Paradigm to cease work pending resolution; or (iii) the Authority has failed to pay Paradigm as required in this Agreement and Paradigm has provided the Authority with at least thirty (30) days prior notice of intent to suspend Services for nonpayment.

34. ACCESS AND AUDITS. Upon notice from the Authority, Paradigm shall provide the Authority, its auditors (including internal audit staff and external auditors), inspectors, regulators and other reasonably designated representatives as the Authority may from time to time designate in writing (collectively, the "Authority Auditors") with access to, at reasonable times, to data and records for purposes of verifying compliance with this Agreement (including Paradigm's compliance with its physical and data privacy and security obligations and other terms of this Agreement) and to support the Authority's audits of the business of the Authority relating to the Services. Paradigm will provide any assistance that the Authority Auditors may reasonably require with respect to such audits. Paradigm and the Authority shall meet to review each audit report promptly and to agree upon an appropriate and effective manner in which to respond to the deficiencies identified and changes recommended by such audit report.

35. MISCELLANEOUS.

35.1 Authority. Paradigm represents and warrants to the Authority that: (a) Paradigm is a limited liability company, and is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification, including the State of Florida; (b) Paradigm has all necessary rights, powers and authority to enter into and perform this Agreement and to grant the licenses set forth herein, and the execution, delivery and

performance of this Agreement by Paradigm have been duly authorized by all necessary corporate action; (c) the execution and performance of this Agreement by Paradigm shall not violate any laws and shall not breach any agreement, covenant, court order, judgment or decree to which Paradigm is a party or by which it is bound; and (d) Paradigm has, and promises that it shall maintain in effect, all governmental licenses and permits necessary for it to provide the Services, License, Software System and/or Deliverables contemplated by this Agreement. Paradigm further represents and warrants to the Authority that Paradigm owns or leases and promises that it shall own or lease, free and clear of all liens, claims, encumbrances or demands of third parties, all right, title and interest in and to the Paradigm IP, and all other tangible property and technology and the like that Paradigm intends to use or uses to provide the Services, License, Software System and/or Deliverables, and in and to the related Paradigm IP rights, or has received appropriate licenses, leases or other rights from third parties to permit such use. These representations and warranties shall survive the expiration or termination of this Agreement.

35.2 No Waiver of Sovereign Immunity. The Authority is a public entity, and no provision of this Agreement shall waive the applicability or limits of sovereign immunity set forth in Florida Statute 768.28, as amended.

35.3 Equitable Relief. Notwithstanding anything contained in this Agreement to the contrary, the Parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek such equitable relief in a court of competent jurisdiction.

35.4 Remedies Not Exclusive. Except as otherwise expressly provided herein, the rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement. Notwithstanding the foregoing and anything contained herein to the contrary, Paradigm expressly waives and disclaims any right or remedy it may have to de-install, disable or repossess any License or the Software System or Deliverables without due process of law.

35.5 Bankruptcy. In the event Paradigm voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Paradigm or the trustee in bankruptcy rejects this Agreement under Section 365 of the Bankruptcy Code, the Authority shall have the right to retain the Authority's rights under this Agreement, specifically including the right to exercise its rights granted herein to the License, the Software System and Deliverables (and to all work-in-progress relating thereto). Failure by the Authority to assert its right to retain its benefits to the intellectual property embodied in the License, the Software System and Deliverables pursuant to Section 365(n)(1)(B) of the Bankruptcy Code with respect to an executory contract rejected by Paradigm or the trustee in bankruptcy shall not be construed by the courts as a termination of such contract by the Authority under Section 365(n)(1)(A) of the Bankruptcy Code.

35.6 Effective Date. This Agreement shall become effective and shall be binding only upon execution by Paradigm and the Authority and the date the last party signs shall be the effective date ("Effective Date").

35.7 Complete Understanding. This Agreement, including the RFP and Paradigm's Response, along with the Integrated Point of Sale Agreement between the parties are the agreements and understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter hereof. The Authority expressly acknowledges, agrees and represents to Paradigm that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. The Authority agrees that no contrary terms and conditions of any subsequent Authority purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both Parties.

35.8 Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by a nationally recognized overnight delivery service, or by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

35.9 Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

35.10 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been formed in the State of Florida, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Florida. The parties agree and consent to venue exclusively in Palm Beach County, Florida. Paradigm shall, at its sole cost and expense, perform and comply with the laws of the United States and the State of Florida; the Charter, Code and ordinances of Palm Beach County.

IN AN EFFORT TO LIMIT LITIGATION AND RELATED EXPENSES AND EXPEDITE THE RESOLUTION OF ANY CONFLICTS THAT MAY ARISE BETWEEN THE PARTIES RELATED TO OR ARISING UNDER THIS AGREEMENT, THE PARTIES EXRESSLY AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL ON ANY AND ALL ISSUES SO TRIABLE.

35.11 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither Paradigm nor the Authority may employ or solicit to employ persons employed by the other.

35.12 Independent Contractors. Nothing in this Agreement shall make Paradigm and the Authority partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither Party is authorized to incur debts or obligations on the part of the other Party except as specifically authorized in writing.

35.13 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may be signed by electronic means and such electronic signatures shall have the same effect as an original signature. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction.

35.14 Subcontracting and Consultants. Paradigm will not retain third parties ("Subcontractors" and "Consultants") to perform on-site Services on Paradigm's behalf under the Agreement without the Authority's prior written consent which shall not be unreasonably withheld subject to applicable background investigations and approvals as set forth in subsection 35.15 below. Paradigm shall be responsible for the performance of services under this Agreement by any Subcontractors and Consultants engaged by Paradigm to perform such services.

35.15 Security and Safety. Paradigm agrees to comply with reasonable security and safety rules, policies and procedures ("Procedures") while performing Services on the Authority's site, provided that such Procedures do not violate any state, local, or federal laws (including privacy laws); that such Procedures are expressly applicable to the Authority's provision of services at the site at which Paradigm is performing Services under this Agreement; that the Authority makes available such Procedures to Paradigm's Personnel performing Services at the Authority's site prior to commencement of such Services or at time of noncompliance to provide opportunity for compliance; that such Procedures do not modify or amend the terms and conditions of this Agreement, and that the Authority provides Paradigm with any training regarding the Procedures as reasonably requested by Paradigm.

35.16 No Waiver of Full Performance. No waiver by either Party of any requirement, or breach or violation of any covenant, term or condition of this Agreement shall be construed to waive any other term, covenant, condition, provision, violation or requirement in the future. The payment of compensation to Paradigm shall not be deemed a waiver of any right or the acceptance of any Defect or defective performance.

35.17 Attorney Fees and Costs. Each party shall bear their own attorneys' fees, costs and expenses related to the negotiation or enforcement (including but not limited to all mediation, arbitration (if applicable) and litigation costs) of this Agreement.

35.18 Scrutinized Companies; Public Entity Crimes.

(a) As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statutes 287.133(3)(a).

(b) As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Paradigm, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

(c) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Paradigm, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

35.19 Third-Party Beneficiary Disclaimer. It is not the intention of this Agreement to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third-party beneficiary.

35.20 Survival. Upon termination of this Agreement, the obligations of the Authority set forth in Section 1 (License), Section 5 (Exemption from Taxes), Section 10 (Know-How Transfer; Documentation), Section 11 (Coverage), Section 12 (Standard Support Services), Section 19 (Proprietary Rights), Section 20 (Agreement to License or Sell Third Party Products), Section 23 (No Violation of Laws), Section 24 (Insurance), Section 26 (Termination), Section 27 (Confidential Information), Section 28 (No Warranties), Section 29 (Limitation of Liability), Section 30 (Benefit of the Bargain), Section 31 (Assignment), Section 32 (Conflict of Interest), Section 33 (Dispute Resolution), Section 34 (Access and Audits), Section 35 (Miscellaneous); the following provisions of the Addendums: Addendum A (System Implementation): Section 5 (Grant of License), Section 6 (Term and Renewal), Section 7 (Scope), Section 8 (Title and Ownership), Section 9 (Indemnity), and Section 10 (Representations and Warranties), Exhibit A (Scope of Work (Implementation Milestones)) – with respect to any Milestones that haven't been completed by Paradigm; Addendum B (Service Levels) to the extent the License or Services Agreement remains operable; and Addendum C (Escrow Agreement), Addendum D (Credit Card Processing) and shall survive termination.

The undersigned have each caused this Agreement to be executed and effective as of this __ day of November, 2019 by their duly authorized representatives.

AUTHORITY:

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

7501 North Jog Road
West Palm Beach, FL 33412

By: _____
Dan Pellowitz
Executive Director

Date: 11/13/2019

PARADIGM:

PARADIGM SOFTWARE, L.L.C.

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____
Jackie W. Barlow II
Chief Operating Officer

Date: 11/13/2019

Approved as to form and legal sufficiency:

Davis, Malm & D'Agostine, P.C.

By: _____
Amy L. Fracassini, Managing Director

Date: 11-12-19

Approved as to Terms and Conditions:

_____
Steve Parris, in his capacity as the Finance Director of the Solid Waste Authority of Palm Beach County

Date: 11/13/19

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A
System Implementation

Paradigm by its acceptance of the Agreement to which this Addendum A is attached, agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") for the benefit of the Authority and to deliver and install the proprietary Software System described in the Agreement, and to grant to the Authority the License to use the Software System as set forth herein below. The Authority agrees to purchase the Hardware, accept the License for the Software System and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Agreement (and the Terms and Conditions) to which this Addendum is attached.

1. AUTHORITY RESPONSIBILITIES. The Authority shall be responsible for timely site preparation including, but not limited to, providing adequate electrical power for computer operations, high-speed internet connections and the installation of all cabling necessary to install the Hardware and to operate the License and the Software System. The Authority shall make available the Authority personnel to be trained by the Paradigm Personnel in the use, operation, and management of the Hardware and Software System, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software System, including without limitation, completion of Paradigm start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. The Authority shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

2. TRAINING. Paradigm shall provide standard training in the use of the Hardware and Software System according to Section 10 (Know-How Transfer; Documentation) of the Agreement and Exhibit A (Scope of Work (Implementation Milestones)) of this Addendum A. Such training will be provided during the Software System installation at offices designated by the Authority in Palm Beach County, Florida and multiple training sessions will be provided to allow the Authority's daily operations to be uninterrupted. All travel, lodging and expenses related to the training shall be the sole responsibility of Paradigm and are included in the License fee charged by Paradigm to the Authority under this Agreement. Some initial training and/or demonstrations may be provided over the internet. Paradigm will, at no additional cost or expense, create a training matrix with the assistance of the Authority's project manager to identify each employee that needs training and the type of training required.

3. DELIVERY. Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that the Authority completes the above training as mutually agreed to by Paradigm and the Authority. Exhibit A (Scope of Work (Implementation Milestones)) to this Addendum A shall specify who will install and set up the Hardware. Paradigm will install the Software System on the Hardware at the Authority's location or locations where such Hardware and the Software System will operate. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Paradigm are as provided by the applicable third-party manufacturers.

4. SECURITY. Paradigm retains no security interest in the Hardware (other than the Hardware referenced in Section 11 (b)(Hardware/Inventory) and listed on Exhibit D as owned "Authority Inventory Owned by Paradigm") and shall have no rights of a secured creditor under the Uniform Commercial Code with respect thereto. Paradigm only retains the rights to terminate the License and to cease the Services if the Authority breaches its obligations under this Agreement.

5. GRANT OF LICENSE. Upon acceptance of the Agreement, Paradigm hereby grants to the Authority and the Authority hereby accepts the License and a single printed copy of Paradigm's current Documentation provided that such License shall be operational and used at all of the Authority's Facilities and the Authority may create copies of the Documentation to operate the License at each such location. Paradigm reserves all rights, privileges and interests not expressly granted to the Authority, who shall acquire no right, title, interest or privilege with respect to the Software System or the Documentation by implication, except pursuant to the terms of this Agreement.

6. TERM AND RENEWAL. The term of the License herein granted is ten (10) years commencing with the date of acceptance of this Agreement by both Parties, unless terminated earlier as provided herein (the "Term"). If the Authority is not in default under this Agreement or any other agreement with Paradigm, the Term of this License shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term (the "Renewal Term"), unless the Authority gives written notice of its election not to renew the License at least ninety (90) days prior to the expiration of the initial Term. The Authority shall pay a license renewal fee in an amount equal to fifty percent (50%) of the applicable license fee specified on Exhibit B (Purchase Price Schedule) to this Addendum A plus the lesser of (i) any cumulative adjustments for the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the "CPI") or (ii) two (2%) percent per year (the "License Renewal Fee"), which License Renewal Fee shall be due and payable immediately upon commencement of the Renewal Term. If the Authority chooses to purchase a "Version Upgrade" at any time during the initial License Term, then the License Term shall automatically extend for one (1) additional ten (10) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade is purchased at a mutually agreeable price not to exceed 50% of the initial purchase price (excluding installation charges) plus all installation charges at Paradigm's then current rate per day per person (subject in all events to Section 4(e)(Most Favored Customer Pricing) of the Agreement. Paradigm defines modifications to the Software System as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the Authority is currently licensing (for example — going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example — going from version 6.x to 7.x).

7. SCOPE. A single, executable copy of the object code version of the Software System may be used by the Authority for testing purposes and for processing of data, but such data shall be strictly limited to data of the Authority created by or used in the connection with the day to day operations of the Authority. Neither the Software System nor the Documentation may be used by the Authority in any manner directly or indirectly related to or in connection with the

operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. The Authority shall not modify or sublicense the Software System or the Documentation. The Software System may be used on an unlimited number of terminals necessary to perform the Authority's operations at its Authorized Facilities. Paradigm shall provide the Authority with a single, back-up copy of the Source Code and Software System which the Authority shall keep in a secure location reasonably approved by Paradigm in advance and shall periodically update the same. The Authority shall place on all copies of the Software System any notice, including, copyright notice, requested by Paradigm.

8. TITLE AND OWNERSHIP. Paradigm is and shall be the exclusive owner or sublicensor, as appropriate, of the Software System, the Documentation. all associated materials provided to the Authority, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software System shall be considered a part of the Software System, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of the Software System and Documentation are provided by Paradigm on loan during the Term of the License granted pursuant to this Agreement except as provided under the Agreement in terms of Termination or expiration of the Agreement. The Authority shall keep the Software System, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of the Authority purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. The Authority hereby assigns to Paradigm all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software System, the Documentation or other materials provided by Paradigm, and shall execute all documents and instruments reasonably requested by Paradigm to effectuate such assignment. The Authority agrees that the Software System, Documentation and related materials, techniques and procedures furnished by Paradigm to the Authority hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Paradigm or its supplier(s), as appropriate. The Authority shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software System, from the object programs or other information made available by Paradigm. Unless required by law the Authority shall not disclose, divulge or communicate to any person (including contractors and consultants), except to the Authority's employees (but then only to the extent necessary for operation of the Software System) the Software System or Documentation.

9. INDEMNITY. Without being subject to any limitation of liability provision set forth in this Agreement (including any Addendum or Exhibit attached hereto) Paradigm will, at its sole cost, indemnify, hold harmless and defend the Authority against any claim that (a) the Software System infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, or (b) any violation of the rights of any person to maintain information in private, any improper disclosure, misuses and/or theft of Confidential Information of the Authority, any introduction of Disabling Code in the Authority's systems, environment or networks, or any other breach of Paradigm's obligations relating to the security of the Authority's system and the privacy of the data stored thereon, (c) any actual or alleged bodily injury or death, or damage to personal or real property; (d) any incomplete or untrue representation or warranty set forth in this Agreement; (e) any violation of applicable law by

Paradigm; (f) any claims by third party Subcontractors and Consultants to Paradigm, or (g) any breach of this Agreement; provided that in all such cases (i) the Authority immediately notifies Paradigm in writing of such claim or action brought against the Authority; and (ii) Paradigm will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, Paradigm may (i) consent, (ii) settle; (iii) procure for the Authority the right to continue using the License and Software System; or (iv) modify or replace the Software System so that it no longer infringes and as long as the modification or replacement does not materially change the operational characteristics of the Software System and the same functions and performance provided by the Software System remain fully intact and substantially similar in all respects following such modification or replacement. If Paradigm concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) Paradigm will provide all transition services necessary for the Authority to transfer the services provided by Paradigm to a third party for a period not to exceed two (2) years; (ii) refund or credit to the Authority the License fee paid by the Authority under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (iii) the Authority will return the original and all whole or partial copies of the Software System to Paradigm; and (iv) the License granted hereunder will terminate. Paradigm has no liability with respect to infringement arising out of the modifications of the Software System or use of the Software System in combination with any other Software System or equipment not specified in the documentation accompanying the Software System or on a schedule hereto. This paragraph states the entire obligation of Paradigm regarding infringement of intellectual property rights and will survive the termination of this Agreement. The Authority shall indemnify, defend, and hold harmless Paradigm from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the improper use of the Hardware by the Authority or the Authority's inability to use the Hardware in connection with the Software System.

As of the date hereof, Paradigm represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of Paradigm, threatened against or involving Paradigm, the License granted hereunder or the Software System and that the Software System and Deliverables do not infringe upon any intellectual property of any other person or entity.

10. REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties set forth elsewhere in this Agreement, Paradigm hereby represents and warrants to the Authority as follows:

(a) Representations and Warranties on Deliverables and Software System Functionality and Performance. Paradigm represents and warrants that the Software System, License and Deliverables (as applicable) provided under this Agreement, shall for a period of one (1) year from the date the Software System goes live on the Authority's site and has been Accepted by the Authority (the "Warranty Period") will (i) perform all functions substantially as described in this Agreement and the current edition of the Documentation and the Paradigm Response, (ii) contain the functionality specified under the RFP, Paradigm's Response, this Agreement and in the applicable Documentation, Specifications, Deliverables, Interoperability Requirements and Performance Standards; (iii) operate in accordance with the RFP, Paradigm's Response, this Agreement and the applicable Documentation, Specifications, Service Levels,

Interoperability Requirements and Performance Standards; and (iv) securely process and maintain data in accordance with the RFP specifications, this Agreement and Applicable Law. To the extent the Services include any data conversion, Paradigm represents and warrants that the data conversion shall be complete and accurate as validated and verified by the Authority. Paradigm further represents and warrants that the Deliverables and Software System shall perform in accordance with the purposes for which the Deliverables and Software System were designed and intended to be used by the Authority (as such intended use is generally described in the RFP, Paradigm's Response, Paradigm Documentation and in this Agreement), it being acknowledged and agreed that the Authority selected Paradigm to provide the Deliverables and Software System based, in part, on Paradigm's representations that the Deliverables and Software System are capable of meeting the Authority's needs, including all needs relating to the Authority's compliance with the legal requirements (including statutory, regulatory, and local rule requirements). Paradigm shall correct, at no additional cost or expense to the Authority, any failure of the applicable Deliverables or Software System to operate in accordance with the representations and warranties set forth this Agreement. To the extent required, Paradigm will also promptly design and deliver amendments or alterations to the Software System reasonably necessary to remedy or avoid any programming error present at the time of the Software System delivery or arising during the Warranty Period. The Authority shall allow Software System access to Paradigm through dedicated remote communications for this purpose. If additional software, and/or services are required to remedy the failure, Paradigm shall provide to the Authority, at no additional cost or expense to the Authority, the additional software, and/or services required for the Deliverables and Software System to operate in accordance with the representations and warranties set forth herein. In the event Paradigm is unable to correct such failure within sixty (60) days after receiving notice thereof, an Event of Default shall be deemed to have occurred. This warranty shall survive the expiration or termination of this Agreement for the applicable Warranty Period.

These limited warranties are contingent upon the Authority's written notice not later than sixty (60) days after the end of the one (1) year Warranty Period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. Paradigm makes no warranty as to the Hardware or any products (including software) not manufactured by Paradigm.

(b) Representations and Warranties on Performance of Services. Paradigm represents and warrants to the Authority that Paradigm and the Paradigm Personnel have the skills, resources and expertise to provide and shall provide all Services in accordance with the terms and conditions of this Agreement. Paradigm had an opportunity to do adequate diligence with respect to the Authority's needs and the requirements of the RFP, and has determined that the Software System, Services and Deliverables will meet the Authority's needs as described therein. Without limiting the generality of the foregoing, Paradigm represents and warrants to the Authority that: (i) all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality, security, privacy, and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this representation and warranty is not intended to and does not diminish that standard or criteria for performance; and (ii) other than the applicable fees set forth in Exhibit B (Purchase Price Schedule) to this Addendum A, no additional cost or expense shall be required of the Authority in order for Paradigm to be able to provide the Services, Software System and Deliverables as required under this Agreement. Paradigm

represents that there are no current actual or threatened suits against Paradigm by any third party based on an alleged violation of any Paradigm IP rights.

(c) Warranties on Open Source Code. Unless otherwise agreed by the Parties in writing, Paradigm represents and warrants to the Authority that the Deliverables and Software System provided pursuant to this Agreement shall not contain any "Open Source" code. For purposes of this Agreement, "Open Source" means any software code that: (i) contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, shareware (e.g., Linux), or similar licensing or distribution models; and (ii) is subject to any agreement with terms requiring that such software code be (x) disclosed or distributed in Source Code or object code form, (y) licensed for the purpose of making derivative works, and/or (z) redistributable. Open Source includes, but is not limited to, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (A) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (B) the Artistic License (e.g., PERL); (C) the Mozilla Public License(s); (D) the Netscape Public License; (E) the Berkeley software design (BSD) license including Free BSD or BSD-style license; (F) the Sun Community Source License (SCSL); (G) an Open Source Foundation License (e.g., CDE and Motif UNIX user interfaces); (H) the Apache Server license; and (I) any licenses listed at www.opensource.org/licenses.

(d) THE AUTHORITY ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE WARRANTIES MADE IN THE PRECEEDING PARAGRAPHS OR ELSEWHERE IN THIS AGREEMENT. THE FOREGOING WARRANTIES AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE SYSTEM WILL BE ERROR-FREE. PARADIGM HEREBY ASSIGNS ALL THIRD-PARTY WARRANTIES FOR PRODUCTS EMBEDDED IN THE SOFTWARE SYSTEM FROM ANY OTHER PERSON OR ENTITY, AND IF REQUESTED BY THE AUTHORITY WILL ENFORCE THE AUTHORITY'S RIGHTS AGAISNT SUCH THIRD PARTY.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT A
Scope of Work (Implementation Milestones)

General

This Exhibit A — Scope of Work (Implementation Milestones) (the "Milestones") forms part of the Agreement between the Parties. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, Software System, and services for the delivery of the License. The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of the Software System and Services as specified in the Agreement. The Project Manager for the Authority and Paradigm will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software System and Services directly related to their designated authority.

Paradigm's Project Team under the direction of the Project Manager will be responsible for providing the Software System and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all Paradigm's resource assignments for the Project. This Implementation Plan will be reviewed, modified and accepted by both Parties.

A. **Paradigm's Project Manager will be responsible for**:

(i) Submitting the baseline version detailed Implementation Plan with specific timelines, milestones, deliverables and Paradigm resources to the Authority within ten (10) business days after the execution of this Agreement.

(ii) Ensuring the Software System interfaces with the scales to be used by the Authority regardless of the make or model, provided the scales have the appropriate interface.

(iii) The import of accounts, trucks and rates from the current system to the Software System and historical transactional data if agreed to within this Agreement.

(iv) Providing regular progress reports as the situation warrants and/or as the Authority reasonably requests, including meeting/interviewing with the Authority Personnel throughout the Project as required.

(v) Meeting/Interviewing the Authority Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.

(vi) Attending status meetings either in person or via a designate (as determined by Paradigm) or through conference calls or such other means as may be mutually agreed upon.
(vii) Working with the Authority's Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
(viii) Making required modifications to the Milestones in order to obtain necessary approval(s).
(ix) Serving as Paradigm's key contact for the Authority.

B. **The Authority's Project Manager will be responsible for**:

(i) Ensuring the mutually agreed project management communication methodology is followed.
(ii) Serving as the key contact for Paradigm; coordinating status meetings either in person or via a designate (as determined by the Authority) or through conference calls or such other means as may be mutually agreed upon; working with the Paradigm Project Manager to resolve any issues.
(iii) Approving or disapproving the Paradigm Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any Authority comments, rejection or approval will be given to Paradigm no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the Authority by Paradigm.
(iv) Providing clarification and applicable instructions as requested by Paradigm throughout the Project.
(v) Monitoring Paradigm work progress and Milestones; and providing overall direction, management and leadership for the Authority Project team.
(vi) Obtaining and providing information, data and decisions necessary for the Project. in accordance with the Implementation Plan or within ten (10) business days of Paradigm's request (whichever is greater), unless the Project Managers from Paradigm and the Authority mutually agree to an extended response time.
(vi) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
(vii) Using best efforts to obtain signoff and approval from the Authority, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
(viii) Forwarding any required Notice of Acceptance to the Paradigm Project Manager, as appropriate.

The Services will be performed at the Authority's Facilities as needed during the Project provided that should Paradigm request resources from the Authority, such request must be reviewed and approved by the Authority Project Manager. The Authority will determine if facilities and appropriate resources will be made available as may be requested from time to time by Paradigm.

The Authority will make every effort to provide a site suitable to support the necessary Paradigm Personnel for the duration of the Project with telephone and network access.

The Authority will make available to Paradigm the necessary Authority Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

C. Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

(i) The Authority's Project Manager: The Authority's Project Manager(s) will be the focal point of decision-making and communications between the Parties.

(ii) The Authority's Project Team: Under the direction of the Authority Project Manager, the Authority's Project Team will perform the tasks described in these Implementation Milestones and the Agreement.

(iii) Paradigm's Project Manager: Paradigm's Project Manager is responsible for the Milestones and will ensure the Authority's overall satisfaction with the Project.

(iv) Paradigm Consultant(s)/Architect(s)/Specialist(s): Under the direction of the Paradigm Project Manager, the Paradigm Consultant(s)/Architect(s)/Specialists(s) will perform the tasks described in these Implementation Milestones and the Agreement.

D. Project Team Members

The Parties will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

E. Objectives

The Objectives for the Project are for Paradigm to implement the fully integrated Software System in compliance with the terms set forth in the RFP, Paradigm's Response and this Agreement. This includes the cutover from the Authority's current weighing/scale system to the new Software System to be provided under this Agreement and live support, conversion and migration of existing account data from current vendor and truck weighing data from scale, installation and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as described in the RFP and Paradigm's Response and may be further defined in the Agreement and these Implementation Milestones.

The Software System must include, at a minimum, the ability to do the following:

(i) Must integrate with a Payment Card Industry ("PCI") complaint solution for credit card processing.

(ii) Collect the required information on all loads entering and leaving the Authority's Facilities.

(iii) Collect and maintain the required customer/hauler information for the customers and haulers of the Authority which are needed for billing including detailed truck information as needed for tracking.

(iv) Track all material and tonnages disposed of by paying customers, residents, contractors and charities.

(v) Collect and manage information on loads, tonnages and balances by material type.

(vi) Calculate the appropriate charges for loads entering and leaving the sites.
(vii) Provide fraud controls and audit functions.
(viii) Track account balances for customers (if using the Accounts Receivable and Aging Module).
(ix) Collect account information to support the following account types and activities:
  (a) Cash;
  (b) Charge accounts;
  (c) Check;
  (d) Invoicing;
  (e) Process payments; and
  (f) Credit Cards (if WeighPay has been purchased).
(x) Provide Reporting capabilities including:
  (a) Operational reporting; and
  (b) Management reporting.
(xi) Retrieve information to plan new programs and improve productivity in the Authority's Facilities operations.
(xii) Implement the requirements identified in the RFP, Paradigm's Response and this Agreement.
(xiii) Ad-hoc reporting.
(xiv) Other functional requirements as specified in the Agreement.

1. **Milestone 1 — Knowledge Transfer from Business Development ("BD") to Install Team**

Paradigm shall:

- Meet with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in the Authority record:
  - Set Version Number
  - Set Site, Licensing and Module information
  - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. **Milestone 2 — Project Management Meeting (Kickoff/Status/Updates/Etc.)**

Paradigm shall:

- Schedule and perform kickoff meeting.
- Provide the Authority with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for the Authority to complete.
- Introduce the Authority to Paradigm's website to track incidents.
- Provide the Authority with current Hardware/Software System requirements PDF.
- Discuss and confirm hardware to be provided by Paradigm to the Authority.

a) Initiate a kick-off meeting which will include a site survey with the Authority Project Team to review and confirm the Authority's requirements. This will

include confirmation and verification of the hardware the Authority will need to acquire (if any) to deploy the Software System within the Authority's environment.

b) Leverage the existing Authority infrastructure in place and be able to integrate with the existing environment as described. This includes providing the Authority with general requirements for electrical and communication connections for each equipment location included in the project.

c) Provide the Test Plan for the testing of the Software System in the Authority's environment, including a list of the Authority's staff positions that should be involved in the testing which will also be provided to the Authority's Project Manager for Acceptance; however, notwithstanding the foregoing, the Authority shall review and approve the final Test Plan and acceptance criteria to be used for Acceptance Testing.

d) Determine the dates for which the requirements identified as "Customizations" and which were priced in the Agreement will be available based upon mutual agreement.

e) Establish the work efforts and the resources necessary for the Project.

f) Develop a revised version detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan").

g) Provide a detailed role-based Training Plan for the Authority's users of the Scale House Software System Solution and the Authority's staff assigned to support the application; the Training Plan will be delivered to the Authority Project Manager for acceptance.

h) Purchase, configure and install all Hardware provided by Paradigm as listed on Exhibit B (Purchase Price Schedule) in this Addendum A.

The Authority shall:

a) Provide–Paradigm with a copy of the database from the current system for conversion requirements (if applicable).

b) Provide-Paradigm with the appropriate technical resources and information to be used to create the Authority's database.

c) Review, comment and if acceptable, approve the Hardware specifications.

d) Ensure that Paradigm has access to the minimum starting configuration of the Software System and Hardware as agreed upon and confirmed by the Authority

for installing and configuring the Software System and that such configuration shall be fully documented in writing for the benefit of the Authority.

e) Review, comment on and if acceptable, approve the Training Plan. Develop, review and approve the detailed Test Plan that will be used for Acceptance Testing.

f) Provide Notice of Acceptance with respect to the approved Milestones.

3. **Milestone 3 — Order Hardware**

- The Authority shall order any Hardware as necessary to support the Software System (other than the Hardware ordered by Paradigm under Exhibit B (Purchase Price Schedule) and Exhibit D (Hardware Inventory) of this Addendum A (System Implementation).

- Create checklist to ensure all Hardware, cables, adapters, etc. are ordered/included.

4. **Milestone 4 —Intentionally Deleted**

5. **Milestone 5 — Facility Survey Review**

- The Parties shall review a completed survey.

6. **Milestone 6 —Visio Diagram/Documentation**

- The Authority shall provide images/pictures of the Authority's Facilities.
  - Scale house
  - Scale lanes
  - Site

- Paradigm will provide complete current documentation in paper and electronic format including:
  - any documentation on customizations
  - third party solutions
  - support and maintenance
  - user guides and training manuals
  - system security procedures
  - access rights matrix
  - system administration manual

- Paradigm will create Visio diagrams of the following:
  - Title page
  - Device legend
  - Overhead satellite view
  - Building layout
  - Hardware diagram

- System architecture
- Birds-eye view
- MSMQ
- Unattended
- Wiring diagram

7. **Milestone 7 — Collect Data**

- The Authority shall provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if the Authority's old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).

8. **Milestone 8 — Create Version 6 Database and Folder Structure**

- The Authority shall configure the Authority-supplied hardware and establish network communication with sites.
- Paradigm will use DBUpdate6 to create CW6 Database and Folder Structure.
- The Authority to inform Paradigm on which version of SQL will be used.

9. **Milestone 9 —Intentionally Deleted.**

10. **Milestone 10 — Initial Data Load of Setup Tables — Partial Historical Data Conversion**

- Paradigm will analyze current data and create specification for programmers to convert the critical setup tables and, if in contract, historical transactions.
- Discuss with the Authority the plan if setup data will be loaded again in the future. At some point, the Authority will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

Paradigm shall:

(i) Provide the full system Implementation Plan with timelines, Milestones and deliverables.
(ii) Create conversion scripts or routines from sample data provided by the Authority.
(iii) Review with the Authority and rectify sample data script conversion errors until the Authority's acceptance of the converted data.
(iv) Perform data conversion(s) as needed and load onto the target platform.
(v) Install the Software System at the Authority's Facilities in accordance with the full system Implementation Plan.
(vi) Install and configure the hardware on the required lanes.
(vii) Develop a historical data migration plan.

The Authority shall:

(i) Review and approve the historical data migration plan.
(ii) Provide sample data as required.
(iii) Review the data mapping document, if such document is necessary.
(iv) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist Paradigm in correcting the errors.
(v) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the Paradigm application once the Software System is accepted.
(vi) Make sure the Authority Personnel, office space and other resources are available for the Software System deployment to all Authority Facilities.
(vii) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
(viii) Review the Software System Documentation.

11. **Milestone 11 — Test Environment Milestone**

- The Parties will create the Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
  - Allows the Authority to test any update provided by Paradigm resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The Authority can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the Software System is operating as expected.
  - Allows the Authority's new employees to practice with the Software System during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
  - Allows the Authority's existing employees to test any of the thousands of Software System setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

Paradigm shall:

Prior to performing the final acceptance testing of the whole Software System, preliminary acceptance testing in the Authority's Test Environment, will be completed by the Authority (with assistance provided by Paradigm) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

(i) Deliver and install the Software System and Hardware for the Authority.
(ii) Successful acceptance test of all required and proposed functions.

(iii) Successful demonstration that the Software System's performance and capacity meets the Authority's requirements; and in accordance with Paradigm's documentation.

(iv) Preliminary training of users. The testing period will include:

(a) Collecting the required information on all loads entering and leaving the Authority's facility.

(b) Correction of all errors or failures in hardware, Software System, configuration, customization, interfaces, or conversion.

(c) Modifications to required Documentation.

The Authority shall:

(i) Review and approve the draft Test Plan.

(ii) Execute, review and approve acceptance test results.

(iii) Provide a Notice of Acceptance with respect to the approved Milestones.

12. **Milestone 12 — Production Environment Milestone**

- The Parties will create a Production Environment for both the office and various site servers/workstations that will be using the Software System.

13. **Milestone 13 — Transaction Scenario Guide and Documentation**

- The Parties will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- The guide is critical for the Authority's user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- Paradigm will supply the Authority with electronic CW and WS Training guides and manuals.

Paradigm shall:

(i) Review and identify out of the box and customizable functionalities.

(ii) Document integration point(s) and interface(s) requirements.

(iii) Review the sample data provided by the Authority and develop data conversion plan for data migration.

(iv) Install the Software System on the Authority's Test Environment.

(v) Configure and customize the Software System to meet the requirements of the Agreement.

(vi) Test the Software System on the Authority's Test Environment.

(vii) Assist the Authority in conducting its preliminary acceptance test.

(viii) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

The Authority shall:

(i) Provide Paradigm with details surrounding any customizable functionalities.

(ii) Review of the Paradigm recommended preliminary acceptance test plan and development of the Authority's preliminary acceptance test plan.
(iii) Review and approve the data migration plan.
(iv) Provide a Notice of Acceptance with respect to the approved Milestones.

14. **Milestone 14 — Programmer Liaison Meeting**

- Paradigm to assign Programmer Liaison if necessary.
  - Install technician will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the install manager.

15. **Milestone 15 — Remote Training**

- Paradigm to provide the Authority with any remote training as identified in the Agreement.
  - Train on ad-hoc reporting and to recreate Authority reports prior to going onsite.
  - Run through WeighStation and CompuWeigh Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. **Milestone 16 — Configure Hardware**

- The Parties shall test and configure the Hardware provided in the Agreement.
- The parties shall test and configure the Hardware (such as printers, scales, etc.).

17. **Milestone 17 — MSMQ Configuration**

- Paradigm to successfully install and test MSMQ prior to on-site arrival.

18. **Milestone 18 — Ticket Setup and Review**

- The Authority to provide Paradigm with desired ticket layouts.
- Paradigm to create desired ticket layouts.
- The Authority to confirm/approve ticket layouts.

19. **Milestone 19 — Email Configuration**

- The Authority to provide Paradigm with email credentials.
- Paradigm will configure email within the Software System.
- The Authority will test the email configuration.

20. **Milestone 20 — WeighPay Configuration**

- Paradigm and the Authority to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware —Paradigm and the Authority to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.

- If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- Paradigm to document Middleware/Gateway, and Processor.
- The Authority to provide responses to the following questions (additional questions may be necessary):
  - Does the Authority do pre-authorizations?
  - Does the Authority use Store and Forward?
  - Does the Authority require signatures?
  - Does the Authority let operators perform voids/refunds?

21. **Milestone 21 — Custom Report Review**

- The Authority to provide reports that are to be created within CW6.
- Paradigm to determine if reports can be created in Ad-hoc or if custom reports must be created (custom reports may incur an additional cost if not included in the Agreement).
- The Parties will discuss any custom reports needed that have been specified and agreed to in the Agreement.
- Paradigm to provide list of standard reports.

22. **Milestone 22 — Ad-hoc Report Conversion/Creation**

- The Authority to provide reports that are to be created within CW6.
- Paradigm to train the Authority on the creation of Ad-hoc Reports.

23. **Milestone 23 — Batch Report Creation**

- The Authority to provide Paradigm reports that are to be included in Batch (Scheduled) Reports.

24. **Milestone 24 — AR and Aging/Posting**

- If Posting to a third-party GL accounting package:
  - The Authority will provide export file requirements.
  - Paradigm will develop custom export to third-party accounting package per requirements.
- If using Paradigm's AR and Aging:
  - The Authority will provide Invoice and Statement layouts,
  - The Authority will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. **Milestone 25 — Book Travel**

- Paradigm Tech to meet with Install Manager to verify and confirm substantial completion of required Milestones.

- Transaction Scenario Document must be completed and reviewed thoroughly with the Authority and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with the Authority.
- Paradigm to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. **Milestone 26 — Installation Work Plan**

- Paradigm to present the Authority with the work plan that will include a specific schedule of the events that will occur while on-site.
- The Authority to approve installation work plan.

27. **Milestone 27 — Database Maintenance Task**

- Paradigm to configure and setup the Universal Service and scheduling PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If the Authority's DBA schedules their own backups, Paradigm will work with DBA to ensure proper files are included.

28. **Milestone 28 — Go-Live Prep — Purge Test Data and Final Steps Prior to Go-Live**

- Final acceptance Test Plan to include KPI's to be mutually agreed upon.
- Paradigm will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- Paradigm to perform file backup.
- Depending on the Authority's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
  - InsFunds tables (Purge and Reload if Upgrade)
  - Z Out (Purge and Reload)
  - Trans table for the testing period
  - Hold Table (Hold.Trans)
  - Actg Batch table (If Using AR and Aging)
  - A2 Payment table (If using AR and Aging)
  - Offense Table (if using offenses)
  - CustomFreeUnits Trans (If Using Custom Free Units)
  - Purge History Schema (Use DBUpdate)
  - Purge Audit Logs (Use DBUpdate)
  - Reset Sequence Numbers
  - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the Software System/database, these steps will need to occur for each instance.)

29. **Milestone 29 — Go-Live**

- The Parties will participate in this Milestone to cutover from the current solution to CW6.

30. **Milestone 30 — Final Historical Transaction Data Conversion**

- Paradigm may need to reload most recent transactions up to Go-Live.
- Paradigm will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.
- Paradigm will assist the Authority in the development and implementation of a disaster recovery system within the price of the current Agreement unless extended by change order.

31. **Milestone 31 — Post Installation Checklist**

- Paradigm will review Post Installation Checklist to ensure all items have been completed.
- Paradigm will provide the Final Installation Note document to the Authority to assist with understanding the transition from the installation team to the support team.

32. **Milestone 32 — Knowledge Transfer from Install to Support**

After a full billing has occurred, the installation technician will present the details of the project to the Support team.

- Present the installation to the Support Team. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

33. **Milestone 33 — Install Manager Post Go-Live Follow-Up**

- Paradigm's Install Manager will schedule a call with the Authority's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the Authority and if there are any open items that need to be address.

34. **Milestone 34 — Introduction to the Support Department Manager**

- Schedule call with Support Manager, Lead Install Tech and Authority's Primary Contact to introduce the Support Manager and detail the support process to the

Authority to ensure the Authority is contacting support for support related issues going forward.

35. **Milestone 35 — Business Development Follow-Up**

- Task for Business Development to contact the Authority's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B
Purchase Price Schedule

Description	Qty / UM	Unit Price	Extended Price
1. CompuWeigh License - (1-user concurrent license) *	20 / Each	$525.00	$10,500.00
2. WeighStation Program License *	30 / Lane	$5,775.00	$173,250.00
3. WeighStation Program License (for use in the office)	1 / Lane	$0.00	$0.00
4. MSMQ Module (>20 lanes) *	1 / Flat Fee	$14,950.00	$14,950.00
5. Insufficient Funds/Split Payments Module *	1 / Flat Fee	$1,575.00	$1,575.00
6. Alerts / Rules Module *	1 / Flat Fee	$2,625.00	$2,625.00
7. Software Discount	1 / Each	($10,000.00)	($10,000.00)
8. AR and Aging Module *	1 / Flat Fee	$19,995.00	$19,995.00
9. WeighPass Module (to be used for by-pass lane and Ref 1 / Ref 2 Access) *	1 / Flat Fee	$9,625.00	$9,625.00
10. Unattended Module (includes RF Module on unattended lanes) *	1 / Flat Fee	$20,000.00	$20,000.00
11. Jobs/LOA/DAS Module *	1 / Flat Fee	$25,000.00	$25,000.00
12. Video/Picture Module *	30 / Lane	$1,575.00	$47,250.00
13. Light Module *	1 / Flat Fee	$15,000.00	$15,000.00
14. Gate Module *	1 / Flat Fee	$15,000.00	$15,000.00
15. WeighPay Module – (22 attended lanes. Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not included in PSLLC pricing unless specifically noted.) *	22 / Lane	$1,885.00	$41,470.00

Description	Qty / UM	Unit Price	Extended Price
16. WeighPay Module – (For use in the office. Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not included in PSLLC pricing unless specifically noted.) *	1 / Lane	$0.00	$0.00
17. Web Reporting Module (with credit card integration) (Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor. Customer is responsible for hosting for the solution, SSL and any and all fees. PSLLC can provide hosting for an additional fee if the Authority is interested.) *	1 / Flat Fee	$25,000.00	$25,000.00
18. Scale Monitoring Module *	30 / Lane	$1,575.00	$47,250.00
19. Driver's License (Barcode) Scanning Module *	30 / Lane	$1,575.00	$47,250.00
20.Export to Third-Party Accounting Package (GL only) – (Export to eFinancePlus Software) *	16 / Hour	$225.00	$3,600.00
21. Historical Data Conversion (includes trucks, accounts, rates, transactions, accounting starting balances – does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, additional charges may apply.)	1 / Flat Fee	$0.00	$0.00
22. Customization – Ability to scan documents at the time the transaction is processed. The exact process will need to be determined based on the Authority providing business requirements. We will include this customization up to 20 hours at no additional charge to the Authority. This does not include the purchase of any necessary hardware.	1 / Flat Fee	$0.00	$0.00
23.Swing Away Canopy for Enclosures	8 / Each	$1,660.19	$13,281.52

Description	Qty / UM	Unit Price	Extended Price
24. Stainless Steel Kiosk Enclosure (w/heater, fan, exhaust & thermostat – (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit and bollards. PSLLC will configure the hardware to work with the software. At implementation - 2 kiosks will contain unattended credit card hardware, the remaining 6 kiosks will have a plate that can be switched at a later date to accept the unattended credit card hardware.)	8 / Each	$7,241.75	$57,934.00
25. Touch Screen Industrial Computer for Enclosure	8 / Each	$4,500.00	$36,000.00
26. Kiosk Thermal Receipt Printer	8 / Each	$850.00	$6,800.00
27. 2-port Extended Temperature Serial Server (Perle)	1 / Each	$528.06	$528.06
28. RF Junction Box - (to connect to existing RF Readers)	8 / Each	$600.00	$4,800.00
29. Intercom Master (IP) - (Includes Master Station, Sub-Station Adapter and Transformer - customer must provide POE Switch)	8 / Each	$1,870.64	$14,965.12
30. Intercom Remote Horn/Station (IP) - (Includes Horn and Push Button)	8 / Each	$751.17	$6,009.36
31. 4-port Extended Temperature Serial Server (Perle)	29 / Each	$774.80	$22,469.20
32. 1-port Serial Server (Perle)	1 / Each	$486.20	$486.20
33. Case Kiosk Thermal Receipt Paper (8 Rolls) - (one case per site)	7 / Each	$145.54	$1,018.78
34. Outdoor Display - (External Display - 24X64 Compact Outdoor Enclosed)	22 / Each	$2,457.00	$54,054.00
35. OPTO Board, Brain and Modules (to	18 / Each	$1,700.00	$30,600.00

Description	Qty / UM	Unit Price	Extended Price
control lights and gates)			
36. Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	22 / Each	$461.36	$10,149.92
37. Camera – customer to provide POE switch and location of each camera on the lanes (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit and bollards up to the camera. PSLLC will configure the hardware to work with the software.)	138 / Each	$1,069.81	$147,633.78
38. Driver's License / Barcode Scanner	30 / Each	$598.69	$17,960.70
39. Driver's License / Barcode Scanner in Stainless Steel Enclosure (for Ref 1 and 2)	3 / Each	$625.25	$1,875.75
40. Fiber to Ethernet with 4-port POE Switch	8 / Each	$762.75	$6,102.00
41. Project Management - (Authority will only be invoiced for time used)	1,040 / Hour	$150.00	$156,000.00
42. On-Site Installation - (Hardware - includes travel for one trip)	1 / Flat Fee	$50,000.00	$50,000.00
43. On-Site Installation - (Go-Live - 1 Site - 3 Techs for 7 days (2 weekend days) - includes travel)	168 / Hour	$301.60	$50,668.80
44. On-Site Installation - (Go-Live - 2 Sites - 3 Techs for 5 days - includes travel)	120 / Hour	$281.25	$33,750.00
45. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	$281.25	$45,000.00
46. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	$281.25	$45,000.00
47. On-Site Training - (includes travel and weekend travel stay)	160 / Hour	$271.86	$43,497.60
48. Remote Install/Training - (Authority will only be invoiced for time used)	480 / Hour	$210.00	$100,800.00

Description	Qty / UM	Unit Price	Extended Price
49. On-Site Installation - (After Hours Work - Authority will only be invoiced for time used)	200 / Hour	$315.00	$63,000.00
50. Schedule A of Addendum B (one-time charges)	1 / Flat Fee	$1,405.00	$1,405.00
Licensing, Customization, Hardware and Implementation Total:			**$1,531,129.79**

*Used to calculate Annual Support at twenty (20%) percent.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C
Payment Schedule

All costs, and expenses and fees shall be on a fixed-fee basis, and each payment installation shall be made based on Payment Schedule below.

Percentage Due:	Amount Due:
50% - Hardware Due Upon Contract Execution	$216,334.20
40% - Services Due Upon Contract Execution	$235,086.56
25% - Hardware Due Upon Delivery	$108,167.10
100% - Software Due Upon Initial Installation of Base Version in Test Environment	$509,340.00
25% - Services Due Upon Initial Installation of Base Version in Test Environment	$146,929.10
20% - Services Due Upon Go-Live	$117,543.28
25% - Hardware Due Upon Go-Live	$108,167.10
15% - Services Due 90 Days After Go-Live	$88,157.45
100% - Due Upon Delivery for Schedule A of Addendum D (Credit Card Gateway Services)	$1,405.00
	$1,531,129.79

Annual Support Services Payment Schedule

Percentage Due:	Amount Due:
100% - Software Support Due 90 Days After Go-Live and Pro-Rated for 9 Months to coincide with Credit Card Gateway Services and Annually Thereafter (with modifications per the Terms of the Agreement)	$103,868.00
100% - Hardware Support Due Upon Go-Live and Annually Thereafter (with modifications per the Terms of the Agreement)	$34,000.00
100% - Due upon Go-Live for Schedule B of Addendum D (Credit Card Gateway Services) and Annually Thereafter (with modifications per the Terms of the Agreement)	$33,870.00
	$171,738.00

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT D
Hardware Inventory

DESCRIPTION	QTY / UM
Touch Screen Industrial Computer for Enclosure	1 / Each
Kiosk Thermal Receipt Printer	1 / Each
2-port Extended Temperature Serial Server (Perle)	1 / Each
RF Junction Box - (to connect to existing RF Readers)	1 / Each
Intercom Master (IP) - (Includes Master Station, Sub-Station Adapter and Transformer)	1 / Each
Intercom Remote Horn/Station (IP) - (Includes Horn and Push Button)	1 / Each
4-port Extended Temperature Serial Server (Perle)	1 / Each
1-port Serial Server (Perle)	1 / Each
Outdoor Display - (External Display - 24X64 Compact Outdoor Enclosed)	1 / Each
OPTO Board, Brain and One of Each Module	1 / Each
Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	1 / Each
Camera	1 / Each
Driver's License / Barcode Scanner	1 / Each
Fiber to Ethernet with 4-port POE Switch	1 / Each
RF Reader	1 / Each

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM B
Service Levels

1. **Definitions**

In this Addendum B, the words set out below will have the following meanings:

- **"Business Day"** shall refer to 7:00 a.m.to 6:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday and Friday, except for statutory holidays.
- **"Custom Hardware"** means all hardware assembled or manufactured to meet the Authority's specifications and supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **"Incident"** means any Authority query, defect, problem or error regarding the Software System, Hardware, or Custom Hardware.
- **"Hardware"** means all hardware supplied by the Authority or supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- -**"Software System"** means all Software System supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **"Statutory Holidays"** — the following days are the statutory holidays that Paradigm's Offices are closed. If any changes, Paradigm will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
    - **New Year's Day** — January 1st if it falls on a weekday, else the Monday following
    - **Good Friday** — Friday before Easter Sunday
    - **Memorial Day** — The first Monday following May 22nd
    - **Independence Day** — July 4th if it falls on a weekday, else the Monday following
    - **Labor Day** — 1st Monday in September
    - **Thanksgiving** — 4th Thursday in November
    - **Christmas Day** — December 25th if it falls on a weekday, else the Monday following Christmas Day

2. **Statement of Intent**

The aim of the Service Level Requirements is to provide a basis for close co-operation between the Parties for support services to be provided by Paradigm to the Authority, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Authority in the use of the Software System.

3. **Objectives of Service Level Requirements**

The Parties acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between the Parties to ensure effective support for the Authority's end users.
- To document the responsibilities of the Parties with respect to the Service Level Requirements.

- To ensure that the Authority achieves the provision of high quality of service for its end users with the full support of Paradigm.
- To define the services to be provided by Paradigm and the level of service which can be expected by the Authority.
- To detail the information Paradigm requires from the Authority in order for Paradigm to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. **Service Types**

The success of the Service Level Requirements depends fundamentally on the ability of the Parties to communicate credible and reliable information.

First, the Parties acknowledge and agree that it is important that there be a clear chain of communication between Parties.

Second, the Parties acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types "Type 5" and "Type 6" are exclusive to Paradigm; in some instances, the Authority's/Partners may support Types 1-4 in part or in whole.

During the provision of Standard Support Services, Paradigm is required to comply with the Authority's protocols for remote access and Software System change control.

4.1 Type 1 — Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform Authority of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3
- The entire Software System will be supported by Paradigm as its core product, and any customizations required for the Authority's use shall be well documented and provided to the Authority, and will be incorporated by Paradigm as the core product provided under this Agreement and will be supported for the Term of this Agreement and during the Version Support Period provided for in this Agreement.

4.2 Type 2 — Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of hardware components provided by Paradigm associated with the operation of the system pursuant to Section 11(b) of the Terms and Conditions
- Inform the Authority of closure of Type 2 ticket

- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 — Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents
- Problem replication
- Third-Party Software System integrations (provided by Paradigm)
- Inform the Authority of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 — Updates and Installations

- Provide Updates to the Authority for installation in Test Environment
- Provide Updates to the Authority for installation in Production Environment

The Authority will implement Microsoft critical patches and Paradigm shall use its best good faith efforts to provide continued support of the existing Software System.

4.5 Type 5 — Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.6 Type 6 — Review and Refresh (Billable)

- Multi-day session on topics to be agreed with the Authority; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by the Authority
- Advise on Best Practices

5. Service Level Requirements

5.1. Incident Severity Ranking

Severities for all Incidents in which the Software System is not operating as described in the Agreement, will be jointly classified by the Parties under one of the following three classifications and according to their "severity ranking" impact on core areas of the Software System function listed in the table below:

(1) Displaying information to Operators
(2) Capturing information from site peripherals
(3) Acquiring / Storing information from the Software System

Severity Ranking	Identification	Description
1	**Emergency**	**Complete stop or major breach of the Software System or Hardware ceases the Authority's operations for one or more users at a critical period.** (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	**High**	**Major problem that disrupts operations during working hours. A work around may be available to assist the Authority until the problem is resolved.** Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of "Emergency". (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	**Medium**	**Problem that impacts operations and requires resolution and has an acceptable workaround for the short term.** (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	**Low**	**Minor problem or request for information from users.** (Example: Configuration settings, requests for information purposes only, etc.).
5	**Wish List**	Suggestions for improvement, ideas or input from the Authority that would be considered for future updates or upgrades to the application.

5.2. Response and Resolution Times

Severity Ranking	Response Time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the Authority or contact in the immediate hour of receiving the incident notification.	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four (4) hours

2 High	Respond immediately to the Authority or contact within one hour of receiving the incident notification	Diagnose problem and establish the plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Parties representatives
3 Medium	Respond immediately to the Authority or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) days including the weekends or as agreed to by the Parties representatives
4 Low	Respond immediately to the Authority or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Parties representatives

5.3. Response Times Not Met — Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the "Required Outcomes" column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the Authority's operations, the Authority can escalate (Annex A) and address the problematic situation with the management team of Paradigm to agree on a plan of corrective actions. As part of Paradigm's Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by Paradigm to the designated Paradigm and Authority management contacts.

Response Time Exceeded	The Authority will contact Support Manager to expedite response
Corrective Plan Time Exceeded	The Authority will request Support Manager to support problem diagnosis

6. **Paradigm's Support Hours of Service**

Emergency Severity Incidents

Paradigm offers telephone coverage 24x7x365 for **incidents with critical impact on operations, i.e. those with "Emergency" severity ranking as defined by the table in Section 5.1 of this Addendum B,** with response time for Emergency Incidents **within one** hour.

Other Incidents are worked per the following rules:

- **Regular Business Days — During Office Hours — Monday to Friday 7:00 a.m. to 6:00 p.m. (Eastern Time)**
  - Email / Web Ticket — Monitored and responded to within two (2) business days
  - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days — Outside Office Hours — Monday to Friday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket — Monitored and responded to within two (2) business days
  - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends — Friday to Monday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket — Monitored and responded to within two (2) business days
  - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays — From 6:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
  - Email / Web Ticket — Monitored and responded to within two (2) business days
  - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. **Paradigm's Primary Reporting Responsibilities**

Paradigm proposes to review, on an annual basis, the performance of the support team in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually-agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with PARADIGM in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. **The Authority's Primary Reporting Responsibilities**

The Authority will provide a prime and secondary Contact(s) through which all reported problems encountered by the Authority would be funneled for subsequent notification to Paradigm. These individuals must have a working knowledge of the Software System and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The Authority is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Authority's operation. The Authority will refer all problems to Paradigm in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:

- Software System affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on the Authority's Operations:
- Other pertinent information (as appropriate):
- The Authority will supply Paradigm with reasonable remote electronic access to the Equipment, Software System, or any computer hardware where the Software System and data files may reside in order that Paradigm can investigate reported problems.
- In order to maintain ongoing Standard Support Services, the Authority is responsible to ensure all Support payments to Paradigm are current.

9. **Complaints**

All complaints relating to the operation of the support service by either party will be forwarded in writing (email shall suffice) and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Parties.

10. **Other Service Level Requirements Exclusions**

Services provided do not include support for system environment changes necessitated by the Authority or outside of the control of Paradigm. Examples of exclusions include, but are not limited to:

- The Authority's infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor Software System changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM C
Escrow Agreement

THIS ESCROW AGREEMENT (this "Agreement") is made by and among Paradigm Software, L.L.C., a Maryland limited liability company ("Paradigm"), Shaffer, McLauchlin and Stover, LLC, a Maryland Limited Liability Company (the "Escrow Agent") and the undersigned Authority ("Authority").

Paradigm and the Authority have entered into a certain Standard Support Services and Licensing Agreement. This Addendum to that Agreement governs the custody and release of source code to be held by Escrow Agent for a certain computer Software System licensed to the Authority by Paradigm. It includes and is subject to all of the Terms and Conditions and Addenda attached to the Agreement itself, all of which are incorporated herein.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____
Jackie W. Barlow, II
Chief Operating Officer

Date: 11/11/2019

SHAFFER, MCLAUCHLIN AND STOVER, LLC
836 South Main Street, Suite 102
Bel Air, MD 21014

By: _____
Eric E. McLauchlin
Partner/Member

Date: 11.11.19

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

7501 North Jog Road
West Palm Beach, FL 33412

By: _____
Dan Pellowitz
Executive Director

Date: 11/13/2019

TERMS AND CONDITIONS

1. Deposits

Escrow Agent has accepted and currently holds on deposit a single copy of the source code ("Source Code") and related information for certain computer programs as more specifically identified in Section 10 below that have been licensed to the Authority pursuant to a written license agreement (the "License Agreement"). All such materials with the Source Code are hereinafter collectively referred to as (the "Escrowed Assets"). Paradigm shall deposit an updated copy of the Source Code upon each general release of such updates or upon any change to the Source Code and each updated copy shall upon deposit be deemed the Source Code under this Agreement. Paradigm shall also update, as necessary all other Escrowed Assets, with each general release, version, changes and modifications. After each update, Paradigm shall automatically send the updated Escrowed Assets to the Escrow Agent with a notification of such action to the Authority.

The copy of the Source Code and each other Escrowed Asset held by Escrow Agent shall be and remain the exclusive property of Paradigm, and Escrow Agent will hold the Escrowed Assets as specifically provided in this Agreement. Escrow Agent will hold the copy of the Source Code and each Escrowed Asset in safekeeping at its offices and may deliver a copy of the same to the Authority, but only under the conditions specified below. Upon reasonable request, and at the Authority's cost, the Authority has the right to have its auditor or agent examine the copy of the Source Code and each other Escrowed Asset to confirm that that version in escrow is the most current version of each Escrowed Asset and to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by Paradigm at its premises in Cockeysville, Maryland.

2. Conditions for Release

The Authority shall be entitled to receive from Escrow Agent and to make limited use as herein provided of a single copy of the most recent version of the Source Code or such other Escrowed Asset, if (i) Paradigm releases the Source Code or such Escrowed Assets to other licensees as a matter of general policy; (ii) Paradigm refuses to offer the Authority error correction services or changes required to comply with federal regulations at Paradigm's standard rates and on its standard terms and conditions; (iii) Paradigm becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); (iv) Paradigm as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the License Agreement, (v) any direct or indirect sale of more than 50% of the ownership interests in Paradigm, or the sale of all or substantially all the assets of Paradigm, or any other sale, transfer, merger or acquisition transaction without the prior written consent of the Authority, or (vi) the Source Code and Escrowed Assets are to be released to the Authority in compliance with the terms of the License Agreement. Any of the foregoing events is referred to below as a "Release Condition".

Upon the happening of any Release Condition, Authority may at its option give Escrow Agent written notice (the "Notice") requesting a copy of the Source Code and each other Escrowed Asset. The Notice shall (i) be labeled "Notice Under Escrow Agreement Dated _____, 2019," (ii) specify the Release Condition with reference to the applicable section of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which the Source Code and each other Escrowed Assets is on deposit and which the Authority desires to have released; and (iv) be given within sixty (60) days of the Authority's knowledge of the happening of the applicable Release Condition.

Upon receipt of the Notice, Escrow Agent shall send a copy to Paradigm by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery"). If Paradigm denies or disputes an alleged Release Condition, Paradigm shall, within fifteen (15) days after the receipt of the copy of the Notice from Escrow Agent, deliver to the Escrow Agent a statement (the "Statement") identifying its dispute. Escrow Agent shall send a copy of the Statement to the Authority by Secure Delivery, and Escrow Agent shall continue to hold the Source Code in accordance with this Escrow Agreement. If Escrow Agent does not receive the Statement within the applicable time period, or if Escrow Agent is informed in the Statement that Paradigm's denial of statements in the Authority's Notice does not apply to certain applications or modules, Escrow Agent is authorized and directed to deliver a copy of the applicable Source Code or any other Escrowed Asset to the Authority. Upon delivery to the Authority under any circumstances, the Source Code and each other Escrowed Asset shall become a part of the licensed Software System and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement.

In the event that Paradigm delivers the Statement to Escrow Agent in the manner and within the time period set forth above, Escrow Agent shall not release a copy of the Source Code or any part thereof or any other Escrowed Asset to the Authority unless (i) required to do so by order of a court of competent jurisdiction, or (ii) Escrow Agent has received written instructions with authorized signatures of both Paradigm and the Authority requesting release to the Authority. The Escrow Agent may withhold release of the Source Code or any other Escrowed Asset to the Authority if fees or costs owed by the Authority to the Escrow Agent are unpaid.

3. Payments and Fees

The Authority shall pay to Paradigm $500.00 upon the execution of this Agreement for the establishment of an account (the "Acceptance Fee") plus $200.00 for the initial deposit (the "Maintenance Fee") for 2020. Thereafter, the Authority shall pay to Paradigm $200.00 per calendar year for the Maintenance Fee. Upon execution of this Agreement and receipt of payment from the Authority, Paradigm shall pay the Escrow Agent a $300.00 Acceptance Fee and a $100.00 Maintenance Fee for 2020. Thereafter, Paradigm shall pay the Escrow Agent a $100.00 Maintenance Fee per calendar year. The Parties agree that the Maintenance Fee will not exceed $500.00 per calendar year. The Authority's terms of payment are "Net 30 Days" after receipt of an acceptable invoice for services rendered to date. Any fees or expenses incurred by the Escrow Agent in connection with its performance of services hereunder, including without limitation the cost of media, copies, delivery charges, long distance charges, postage, shipping, handling and insurance shall be paid equally by Paradigm and the Authority.

4. Termination and Cancellation

It is the responsibility of the Authority to forward the annual Maintenance Fee to Paradigm. Failure of the Authority to pay Paradigm the applicable fees, within thirty (30) days written notice of payment due, shall result in the cancellation of the Escrow Agreement and the termination of Escrow Agent's obligations under the terms thereof, in which case Escrow Agent shall return the Source Code and other Escrowed Assets to Paradigm and shall have no further obligation hereunder.

This Agreement shall also terminate upon delivery of a copy of the Source Code and all the other Escrowed Assets to the Authority in accordance with the terms of this Agreement or the termination of the License Agreement, whichever occurs first. The delivery of a copy of the Source Code and all the other Escrowed Assets to the Authority hereunder shall act as a termination of all of Paradigm's responsibilities, all of Paradigm's warranties, and all of Paradigm's Software System maintenance obligations under the License Agreement and all other agreements.

5. Limitation on Escrow Agent's Responsibility and Liability

As a fiduciary, conservator, receiver or guardian of the Escrowed Assets that it receives, Escrow Agent's obligation is solely one of safekeeping. Escrow Agent shall not be obligated or required to examine or inspect the Escrowed Assets except as provided hereunder to confirm that the copies delivered are in fact accessible and available. The Escrow Agent cannot and does not warrant the content of the Escrowed Assets that it receives from Paradigm, regardless of the media used to transmit it. Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Escrowed Assets as it maintains for its valuable documents and those of its clients at the same location. However, Escrow Agent shall not be responsible for any loss or damage to the Escrowed Assets due to changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of Escrow Agent. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

In no event shall Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or malfeasance. Escrow Agent shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

Paradigm and the Authority shall jointly and severally indemnify Escrow Agent against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of Escrow

Agent), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

Paradigm and the Authority acknowledge that Escrow Agent has previously represented and represents Paradigm regarding other transactions, but nonetheless enter into this Agreement, consent to the representation by Escrow Agent of Paradigm, and waive any conflict created hereby, whether actual or potential, real or perceived. Each party has been advised to seek legal representation prior to executing this agreement. Paradigm and the Authority acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the Escrow Agent to perform hereunder or to represent Paradigm as to matters unrelated hereto,

6. **Intellectual Property**

The release of the Escrow Material to the Authority will not act as an assignment of any Intellectual Property Rights that the Licensor or any third party possesses in the Escrow Material. Without prejudice to this Section 6, the Escrow Material shall remain at all times the confidential and intellectual property of its owner. In the event that Escrow Agent releases the Escrow Material to the Authority, the Authority shall be permitted to use the Escrow Material only for the release purposes.

7. **Bankruptcy**

Paradigm acknowledges that this Escrow Agreement is an "agreement supplementary" to the License Agreement as provided in Section 365(n) of Title 11, United States Bankruptcy Code (the "Code"). Paradigm acknowledges that if a Trustee in a case under the Code rejects the License Agreement or this Escrow Agreement, the Authority may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Code. After the commencement of a case under the Code by or against Paradigm, and unless and until the License Agreement is rejected upon written request of the Authority to the Trustee, Trustee (a) shall not interfere with the rights of the Authority as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Escrowed Assets from the Escrow Agent. If the Trustee rejects the License Agreement or this Escrow Agreement and the Authority elects to retain its rights hereunder and upon written request of the Authority to the Trustee, the Trustee shall provide the Escrowed Assets to the Authority.

8. **Resignation**

The Escrow Agent may resign by delivery of a thirty (30) day written notice to both Paradigm and the Authority. The Escrow Agent will deliver the Escrowed Assets (including the Source Code) upon the joint written direction of Paradigm and the Authority received within thirty (30) days of the date on the Escrow Agent's notice of resignation. If no joint direction is received within the time period outlined, the Escrowed Assets (including the Source Code) will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014-to serve as acting trustee, until the parties mutually agree on a successor escrow agent.

9. **Miscellaneous**

A. **Complete Understanding**. This Escrow Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Escrow Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. The Authority expressly acknowledges, agrees and represents to Paradigm that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Escrow Agreement. The Authority agrees that no contrary terms and conditions of any subsequent Authority purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing.

B. **Notice**. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

C. **Invalidity**. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Escrow Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

D. **Effective Date**. This Agreement shall become effective and shall be binding only upon acceptance by the Authority, Escrow Agent and Paradigm, when the last party signs.

E. **Governing Law**. This Agreement shall be deemed to have been entered into in the State of Maryland and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Maryland.

10. The Escrowed Assets to be deposited into Escrow

The Escrowed Assets shall include, but are not limited, to the Source Code, including all Paradigm copyrighted and non-copyrighted source code and support documentation which will permit a reasonably skilled service provider to review and rework the Authority's Software System (as defined in the License Agreement), and to permit the Authority and its other vendors to integrate other software with the Software System:

CompuWeigh system application source code including modifications specific to the Authority for the modules licensed to the Authority:

- Message Queuing Module (MSMQ)
- Web Reporting and Payment Module
- Video/Picture Module
- WeighPay Module/Signature Capture Module
- Jobs Module
- Accounts Receivable and Aging Module

Unattended and other related modules:

- Unattended Operation Module
- Traffic Light module
- Traffic Gate module

Other/Support Documentation:

- File structures (data definitions and relationships)
- Release date for each module listed above
- Minimum/recommended system requirements for server(s) including but not limited to the operating system and version
- Other documentation to include but not limited to name(s) of the programming/development language(s) and versions for the Source Code
- ODBC drivers
- API's (Application Program Interfaces); list of integrated third-party software versions/release information
- Other information Paradigm deems pertinent to support the Source Code
- Photographs, drawings, or schematics of the unattended system and its components, custom hardware, and any related support documentation.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM D
Credit Card Gateway Processing

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to provide, by its acceptance of the Agreement to which this Addendum D is attached, and further agrees, through a subcontract with a credit card service provider designated by the Authority and as part of the Software Services provided under the Agreement to which this Addendum D is attached, to install the necessary hardware and software necessary for the Authority's Customers to pay for weighing services at Authority's Facilities with credit cards through the Credit Card Services as defined in and in accordance with the terms and conditions set forth in Schedule A and Schedule B attached hereto to this Addendum D ("Credit Card Services"). The Terms and Conditions of this Addendum D and Schedule A and Schedule B to this Addendum D shall relate only to the CardConnect Services.

THIS ADDENDUM, INCLUDING ALL OF ITS TERMS AND CONDITIONS, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO CREDIT CARD SERVICES AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. EXCEPT FOR THE TERMS OF THIS ADDENDUM AND ITS SCHEDULE A AND SCHEDULE B, THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED, SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. THE AUTHORITY UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS ADDENDUM REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH IN THIS ADDENDUM. BY SIGNING WHERE INDICATED BELOW, THE AUTHORITY ACCEPTS THESE TERMS AND CONDITIONS AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE SUCH TERMS WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS ADDENDUM.

TERMS & CONDITIONS

TO CREDIT CARD PROCESSING GATEWAY SERVICE

These Terms and Conditions, shall relate only to the use and provision of the Products and Services defined herein. For the purposes of this Addendum, the terms shall have the meanings set forth in Section 1 below and not as defined in the Agreement itself. For adequate consideration, the receipt of which is hereby acknowledged, and the Authority, intending to be legally bound, mutually agree to the following terms and conditions:

1. **Definitions.** Certain capitalized terms shall have the meanings set forth below:

1.1. **"API"** means application program interfaces or other access vehicles (i.e. web services) or methodologies.

1.2. "**ACH**" means an authorized clearing house.

1.3. **"Authorized Users"** means persons or entities that are authorized by the Authority to access and use the Services.

1.4. **"Documentation"** means the written materials provided to the Authority, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other related documentation to assist or describe the Services and/or the Products provided through Paradigm.

1.5. **"Engagement Hardware"** means the applicable hardware provided through Paradigm to the Authority and certified for use with the Services and used by the Authority to enable the use of certain of the Services.

1.6. **"Gateway Services"** means the transaction processing services provided to the Authority through Paradigm's Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of the Authority to a payment processing network.

1.7. **"Credit Card Platform"** means the cloud-based payment solution owned and maintained by Paradigm's Vendor including the hardware and Software System utilized for processing credit, debit and other transactions as well as transmitting other data between the Authority, a Software System solution utilized by the Authority, as well as the consumers of the goods and/or services provided by the Authority.

1.8. **"Product(s)"** means all equipment, Engagement Hardware, firmware, software (other than the Software System installed under the Agreement), and other applications, including all updates, modifications, enhancements, replacements, provided to the Authority through Paradigm under this Addendum and used solely in connection with the Gateway Services.

1.9. **"Services"** means the services provided by Paradigm to allow the Authority to access the select Gateway Services provided by Vendor and its Credit Card Platform.

1.10. **"Software System"** means the Software System programs, including without limitation the Software System related to the Gateway Services and Credit Card Platform as well as related Software System & all pass-thru Software System licenses from third-party Software System providers whose Software System is part of the offering under this Addendum.

1.11. **"Vendor"** shall mean the owner and operator of the Processing and/or Gateway Platform. For the purposes of this Addendum, the Authority has selected:

□ CardConnect

2. **Use of Services and Products.** Subject to and conditioned on the Authority's and its Authorized Users' compliance with the terms and conditions of this Addendum, during the Term of the Agreement (as extended from time to time), the Authority and its Authorized Users may access and use the Services and the Products. Paradigm shall use commercially reasonable efforts to provide the Services to the Authority and its Authorized Users. Any terms for the purchase of Engagement Hardware shall be set forth in the applicable Schedule. Paradigm may, in its discretion from time to time, without liability to the Authority revise, modify, update, limit or replace any Products or Services in whole or in part in order to most efficiently provide the Services under this Addendum, provided the Products and Services are not adversely affected in any material manner and Paradigm provides reasonable notice to the Authority prior to the occurrence of any such event.

3. **Documentation.** Paradigm shall provide the Authority access to electronic versions of any applicable Documentation that Paradigm makes generally available to its customers of the same Services and Products. The Authority may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use the Authority and its Authorized Users, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4. **The Authority's Responsibilities.** Paradigm shall provide the Authority access to electronic versions of any applicable Documentation that Paradigm makes generally available to its customers of the same Services and Products. The Authority may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by the Authority and its Authorized Users, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4.1 The Authority agrees to use the Products and Services in accordance with applicable laws and the Documentation provided by or through Paradigm.

4.2 The Authority is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data entered or uploaded. Paradigm is not responsible for any inability to perform Services due to the Authority's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or Software System.

4.3 The Authority shall not transmit or store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties. The Authority shall ensure that its use of the Product complies with all laws directly or indirectly applicable to the Authority and its Authorized Users. The Authority agrees to execute any and all documents and comply with any and all applicable procedures, rules and regulations which Paradigm, its Vendor or applicable law may require in connection with the Products and Services, including without limitation, procedures, regulations, and rules, as may be amended from time to time, promulgated by American Express, MasterCard, VISA, Discover, various other payment networks, NACHA, the settlement bank, and insurance carriers (collectively "Association Rules"). The Authority also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. The Authority agrees to not directly and knowingly use the Products or Services to engage in any activities in violation of federal or state anti-kickback laws. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO THE AUTHORITY'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES AND PRODUCTS IN WAYS THAT ARE NOT IN COMPLIANCE WITH LAWS.

4.4 The Authority understands that the Authority may not process transactions on behalf of any other entity or individual and that the use of the Products and Services is provided herein as a service for a single merchant account. Any attempt to use the Products and Services herein for more than one Merchant account without additional agreements and fees for each merchant may result in additional fees and charges, the revocation of rights to the Products and/or Services and termination of this Addendum.

4.5 This Addendum may not be sold, traded, assumed or otherwise transferred to another individual or entity without the express written consent of Paradigm, separately from the Agreement, and all rights of assignment are subject to the terms and provisions set forth in the Agreement.

5. **Authorized Users.** The Authority shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, the applicable laws or other agreements, all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. The Authority shall have sole responsibility for terminating the access previously granted to any Authorized User, whether for termination of employment, reassignment, or any other cause. Paradigm may disable an Authorized User's access to the Services at any time in its sole discretion if Paradigm has reason to believe that such Authorized User poses a security risk or has violated the terms of this Addendum. The Authority is responsible for designating user IDs and passwords for any and all Authorized Users. The Authority agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify Paradigm immediately if access to such information is, or is thought to have been, released to

any unauthorized party. The Authority agrees not to allow multiple users to access the Software System using a common account or user credentials. Security and control of assigned user ID's and passwords are the sole responsibility of the Authority and Paradigm shall not be held responsible in any way for any breach in system security as a result of the Authority's actions or inactions relating thereto.

6. **User IDs.** The Authority is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Addendum whether or not such activities have been authorized by the Authority. The Authority shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Products and Services as contemplated by this Addendum, including those related to data privacy, international communications and the transmission of technical or personal data. The Authority shall: (i) notify Paradigm immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or computer or device containing such information; (ii) take all steps reasonably necessary to prevent access and use of the Services by unauthorized users; and (iii) not provide false identity information to gain access to or use of the Services or the Software System.

7. **Payment Terms.** The Authority shall pay the fees for the Products and Services as set forth in the Sales Agreement. The fees and charges shall be debited or billed in accordance with the terms of the Original Agreement.

8. **Products.** At no time shall the Authority utilize the Products or Services in any manner not consistent with the Documentation or the terms herein and shall not attempt to open any Engagement Hardware in any way. The Authority shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, the Authority will be required to purchase Engagement Hardware and keep such Engagement Hardware in good working order. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Engagement Hardware. The Authority shall be responsible for the purchase of and Paradigm shall be responsible for the installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and for the Authority and its Authorized Users to access and use the Software System. The Engagement Hardware shall be subject to a manufacturer's warranty as between the Authority and the device manufacturer as administered by the manufacturer. Paradigm does not provide any warranties of any kind for the Engagement Hardware. Title and risk of loss of the Engagement Hardware shall pass to the Authority upon shipment. The Authority shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. Paradigm assigns to the Authority any third-party warranties and indemnities for the Engagement Hardware. The Authority's sole and exclusive remedy for the breach of any such third-party obligations under this Addendum shall be against the applicable third-party manufacturer or Vendor, and not against Paradigm.

9. **Telecommunications; Internet access.** For the avoidance of doubt, Paradigm does not provide telecommunication or other wireless or internet services. The Authority is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of the Authority's systems and access to the Services by the Authorized Users employed by the Authority. The Authority agrees to process data using third party programs,

including specifically internet "browser" programs that support appropriate data security protocols compliant with applicable laws, provided that Paradigm shall set up the Software System as provided in the Agreement to properly function with all such protocols. Paradigm makes no warranties of any kind and expressly disclaims in regard to the security and/or the services provided by any third-party telecommunication or any wireless or internet Paradigm. Paradigm shall not be responsible or liable for any failure, delay or deficiency in communications or transmission facilities, integration into third party Software System, infrastructure or Services.

10. **Improper Use.** Failure to comply with the terms of this Addendum or the Documentation may result in damage to the Products. Paradigm shall have no liability for damage or any losses to the extent that it resulted from the Authority's negligence, willful misconduct or failure to comply with the terms of this Addendum, the Documentation, or any other written instructions provided by Paradigm or the Vendor to the Authority.

11. **Ownership.** Except as otherwise provided for herein and in the Agreement, this Addendum shall not be deemed to grant to the Authority or any Authorized User any ownership interest in the Products, Documentation, or Services. All Products, Documentation, Services and any derivative works based thereon, including any improvements, enhancements, modifications, updates, versions and releases, whether or not patentable or registered, will remain the exclusive property of Paradigm (collectively, the "Paradigm Materials") or the Vendor. Paradigm expressly reserves all rights to Paradigm Materials not specifically granted herein. The Authority shall not: (i) attempt to assign the right to access or use the Products or Services to any third party; (ii) allow or authorize access to or use of the Products or Services to any persons other than Authorized Users; (iii) use the Products or Services for any purpose other than the Authority's own internal business purposes; (iv) reverse engineer, disassemble or decompile the Products or Services or attempt in any fashion to obtain the source code to the Software System or the Credit Card Platform; (v) knowingly use the Products or Services to send or store infringing or unlawful material or information; (vi) knowingly use the Products or Services to send or store material containing harmful computer codes, viruses, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity of the Products or the Software System contained therein or Services or the data contained therein; or (viii) attempt to gain unauthorized access to the Software System or Services or related systems or networks.

12. **Confidential Data.** The Products and Services enable the Authority to transmit, store, and receive certain information relating to financial transactions for the Authority and its Authorized Users (the "Services Data"). The Services Data will include confidential information of the Authority's Authorized Users. State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to confidentiality and other obligations that may limit the right of the Authority and persons acting on its behalf to make use of the Services or to transmit certain information to third parties. The Authority represents and warrants that it will, at all times during the term of this Addendum and thereafter, comply with all laws that are directly or indirectly applicable to, or that may now or hereafter govern, the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Services Data. It shall be the Authority's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such applicable laws. The Authority, at all times during the Term of the Agreement and this Addendum and thereafter, shall be solely

responsible for obtaining and maintaining all legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Services Data transmitted, stored, or received in connection with the Services.

THE AUTHORITY ACKNOWLEDGES THAT PARADIGM WILL NOT ACCESS, RETRIEVE, STORE OR USE SERVICES DATA IN CONNECTION WITH THE AUTHORITY'S USE AND OPERATION OF THE SERVICES OR PARADIGM'S SERVICING, HOSTING OR MAINTENAINCE OF THE SAME. PARADIGM DISCLAIMS ANY OBLIGATIONS RELATED TO SERVICES DATA AND CONFIDENTIAL INFORMATION. PARADIGM HEREBY REPRESENTS AND WARRANTS THAT IT HAS NO REASON TO ACCESS OR USE SERVICES DATA AND CONFIDENTIAL INFORMATION AND THAT IT WILL NOT DO SO. PROVIDING PARADIGM REMAINS IN COMPLIANCE WITH THE FOREGOING, PARADIGM SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS BY THE AUTHORITY IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR THE AUTHORITY'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED BY IT PROVIDED THAT PARADIGM AND ITS EMPLOYEES DO NOT BREACH ANY OF THEIR OBLIGATIONS HEREUNDER OR ANY LAW RELATIVE TO THE PROTECTION AND USE OF THE SERVICES DATA AND CONFIDENTIAL INFORMATION.

13. **Equitable Relief.** The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

14. **Warranties and Disclaimers.** Subject to the limitations of this section and subject to such limitations as are expressly provided elsewhere in this Addendum, Paradigm represents and warrants that Paradigm has the legal right to perform the Services and provide Products to the Authority and its Authorized Users, either itself or through third parties and that it shall perform such Services and provide such Products in compliance with all applicable laws and the terms of this Addendum and the Agreement. Paradigm further represents and warrants to the Authority that the Services provided by Paradigm hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event the Authority believes Paradigm has breached the representations and warranties in the foregoing sentences, the Authority shall promptly notify Paradigm thereof including providing information necessary to allow Paradigm to examine the issue and to re-perform any Services containing reproducible errors. EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS LICENSE (INCLUDING THIS AND ALL OTHER ADDENDUMS AND EXHIBITS ATTACHED HERETO) THE SERVICES AND PRODUCTS ARE PROVIDED TO THE AUTHORITY ON AN AS IS," WITH ALL FAULTS BASIS. PARADIGM FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE AUTHORITY'S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. THE PARTIES ACKNOWLEDGE THAT NO OTHER WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, HAVE BEEN RESCINDED, WAIVED, OR DISCLAIMED. For the avoidance of doubt, Paradigm makes no warranties of any kind in regard to the services provided by any telephone company or other

telecommunications provider. Paradigm shall not be responsible for any failure of any telecommunications provider however constituted or described. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply.

15. **Exclusion of Damages**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR ENGAGEMENT HARDWARE, OR ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY PARADIGM OR ANY THIRD PARTY SOFTWARE SYSTEM PROVIDER. THE FOREGOING EXCLUSION SHALL APPLY WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply.

16. **Limitation of Liability.** EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES, TERMS AND CONDITONS AND COVENANTS SET FORTH HEREIN THIS AGREEMENT (INCLUDING ALL ADDENDUM AND EXHIBITS), AND FOR ANY CLAIMS BROUGHT UNDER SECTION 19 (PROPRIETARY RIGHTS) OF THE AGREEMENT AND SECTION 9 OF ADDENDUM A (INDEMNITY) FOR WHICH THERE WILL BE NO LIMITATION, THE AUTHORITY EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PARADIGM ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT THAT IS THE SUBJECT OF THIS ADDENDUM, THE SERVICES OR THE CREDIT CARD PLATFORM, PAYMENT TERMINALS OR THE GATEWAY OR ARISING OUT OF THE BREACH OF ANY WARRANTY PROVIDED BY PARADIGM, OR THE MANUFACTURER OF EQUIPMENT. IF, DESPITE THE OTHER TERMS OF THIS ADDENDUM OR ANYTHING IN THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED, PARADIGM HAS ANY LIABILITY TO THE AUTHORITY FOR ANY LOSS, HARM OR DAMAGE, THE PARTIES AGREE THAT PARADIGM'S LIABILITY TO THE AUTHORITY OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARM, OR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE AUTHORITY UNDER THE AGREEMENT AND ALL ADDENDUMS, AND RECEIVED BY PARADIGM SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR EXPENSES) PROVIDED PURSUANT TO THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREIN. THE AUTHORITY ACKNOWLEDGES THAT, ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, PARADIGM WOULD NOT PROVIDE THE SERVICES TO THE AUTHORITY.

17. **Indemnification.** Without limitation of any liability subject to any provisions set forth in this Agreement (including any Addendum or Exhibits attached hereto) to the contrary, Paradigm shall defend and hold harmless (without any limitation) the Authority, the Authorized Users, the Authority's customers and the Authority's Affiliates, officers, directors and employees from any claim that the use of the Services violates or infringes any third party's patent, copyright, trade secret or any other intellectual property rights. The Authority shall give Paradigm prompt notice of any such claim, shall cooperate fully with Paradigm in its defense of the claim, and Paradigm shall have sole control of the defense and settlement of any such claim. Should the Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, Paradigm's sole liability shall be, at its option, to procure the right to use Services free of such liability or to replace or modify the Services to be non-infringing. In the event that neither of the foregoing options is commercially reasonable in Paradigm's sole discretion, Paradigm shall have the right to terminate this Addendum without further obligation and shall return to the Authority any prepaid fees for Services not yet rendered. Paradigm shall have no obligation to defend or indemnify the Authority for any claim arising from the Authority's use of the Services inconsistent with its Documentation or in combination with any Software System not provided or approved by Paradigm.

18. **Term.** This Addendum shall be effective on the date hereof and shall continue for the length of the term of the Agreement (the "Initial Term") and shall continue thereafter for successive additional one-year terms (each a "Renewal Period" and together with the Initial Term, the "Term") unless either party hereto provide written notice to the other of its intent not to renew at least sixty (60) days prior to the end of the then-current Term. Notwithstanding anything to the contrary, the Term of this Addendum may be terminated independent of the Agreement to which this Addendum is attached, and in no event shall the term of this Addendum exceed the term of the Agreement.

19. **Intended Third Party Beneficiary.** Vendor shall be designated as an intended third-party beneficiary of the contractual rights of Paradigm herein and under the Agreement solely with respect to the Products and Services that are the subject of this Addendum.

SCHEDULE A

Qty	UM	Description	Unit Price	Extended Price
		Setup Fees (One-Time)		
10	EA	Gateway Account Setup Fee	$60.00	$600.00
23	EA	Terminal Setup Fee	$35.00	$805.00
Project Total:				**$1,405.00**

BUSINESS CONTACT INFORMATION

Corporate Name:	
DBA:	
Contact Name:	
Address:	
Phone:	
Email:	

SHIPPING INFORMATION

Corporate Name:	
DBA:	
Contact Name:	
Address:	
Phone:	
Email:	
Shipping Type:	Express Saver (included)

SCHEDULE B

Qty	UM	Description	Unit Price	Annual Service Charge
12	MO	23 Ingenico iPP320 (one for each attended scale and one for office) Note: 23 x $42.50 = lease price $977.50	$977.50	$11,730.00
12	MO	Gateway Account Monthly Fee (10 accounts per month – recurring fee)	$270.00	$3,240.00
12	MO	Gateway Terminal Monthly Fee (25 terminal per month – recurring fee)	$675.00	$8,100.00
12	MO	Gateway (23 Attended) Per Transaction Tier (>5,000 and up to 10,000 transactions per month)*	$900.00	$10,800.00
Annual Service Charge:				**$33,870.00**

* Gateway Per Transaction Tier: The Gateway Per Transaction Tier fee is calculated based on estimated annual credit card transactions. If the Authority's average exceeds 10,000 transactions per month for the term, the Authority will be moved to the next higher tier as shown in the table below for the following renewal term. A reconciliation will be performed on or around December 1, 2020 but no later than December 10, 2020, and thereafter, annually each December by the same date thereafter during the term to determine the tier for the following renewal term.

Description	Monthly Fees**	Annual Fees**
Gateway Per Transaction Tier (<1,000 transactions per month)	$153.00	$1,836.00
Gateway Per Transaction Tier (>1,000 and up to 3,000 transactions per month)	$405.00	$4,860.00
Gateway Per Transaction Tier (>3,000 and up to 5,000 transactions per month)	$630.00	$7,560.00
Gateway Per Transaction Tier (>5,000 and up to 10,000 transactions per month)	$900.00	$10,800.00
Gateway Per Transaction Tier (>10,000 and up to 12,500 transactions per month)	$1,350.00	$16,200.00
Gateway Per Transaction Tier (>12,500 and up to 15,000 transactions per month)	$1,800.00	$21,600.00
Gateway (Unattended) Per Transaction Tier (up to 5,000 transactions per terminal per month) (Additional $50 per refund (excludes refunds made via WebMIS))	$50.00	$600.00

**Fees are subject to change annually. Paradigm will provide the Authority with at least sixty (60) days' notice prior to the renewal term of any changes to the fees listed in the Current Gateway Services Fee Tiers table.

REQUEST FOR PROPOSAL

FOR

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM

RFP NO. 19-202/DL

OCTOBER 2018

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000

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PART I
GENERAL INFORMATION

1. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit formal written Proposals from experienced and qualified individuals, corporations, partnerships and other legal entities (PROPOSER) to provide Integrated Point of Sale System/Vehicle Scale Software Management and Accounts Receivable System for the Solid Waste Authority of Palm Beach County (AUTHORITY).

2. PRE-PROPOSAL CONFERENCE:

A. A Non-MANDATORY Pre-Proposal Conference will be held on THURSDAY, NOVEMBER 1, 2018 At 10:00am at 7501 North Jog Road, West Palm Beach, Florida 33412, open to all interested parties, at which time the AUTHORITY staff shall be present to answer questions and explain the intent of the RFP documents. ATTENDANCE IS STRONGLY ENCOURAGED.

B. Any conclusions reached at this conference, which amend the RFP documents, will be issued in the form of an Addendum.

3. BACKGROUND:

A. The AUTHORITY was established in 1975 by the Florida State Legislature under the Palm Beach County Solid Waste Act, Chapter 2001-331. The AUTHORITY is a dependent Special District governed by the seven elected County Commissioners of Palm Beach County, Florida. The governing board members are elected for terms as determined in the Solid Waste Act.

B. The AUTHORITY is the governmental agency responsible for providing an economical and environmentally conscious integrated Solid Waste Management System for Palm Beach County, Florida. With approximately 400 employees, the AUTHORITY provides solid waste disposal and recycling services and programs to the County's 1.4 million residents and businesses. The AUTHORITY also provides solid waste and recycling collection services to the residents and businesses in unincorporated Palm Beach County through private haulers under exclusive franchise agreements.

C. The AUTHORITY has built an award-winning integrated system of facilities that combines recycling, renewable energy and landfilling to effectively manage the county's waste. The AUTHORITY's system includes two waste-to-energy facilities, landfills, a materials recycling facility, a biosolids processing facility, seven household hazardous waste collection facilities and a network of six (6) transfer stations.

4. SELECTION PROCESS and EVALUATION:

The selection process will be conducted by the Selection Committee in accordance with, but not limited to the methods and criteria described in *Part IV – Proposal Evaluation and Award*.

5. PROCUREMENT SCHEDULE:

A summary schedule of the major activities associated with the AUTHORITY'S procurement process for this Project is presented in *Table 1 – Procurement Schedule*. The AUTHORITY, at its sole discretion, may modify the schedule as it deems appropriate. The AUTHORITY will notify of any changes in association with submittal dates by written Addenda in accordance with *Part I, Section 7 – Addenda*.

Table 1 - Procurement Schedule

No.	ACTIVITY	DATE
1	Issue RFP	October 19, 2018
2	Non-mandatory Pre-Proposal Conference	November 1, 2018
3	Last Date for Authority to Receive Questions on RFP	November 8, 2018
4	Last Date for Authority to Issue Addendum in Response to Questions	November 27, 2018
5	Proposal Submission Due Date	December 11, 2018
6	Selection Committee Meeting, *tentative date*	December 18, 2018
7	On-site Demonstrations/Oral Presentations, *tentative date*	Week of January 7, 2019

6. PROPOSAL SUBMISSION and WITHDRAWAL:

A. The AUTHORITY must receive one (1) original, so designated, one (1) CD and five (5) copies (total of six (6) no later than 2:00 P.M., Eastern Time, on the date established in *Part I, Section 5 – Procurement Schedule*, at the following address:

Diane LeRay, CPPO, CPPB, Procurement Manager, Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

B. The AUTHORITY cautions those submitting Proposals to assure actual delivery of mailed or hand-delivered Proposals directly to the AUTHORITY'S Purchasing Services office at 7501 North Jog Road in West Palm Beach, Florida, prior to the deadline set for receiving Proposals. If the Proposal is hand delivered, deposit it with the Purchasing Specialist in the Administration Building. Telephone confirmation of timely receipt of the Proposals may be made by calling (561) 640-4000 ext. 4527 before the deadline. All Proposals received after the established deadline will be rejected and returned unopened.

C. PROPOSER may withdraw their Proposal by notifying the AUTHORITY'S Purchasing Services office in writing at any time prior to the time set for the Proposals receipt deadline. PROPOSERS may withdraw their Proposals in person or through an authorized representative. Proposals, once opened, become the property of the AUTHORITY and will not be returned to the PROPOSERS.

7. COMMUNICATION PROTOCOL:

All questions and communications concerning this procurement process must be directed to Diane LeRay, CPPO, CPPB, Procurement Manager. All requests for clarifications or additional information must be submitted in writing via electronic mail to dleray@swa.org, or by facsimile to 561-640-3400. All questions shall be submitted no later than the date specified in *Table 1 – Procurement Schedule*. The AUTHORITY will record its responses to questions, if any and address them in the form of a written Addendum.

8. ADDENDA:

A. Should revisions to the RFP become necessary, the AUTHORITY will issue written Addenda. All Addenda must be acknowledged. This Acknowledgement must be included in Proposal Form 1 – Transmittal Letter. PROPOSER'S submittal may be rejected as non-responsive if PROPOSER has failed to submit Proposal without Addenda Acknowledgement.

B. All PROPOSERS should contact the AUTHORITY no more than five (5) calendar days before the due date for submitting Proposals to ascertain whether any Addenda have been issued. Failure of the PROPOSER

to make this inquiry could result in its Proposal being non-responsive in the event addenda were issued and not acknowledged by the PROPOSER in their submittal.

C. No Addenda will be issued later than five (5) calendar days prior to the due date for receipt of Proposals except an Addendum withdrawing the RFP or one that includes postponement of the date for receipt of Proposals.

9. RIGHTS of the AUTHORITY:

This RFP constitutes an invitation for submission of Proposals to the AUTHORITY. This RFP does not obligate the AUTHORITY to procure or contract for any of the scopes of services set forth in this RFP. The AUTHORITY reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP;
- To receive questions from potential PROPOSERS and to provide such answers in writing as it deems appropriate;
- To waive any informalities, technicalities or irregularities in the Proposals submitted;
- To reject any and all Proposal submissions;
- To change the date for receipt of Proposals or any deadlines and dates specified in the RFP;
- To change the procurement and/or selection process prior to receipt of Proposals;
- To conduct investigations with respect to the information provided by each PROPOSER and to request additional information (either in writing or in presentations and interviews) to support such PROPOSER'S responses and submittals;
- To visit facilities referenced in the PROPOSER'S submittal at any time or times during the procurement process;
- To seek clarification of Proposals from the PROPOSERS either in writing or in presentations and interviews, and;
- To cancel the RFP with or without the substitution of another RFP.

10. PROPOSAL PREPARATION COSTS:

The AUTHORITY accepts no liability for costs and expenses incurred by the PROPOSER in preparation and submission of Proposals and responses to clarifications from the AUTHORITY, potential site visits and interviews, negotiations, future RFP or any other work performed in connection with the Proposal. Each PROPOSER that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the AUTHORITY for the costs and expenses associated with the process. PROPOSER should prepare their submittal providing a straightforward and concise description of the PROPOSER'S ability to meet the requirements of the RFP. Unnecessarily elaborate brochures, art work, expensive paper, bindings, visual and other presentation materials, beyond that sufficient to present a complete and effective response to this RFP is not desired.

11. INTERPRETATIONS:

A. The AUTHORITY will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those given in written addenda. In no event shall PROPOSERS rely on any oral statement by the AUTHORITY, its staff, agents, advisors, or consultants.

B. Any PROPOSER that submits in its Proposal to the AUTHORITY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

12. NON – COLLUSION AFFIDAVIT:

The PROPOSER is required to submit Proposal Form 3 – Non-Collusion Affidavit stipulating Agreement to the following: "PROPOSER certifies that its Proposal is made without previous understanding, Agreement, or connection with any person, firm, or corporation making a Proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

13. PUBLIC ENTITY CRIMES:

Pursuant to Section 287.133(2)(a), as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, provider supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

14. PUBLIC RECORDS ACT/INFORMATION DISCLOSURE to THIRD PARTIES:

A. Sealed bids, proposals, SOQs, or replies received by the AUTHORITY pursuant to a competitive solicitation are exempt from s. 119.07(1) and s.24(a), Article I of the State Constitution until such time as the AUTHORITY provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, SOQs, or final replies, whichever is earlier. As such, the AUTHORITY shall not in any way be liable or responsible for the disclosure or result of disclosure of any submissions or portions thereof submitted in response to the RFP.

B. The law provides for certain exclusions to disclosure. If the PROPOSER believes that some information contained in their Proposals is exempt from disclosure, the PROPOSER is instructed to label such information as confidential, specify the pertinent section of the public record law that justifies nondisclosure, and request in writing the AUTHORITY keep such information confidential and free from disclosure. The AUTHORITY reserves the right to make any final determination of the applicability of the public records law. In addition, all Proposals received by the submission date will become the property of the AUTHORITY and will not be returned.

C. Oral presentations, meetings where PROPOSER(S) is/are answering questions, negotiations, and AUTHORITY meetings to discuss negotiation strategy are exempt from public access.

15. POSTING of RECOMMENDATION for AWARD:

A. Recommendation for Award will be posted on the date of the Selection Committee meeting for a period of five (5) calendar days. Failure to file a protest to the Director of Purchasing Services within the time prescribed, as more fully detailed in the AUTHORITY'S Purchasing Manual, Section 10, shall constitute a waiver of proceedings.

B. It is the PROPOSER'S sole responsibility to ascertain the time and date of posting of the Recommendation for Award. This may be accomplished by telephone, fax, e-mail, or other means deemed timely by the PROPOSER.

16. INSURANCE:

The awarded PROPOSER(S) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached Sample Agreement, Attachment A. In the event the PROPOSER(S) is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the PROPOSER(S) insurance coverage, policies or capabilities may be grounds for rejection of the proposal(s) and rescission of any ensuing agreement(s).

17. CONE of SILENCE:

A. PROPOSERS are advised that a Cone of Silence prohibits any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between PROPOSERS or any person representing the PROPOSERS and any member of the Solid Waste Authority Governing Board, their staff, any AUTHORITY employee authorized to act on behalf of the AUTHORITY to award the contract under this response, or any member of the selection committee authorized to evaluate the response.

B. The Cone of Silence shall be in effect as of the deadline to submit response even if response is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this RFP. The Cone of Silence shall remain in effect until the Governing Board, or AUTHORITY staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all responses or otherwise takes action which ends the solicitation process.

C. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between AUTHORITY employees and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any AUTHORITY employee, or any written correspondence at any time with any AUTHORITY employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

D. The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

18. AGREEMENTS with other GOVERNMENTAL ENTITIES:

All PROPOSERS submitting a response to this RFP agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP, should the successful PROPOSER deem it in the best interest of their business to do so. The Agreement(s) resulting from this RFP in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation for any or all items specified in this RFP.

19. SCRUTINIZED COMPANIES:

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

B. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

20. INSPECTOR GENERAL:

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This Agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. COMMERCIAL NONDISCRIMINATION POLICY:

It is the policy of the AUTHORITY not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.

22. THIRD PARTY BENEFICIARY DISCLAIMER:

It is not the intention of these RFP documents to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful Proposer, and no language in these RFP documents or the contract awarded pursuant to this RFP should be construed or interpreted as creating a third party beneficiary.

23. EQUAL BUSINESS OPPORTUNITY PROGRAM:

A. The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an

equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section 6 of the Purchasing Manual, as incorporated herein. In addition, program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

B. Each solicitation will be evaluated to determine the appropriate Affirmative Procurement Initiatives (API) Program which will be outlined in detail in Part III "Proposal Submission Requirements" of this solicitation. Failure to meet the API requirement will deem the PROPOSER'S response as non-responsive.

C. CONSULTANT / VENDOR WAIVER REQUEST:

1. If a PROPOSER is unable to comply with the API requirements of this solicitation, PROPOSER shall submit a request for a waiver or partial waiver at the time the Proposal is due. The waiver request shall include specified documentation which demonstrates a Good Faith Effort (as defined in the Purchasing Manual, as incorporated herein) to comply with the requirements as described under the selected APIs. PROPOSER shall use Proposal Form 7 for this waiver request that shall constitute part of your bid and the bid evaluation and selection process:

2. Post-Award Vendor Subcontracting Waiver Request – (See EXHIBIT "I", herein)

   If, after award of a contract, the consultant is unable to meet the participation requirements for SBEs specified at response submittal, the consultant must seek substitute or additional SBEs to fulfill the requirements; the requested substitution must be approved by the Coordinator of the EBO Office or designee and the Originating Department Director or designee. If, after reasonable Good Faith Efforts, the consultant is unable to find an acceptable substitute or additional SBE, a post-award waiver may be requested. The request shall document the reasons for the consultant's inability to meet the goal requirement. In the event the consultant is found to have performed Good Faith Effort in its attempt to find a suitable substitute or additional SBE for the initial SBE proposed utilization; the contract may, in the AUTHORITY's sole discretion, be terminated for material breach. If requesting a post-award vendor subcontracting waiver, the vendor must request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form. Documentation and supporting evidence of all good faith efforts made to comply with the subcontracting goal must be submitted.

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PART II
STATEMENT OF WORK

2.1 INTRODUCTION AND BACKGROUND INFORMATION:

1. The Solid Waste Authority (AUTHORITY) is the agency responsible for providing an integrated solid waste management system for Palm Beach County, Florida. Palm Beach County is located in southeastern Florida and has a population over 1.4 million residents. Additional information regarding the AUTHORITY is available on our website at www.swa.org.

2. The AUTHORITY is seeking a commercial off-the-shelf software system designed for solid waste management scale operations, waste materials accounting and reporting, point of sale (POS), and customer accounts receivable billing activities for an existing system of weigh scale sites located throughout Palm Beach County. The Scale Software Management System (SSMS) and POS should be fully integrated to the customer Accounts Receivable system. PROPOSERS should provide a detailed submission that clearly describes the PROPOSER's ability to meet the requirements as specified in the RFP as a minimum, and provide any additional information that the PROPOSER considers important to the AUTHORITY in evaluating their Proposed System.

3. The AUTHORITY accepts and processes all of the solid waste and recyclables generated in the County through six (6) transfer stations, two (2) renewable energy facilities (REF), a Recovered Materials Processing Facility (RMPF), a Biosolids Processing Facility (BPF), and a landfill. This material, in excess of 5.8 million tons per year, enters the system through any one of nine (9) scale facilities. Approximately 70% of the materials first enters the AUTHORITY's system through one of the AUTHORITY's transfer stations prior to delivery to the landfill, one of the REF's, the RMPF, and BPF or to a location outside the system.

4. A map of the AUTHORITY's facilities is provided in EXHIBIT "A". A list of facilities including the number of attended and unattended scales at each facility is included in EXHIBIT "C". A list of facilities including the model information of the digital weight indicators currently in use, is included in EXHIBIT "D". The SSMS must integrate with these load cells and weighing terminal outputs and automatically read the input from the hardware into the SSMS.

5. The AUTHORITY utilizes a customized Waste Information Management System (WIMS) to manage waste receipts and billing. Transactions are processed based on waste type and associated unit of measure which is usually pounds. The unit of measure can also be "each" or cubic yard (typically only used when the scales are down). A list of current AUTHORITY tipping fees by waste type and other criteria is included in EXHIBIT "B".

6. ACRONYMS:

ACROYNMS	DEFINITIONS
API	Application Programming Interface
AR	Accounts Receivable
BPF	Biosolids Processing Facility
CSI	Commodity Sales and Invoicing
NFS	Network File System

POS	Point of Sale
REF	Renewable Energy Facility
RF	Radio Frequency
RFID	Radio Frequency Identification
RFP	Request for Proposal
RMPF	Recovered Materials Processing Facility
SSMS	Scale Software Management System
UVSS	Unattended Vehicle Scale Systems
WIMS	Waste Information Management System

A. CURRENT OPERATING PRACTICES:

1) During normal operating hours, the AUTHORITY's scale houses are attended by Weighmasters who process inbound and outbound transactions. Because the AUTHORITY's transfer stations haul a considerable amount of waste and recyclables outside of normal operating hours and in an effort to reduce the burden on our Weighmasters during operating hours, the AUTHORITY installed Unattended Vehicle Scale Systems (UVSS) at the landfill, the REF's and all transfer stations (with the exception of the Belle Glade Transfer Station); the unattended scales are utilized by the AUTHORITY's truck drivers for waste between AUTHORITY facilities and also third-party haulers for the REF's. Locations of attended and unattended scales are included in EXHIBIT "C".

2) Transfer Station Operating Practices: Customers enter the facility and weigh in at the incoming scale(s). The Central County Transfer Station and South West County Transfer Station have two (2) incoming scale houses. All other transfer station facilities have one (1). At the South West County Transfer Station, one of the scales is bi-directional; it can be operated to process incoming and outgoing loads. After the truck weighs in, a transaction ticket is generated and handed to the customer; the customer proceeds to the transfer station building and deposits their load of solid waste, vegetation or recyclables on the tipping floor. Customers with AUTHORITY accounts have established tare weights for their trucks so that a net weight can be calculated at weigh-in; these customers exit the facility after unloading. Customers with no established accounts pay a deposit at weigh-in and settle up when they weigh out at the outgoing scale house and the truck's tare weight is determined. A transaction ticket is generated and handed to the customer.

   On the tipping floor, an Operator in a wheeled front-end loader pushes the segregated material into the bed of an AUTHORITY trailer located in the pit below. When the trailer is full, the AUTHORITY driver proceeds to the Unattended Vehicle Scale System (UVSS) (except for the Belle Glade Transfer Station where the driver proceeds to the outgoing scale) to weigh out. The AUTHORITY's tractors and trailers are equipped with Radio Frequency (RF) transponders that enable the UVSS to identify the tractor and trailer and access the tare weight. If the weight exceeds the legal limit (80,000 pounds/configurable) or is underweight, the driver returns to the facility to have material removed or added. Our UVSS systems are programmed to not allow the outbound transaction to be completed if the vehicle is overweight. Otherwise, the truck driver enters certain data including the driver ID, waste type, destination and other AUTHORITY-specific data which is validated by WIMS; if valid, a ticket is printed. The ticket also includes a barcode of the transaction number. The driver takes the ticket and proceeds to the AUTHORITY's landfill, one of two REF plants, the Recovered Materials Processing Facility (RMPF) or out of the system.

3) Landfill Operating Practices: Customers/AUTHORITY drivers enter the facility and weigh in at one (1) of two (2) incoming scale houses or the UVSS. They proceed to the landfill, the customer convenience area, the vegetation area, the BPF, or the ferrous metals area depending on the type of material to be disposed. Each of these locations is assigned a destination sector for tracking purposes. Customers with AUTHORITY accounts have established tare weights for their trucks so that a net weight can be calculated at weigh-in; these customers exit the facility after unloading. Customers with no established accounts weigh out at one of the two (2) outgoing scale houses to determine the truck's tare weight; a transaction ticket is generated and handed to the customer.

   AUTHORITY and REF Operator's drivers bypass the scale houses and weigh in at the UVSS. The process is similar to that described above with the exception that there is an arm gate controlling access to the UVSS that is controlled by the RF tags attached to the vehicles.

4) Renewable Energy Facility (REF) Operating Practices: Customers enter the REF campus and weigh in at one (1) of the two (2) incoming scale houses. They proceed to either REF #1 or REF #2 based on the waste type or facility status. At the entrance of REF #1 and REF #2 is a barcode system. Customers are prompted to scan the barcode printed on the ticket they received from the scale house which is then validated by WIMS to ensure that the driver is at the correct facility. This functionality is desired, but not required. For AUTHORITY drivers and the REF Operator's drivers, the RF transponder mounted on their trucks is scanned by an RF reader on the approach to the respective REF and sent to WIMS to determine the associated transaction ticket number. For both customers and AUTHORITY drivers, if the ticket number is valid, the gate is opened and the transaction is updated to indicate arrival confirmation and logging of the duration of the visit at REF #1 or REF#2. If the ticket number is invalid or an unacceptable load arrives at REF #1, an appropriate message displays on a message board for the driver to take action which may include returning to the scale house to update the transaction information or directing the driver to the proper REF. If the destination on the ticket is different from the current location, the system updates the destination sector of the transaction record automatically to reflect the current destination. This functionality is desired, but not required.

5) Biosolids Processing Facility (BPF) Operating Practices: The BPF customers use the scales at the landfill. Once they receive a ticket they exit the landfill and proceed to the BPF. Trucks with no AUTHORITY-issued decals must return to the landfill scale house so that a net weight can be calculated. An updated transaction ticket is generated and handed to the customer.

   The AUTHORITY has developed for the BPF partners (local wastewater utilities) the BPF Application. This application enables the BPF partners from any system with a browser to communicate their planned daily delivery schedules, view daily and historical deliveries (from WIMS) and export selected data to EXCEL. A dashboard showing the planned daily delivery schedules can be viewed by all partners, the BPF Operator and certain AUTHORITY staff. The BPF application was developed in-house, and integrates to the WIMS database. The ability to provide similar functionality or to pass data to this or similar applications with the SSMS is desirable, but not required.

6) Recovered Materials Processing Facility (RMPF) Operating Practices: The AUTHORITY receives recyclable materials from residential and commercial locations. These materials are

sorted, baled and sold. The AUTHORITY's Marketing Manager arranges sales contracts with commodity brokers to purchase the materials from the RMPF for domestic mills or for exports. Haulers are then sent to the RMPF facility on behalf of the buyers to collect and transport the materials to their destinations. The Commodity Sales and Invoicing (CSI) system was developed in-house to streamline processing by integrating these sales transactions with WIMS. Previously, the AUTHORITY used MAS 90 (currently Sage 100). Specifically, the WIMS system passes the weight and transaction number to CSI. The ability to provide a fully integrated software solution with similar functionality, either as a module of the Proposed System or a compatible third-party application or to pass data to CSI or similar applications from the SSMS is desirable.

Customers enter the facility and weigh in at the scale house. There is one (1) scale at this location that processes both incoming and outgoing traffic. Incoming trucks arrive empty (in the case of out-bound loads) or full (in the case of inbound deliveries). For customers picking up a load, two (2) documents are created – a WIMS transaction ticket and Pick ticket. The Pick Ticket authorizes the customer to pick up a pre-determined load referenced in the Sales Order created by the Marketing Manager. After loading, the customer weighs out; a Bill of Lading is printed and given to the driver. For customers and AUTHORITY drivers dropping off loads, the drivers weigh in at the scale house. They then proceed to the tipping floor and unload. Customers with AUTHORITY accounts have established tare weights for their trucks so that a net weight can be calculated at weigh in; these customers exit the facility after unloading. Customers with no established accounts weigh out to determine the truck's tare weight. A transaction ticket is generated and handed to the customer.

7) Accounts Receivable: The Billing and Accounts Receivable functions are fully integrated to scale house operations. The Accounts Receivable module includes the capability to manually re-enter scale transactions when necessary; maintain customer deposits and cash-due payments; support tables for both customer Accounts/Receivable (A/R) and scale transaction processing; facilitate financial reporting, operations reporting and accounts receivable functions. Scale receipts processing functions include daily journals for transactions received from each site which are combined to constitute the entire day's transactions. This includes functionality and reports for daily receipts edit, daily journalized receipts, non-revenue transactions, daily charges edit and daily journalized charges (posted to A/R). The system also provides other "vanilla" Accounts Receivable functions including but not limited to, finance charges, open items reporting, aged open items reporting, closed items, payment functions, adjustment functions, monthly statements; reference table maintenance (e.g., customer accounts), tipping fee table, truck and trailer unit table, site table, Weighmaster/accounting, employee identification number, waste origin and destination sector table and so on.

B. CURRENT SYSTEM (WIMS): This overview of the existing system is intended solely to inform the PROPOSER of the AUTHORITY's current system. Unless otherwise specified, the PROPOSER's solution need not be compatible with the AUTHORITY's current system or processes.

1) Overview: The AUTHORITY utilizes a customized Waste Information Management System (WIMS) which was developed by a third-party and internal staff. There are two (2) main modules to the WIMS. The Central module is a "vanilla" Billing and Accounts Receivable application with added functionality to maintain reference files required to process transactions at the sites. Inputs to the Central module are the scale transactions. Outputs are waste tracking and auditing reports, Accounts Receivable reports and monthly statements.

The Remote module at each of our facilities captures information necessary to track waste entering the system, leaving the system, transferred between our facilities and transferred within our facilities. It allows multiple methods of payment such as cash, check, or charge to an established account. Input to the Remote module is captured to generate scale tickets which includes vehicle identification number, customer number, gross and tare weights, origin of waste, destination of waste and waste type. Most of this information is entered manually by the Weighmaster or, in the case of the UVSS, by the driver. For check or cash paying customers additional input is required: check number if paying by check and deposit amount if paying by cash. For AUTHORITY trucks, input specific to the AUTHORITY is required, for example Driver ID.

The UVSS is integrated to the WIMS. The unattended system captures all of the data necessary to complete a transaction through a combination of RF tag/reader and minimal driver entry and transmits the collected data to the WIMS for validation to complete the transaction.

2) System Environment: The Accounts Receivable (Central) module runs on the host HP Pro Liant DL 580 G8 server which is located at the Administration office and the Remote Facility (Remote) module runs on individual HP Pro Liant ML350 G5 servers at nine remote facilities. The Remote module is identical at each site and runs independently by design; if the Central server fails or one Remote site goes off-line for any reason, the other sites are not impacted. <u>The ability of the remote modules to function independently if necessary is a requirement for the Proposed System.</u>

   The current Central server operating system environment is Red Hat Enterprise Linux and Windows 7 for the client environment. The Central application software is written in Four J's Genero and the database software is IBM Informix Dynamic Server. The Remote server operating system environment is SCO Open Server with dumb terminals for the client environment. The Remote application software is written in IBM Informix-4GL (RDS) and C (scale reading interface). The database software is IBM Informix Standard Engine.

3) Client Server Environment: The WIMS servers are distributed across the AUTHORITY's local and remote facilities via campus fiber and Metro Ethernet circuits. The campus fiber LAN connects the Administration office, REF Scale House, Landfill Scale House and Recovered Materials Processing Facility Scale House, while the Metro Ethernet circuits connect the North County, West Central, Central County, West County, South West County and South County facilities using site specific logical IP subnets. All systems and associated peripherals are IP addressed nodes on the corporate network.

4) Central-Remote Interface: WIMS transactional and other customer information is shared between the remote locations and central administration through a polling process that occurs every three (3) to fifteen (15) minutes. Each site is polled for scale transactions as of the last "poll" time and for changes to reference tables. All updated items from the sites are inserted into their respective tables at Central, namely the transaction, customer, truck and associated (trailer and roll-off containers) decal tables. Then all received remote site "updates" and updated items done at Central since the last polled time are collectively sent to all sites where the respective "remote" tables are updated accordingly. The polling job stream is achieved through Network File System (NFS) mounted between the Central and Remote servers.

5) Unattended Vehicle Scale System (UVSS): The UVSS uses Transcore models AT5110 and AT5910 radio frequency transponders attached to the AUTHORITY's tractors and trailers and a SMART PASS (Transcore models AI1620/LO T 20 H and E4/05530-01) transponder/reader from Amtech Systems Division, Dallas Texas to identify the tractor and trailer. Additional data is entered by the driver. This description of the UVSS is provided solely for informational purposes. PROPOSER's proposal need not be compatible with the current UVSS.

6) Existing Hardware and Operating System: In order to be compatible (not a requirement) with the AUTHORITY's existing hardware, the Proposed System would operate on the HP Pro Liant DL 580 G8 or later model server with the following specifications:
   - Two (2) 10-Core Intel® Xeon® Processors E7-4830v2 (2.2GHz, 20MB Cache, 105W)
   - Four HP Memory Boards
   - Eight 64-GB HP 8GB 1Rx4 PC3-14900R-13
   - Embedded P830i (SAS Array Controller)
   - 2GB FBWC for P-Series Smart Array

   In order to be compatible with the existing operating system (preferred, but not required), the Proposed System would comply with the following technical requirements:
   - Server OS: Windows Server 2012 R2 (or higher version) or Red Hat Enterprise Linux (preferred);
   - Client OS: Windows 7 64-bit (preferred, but not required).

   In order to be compatible with AUTHORITY's technical requirements and access requirements, the Proposed System would comply with the following technical requirements:
   - Windows Active Directory integration for permission;
   - Database: MS SQL Server 2012 or higher version (preferred, but not required).

   In the event the PROPOSER's system is not compatible with the above; PROPOSER shall clearly identify so in their Proposal and clearly identify its hardware and operating system requirements.

7) Associated System (CSI): The AUTHORITY operates a Recovered Materials Processing Facility (RMPF) that receives, sorts and prepares for market; residential and commercial recovered materials ("recyclables") including cardboard, paper, glass, plastic, aluminum and other products. The AUTHORITY markets these materials based on either market indices or monthly bid prices. As stated above, the AUTHORITY has developed an in-house application (CSI) that interfaces with WIMS to manage these sales. The SSMS should have an Application Programming Interface (API) that passes transaction details to include, at a minimum, the tare weight and gross weight for a given transaction number. The CSI system environment is identical to the Central WIMS system environment.

2.2 SCOPE OF WORK

A. Implementation Services: The AUTHORITY requires a "state of the art" vehicle weigh scale management system to include a point of sale system that will have the demonstrated ability to allow integration into a single Billing and Accounts Receivable system and will allow sharing of information (in real time where possible) between the various outlying facilities and the AUTHORITY's Administration office. The scale software management system (SSMS) must be user friendly for

Weighmasters while having flexibility for system administrators to configure the system and generate custom reports either on site or remotely. The SSMS will not require extensive custom development and maintenance. The system must comply with U.S. weights and measures laws, regulations, and standards and all audit standards.

1) Hardware, Software and Peripherals: The successful PROPOSER shall provide all software, labor and support necessary for the successful design, delivery, installation, implementation, testing, training, cutover, operation, maintenance and support of its Proposed System at the AUTHORITY's six (6) transfer stations, the landfill, the renewable energy facility site, and the RMPF, as well as the AUTHORITY's central administrative office. The successful PROPOSER shall also provide unattended devices to replace the AUTHORITY's current UVSS devices at all identified locations. These devices shall be fully integrated into the SSMS. With the exception of the unattended devices, it is the AUTHORITY's expectation that the AUTHORITY will provide all other hardware (servers, cash drawers, peripherals, etc.), however the AUTHORITY will reserve the right to purchase some or all of the hardware from the PROPOSER if mutually agreeable. The successful PROPOSER shall provide specifications for and/or identify all hardware required for the successful completion of the project and specifically identify which hardware, if any, must be purchased from the PROPOSER and include such hardware and pricing on the Price Proposal Form (Proposal Form 2).

2) Labor and Materials: The successful PROPOSER shall provide all labor and materials necessary to furnish and install the SSMS and UVSS systems at the locations included in EXHIBIT "C".

3) Maintenance and Service: The successful PROPOSER shall provide training as specified in the detailed requirements presented herein to allow system users to become fully functional with the SSMS. The successful PROPOSER shall also provide system support and upgrades as new versions of the SSMS become available. The successful Firm must possess the ability to provide the following maintenance and service requirements for the system:
    - Provide on-site instruction, training, and training manuals for all potential users of the system to the satisfaction of the AUTHORITY.
    - Provide for diagnostic testing of the system from an off-site location.
    - Provide service for both hardware and software on a 24-hour per day basis. Service response by telephone must be within thirty (30) minutes.
    - Provide a minimum of two (2) operating manuals for software and cash drawer.

4) Interoperability with the AUTHORITY Hardware/Network Infrastructure: The successful PROPOSER shall be responsible for the successful interoperability between the delivered SSMS and the AUTHORITY's hardware/network infrastructure (See Section 1 – Introduction and Background Information, Current System (WIMS) above for the System Environment, Client Server Environment, Central-Remote Interface, Unattended Scale System (UVSS), and Existing Hardware and Operating System Environment). In the event there is a conflict between the proposed SSMS and the AUTHORITY's existing infrastructure as described above. PROPOSER shall clearly identify said conflict and identify its alternative requirements in sufficient detail to enable the AUTHORITY to evaluate the technological and cost impacts of the alternative requirements.

5) Miscellaneous: In addition to the above, the Scope of Services shall include:

- Detail design documentation, furnishing, installation, configuration and acceptance testing of the new systems.
- Timely delivery of the systems as specified and in accordance with the performance schedule.
- Liquidated damages of $250 per day for late delivery.
- Training in the operation and maintenance of the system conducted in West Palm Beach, Florida for approximately 30 people which includes Weighmasters and truck drivers.
- Five years of licensing, upgrades, maintenance and technical support.
- Operation and maintenance documentation/manuals for all software and hardware for five (5) years.
- Any software, hardware, training or documentation not specifically mentioned but essential to the proper maintenance and functioning of the delivered systems.

The requirements herein are considered minimal. PROPOSERS are encouraged to offer Proposals that exceed these requirements. The AUTHORITY seeks improved processes and minimal burden on its own resources.

B. Principal Requirements: The following are the principal requirements for the Proposed System. Detailed requirements are presented in the following sections.

1) Hardware Compatibility: The Proposed SSMS must be compatible with the AUTHORITY's existing scale equipment and indicators at a minimum. It is preferred, but not required, that the SSMS be compatible with the WIMS Central servers (HP Pro Liant DL 580 G8). PROPOSER shall clearly address compatibility with the existing servers and the AUTHORITY's network in its Proposal. The SSMS shall support a number of input and output devices, and traffic control devices, including control gates, loop detectors, video recorders, and RFID readers common in the waste industry. The AUTHORITY is also interested in the ability to support wired and wireless modems and/or routers for communication when phone lines are down as well as the ability for Weighmasters to operate the scale SSMS, accept payment and generate weigh tickets with hand held devices outside the scale house. The SMSS should also support input and output devices that function on off-grid power sources such as solar and diesel-powered supplies.

2) Software Compatibility: The SSMS must be compatible with and support and control industry standard off-the-shelf peripherals such as printers, scanners, scale indicators, point-of-sale registers, credit card machines and signature capture tablets. The SSMS must also be able to migrate at least six (6) years of the AUTHORITY's existing data. The AUTHORITY currently uses IBM Cognos Impromptu to analyze WIMS data and produce custom reports. The AUTHORITY currently plans to upgrade to IBM Cognos Business Intelligence. Compatibility with IBM Cognos Business Intelligence is desired but not required. The ability to provide and support a Cognos Catalog is a plus but not required.

3) Remote Operation: The SSMS systems at the outlying facilities must be able to run independently when necessary if, for example, communication with Central is down. The remote systems, including the unattended devices, must be able to capture transaction information from the outlying facilities and update a central database in real-time or near real-time. The remote systems must be able to be updated by the central system in real-time or near real-time.

4) Central Operations and Administrative Capabilities: The SSMS must provide a fully integrated Accounts Receivable and Billing capability. Several desired features include:
    - The ability for customers to view their account status online;
    - The ability for customers to pay their bills, including balances due, online;
    - The ability to send invoices electronically

    The SSMS must have the ability to provide office staff to adequately maintain the customer tables, truck tables, associated (trailers and roll-offs) tables and tipping fee tables necessary to manage the business. The system should also provide ease of administration and the ability to add or change user-defined fields and the labels associated with such fields. The system should provide full flexibility to accomplish the following:
    - Add or change Waste Types and Rates and to establish start and end dates for Waste Types and Rates;
    - Add or change tipping fee rates;
    - Add, maintain and update vehicle, trailer and container information, such as license plate numbers, tare weights, decal numbers, etc.;
    - Maintain customer account information;
    - Add or change special fees, such as Unsecured Load or Special Service charges.
    - Manage "contract pricing", including the ability to set limits by date range and/or volume;

5) Scale House Operations: The SSMS must provide a user-friendly and efficient interface for the Weighmaster with a minimum number of keystrokes or touch screen entries. The system should provide features to ensure the validity of the data entered into the system by the Weighmaster by preventing the input of invalid data. In an effort to eliminate the need to retain copies of paper tickets, the AUTHORITY desires the ability for Weighmasters to include comments if necessary and to store those comments with the transaction record. The system should include features to reduce Weighmaster manual entry such as:
    - Automate input of weights from the scale;
    - Automate input of vehicle identifiers by use of transponder, barcode, or other technology;
    - Automate input of tare or gross weights;
    - Automate calculation of fees, balance due on deposit, etc.;
    - Automate application of customer's contract pricing, if applicable;
    - Send scale house tickets electronically or in batch;
    - Handle tandem vehicles (interchangeable tractors and trailers) and capture both tractor and trailer identification;
    - Provide alerts on accounts that are in arrears or have been cancelled (e.g., customer cut off from using AUTHORITY facilities) pending payment or are on a cash only basis;
    - Ability for the Weighmaster to recapture the weight.

    Additional desired features include:
    - Allow weigh scale weights to interface and be visible on the scale camera and reviewable on the recording device;
    - View customer balance due at the scale house (preferably in real time);
    - Automate input of photos of the vehicle;
    - Provide compatibility with the AUTHORITY's existing security camera system;
    - Provide separate outside LED display for customer viewing;

- Scan and store documents with the transaction record.

6) Manage and Track the Flow of Materials: The SSMS must provide the capability to track and manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system. The following capabilities are important to the AUTHORITY:
    - Incorporate "direction" codes and record them with every transaction. The AUTHORITY codes each transaction as either inbound (I), outbound (O), transfer out (G) or transfer in (C). This enables the AUTHORITY to use one waste code for Garbage (GR), instead of multiple waste codes depending on which direction the material is going. The system should use logic or preset defaults to record some of this data. The ability to differentiate between incoming and outgoing loads is essential.
    - Incorporate "origination" and "destination" codes and record them with every transaction. Each of our sites has an identifying number, for example Central County Transfer Station is Site "06". Within some of those sites are multiple destinations, for example the Class 1 landfill serviced by the landfill scale house (Site 08) is designated Destination 81.
    - Restrict allowable waste types and origination/destination sectors by site is desired as a means to prevent data entry errors (the ability to turn off certain waste types by site).
    - Restrict allowable sector destinations by waste code and site is desired as a means to prevent data entry errors.

7) Transaction Types: The SSMS must handle Cash, Debit, or Credit Card (including swipe and chip cards), Check and Account transactions and be compatible with industry standard peripherals necessary to facilitate these transactions. The system must accommodate charges by weight (pound or ton), by yard, by "each", "minimum charges" ($2.00 minimum) and special surcharges (e.g. $10 unsecured load; $500 witness destruction; special handling).

8) Weigh Tickets: The SSMS must print customizable weigh tickets including but not limited to the following information and capabilities:
    - Transaction date, weigh in, and weigh out times (24-hour clock);
    - Customer name and bill-to-account number;
    - Transaction information including transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee;
    - Comments from the Weighmaster such as "You Must Weigh Out".
    - Driver signature line or electronic driver signature;
    - Print configurable scale ticket containing all industry standard information;
    - Default statement to print under the signature, e.g.; "Driver certifies that load is clean vegetation."
    - Print tickets on either preprinted forms or standard-sized paper;
    - Store an electronic image of the scale ticket to eliminate the need to retain paper copies;
    - Incorporate an electronic driver signature;
    - Print customizable messages on scale tickets.
    - Print multiple copies of scale tickets on demand at the scale house.
    - Print multiple copies of scale tickets on demand at the Administration office

9) Security Features: Maintaining security of the AUTHORITY's data and assets is essential. The following capabilities should be included:
    - Weighmaster log on/log off password security;
    - Windows Active Directory integration for permission;
    - Secure encryption of all monetary and financial transactions, including compliance with the Payment Card Industry Data Security Standard for credit card transactions;
    - Scale monitoring to ensure that all vehicles have a completed transaction, for example by logging "roll-throughs";
    - Capture pictures of the truck and driver from various angles and store the photos with the transaction record is desired but not required.

10) Reporting Capabilities: The SSMS must provide robust reporting capabilities, including the ability to produce both standard and custom reports. As previously stated, compatibility with the IBM Cognos Business Intelligence is also desired, but not required, as it is the AUTHORITY's adopted data analysis and reporting tool. Specific capabilities include:
    - The scheduling, production and formatting of reports;
    - User-friendly, customizable reporting using standard desktop software or web-based tools;
    - The ability to export data to Microsoft Office programs.

11) UNATTENDED VEHICLE SCALE SYSTEM REPLACEMENT: The AUTHORITY desires the replacement of its existing UVSS systems with systems fully compatible with the PROPOSER's scale software management system and suitable for the environment in which they will operate. Unless otherwise indicated, the PROPOSER shall be required to install their devices on the AUTHORITY's existing foundations. The AUTHORITY shall be responsible for providing all essential cabling, power and necessary infrastructure improvements. The following are the principal requirements for the unattended devices to be provided by the PROPOSER:
    - Compatibility with the AUTHORITY's existing and proposed scale equipment and indicators;
    - Compatibility with the Proposed System;
    - Safely and conveniently accessible to the drivers;
    - Process transactions with no Weighmaster intervention;
    - Manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system;
    - Capture transaction information using radio frequency tags, remote optical scanners, keypads or other similar technology;
    - Handle tandem vehicles (tractor trailers) and capture both tractor and trailer identification;
    - Capture a minimum of 10 fields of data using customizable prompts to facilitate proper data input from the driver/Weighmaster using a keypad or other similar technology;
    - Provide ease of administration and the ability to add or change user-defined fields including labels associated with such fields;
    - Display a viewing screen that is visible in all levels of light from darkness to bright sunlight;
    - Function in a harsh environment which includes but is not limited to sun, wind, rain, lightning, heat, cold, dust, grease, grime, vehicle exhaust and repetitive use estimated at a minimum of 20,000 transactions per year per system.

- Provide appropriate integrated traffic control devices including stoplight indicators and/or gates.
- Operate each UVSS (free-standing units) independently of other scales.
- Signal the driver to pull onto the unattended weigh scale using a stop light indicator.
- The potential to accept payment as a future enhancement is desired, but not required.

The current unattended scale systems installed at the scale houses listed in EXHIBIT "C" are free-standing units. PROPOSERS should note that based upon the current design, when fully on the scale, a tractor trailer driver may not be able to open the door sufficiently to fully exit the vehicle at the scale house.

12) Optional Recyclable Commodity Sales and Billing System to Replace CSI: The AUTHORITY seeks a Sales Order and integrated Billing solution to create documents such as sales orders, pick tickets, bills of lading, invoices and commodity customer statements. The proposed solution should be fully compatible with the proposed SSMS. The following are the principal requirements for the Sales Order solution to be provided by the PROPOSER:

i. Sales Order Process: The ability to categorize sales in three (3) ways.
Long Term Contracts:
- Generally 5 year term with renewals;
- May have floor or ceiling prices;
- Price plus or price as percentage of industry price index known as "Yellow Sheet";
- May have retro pricing for loads picked up before price is published and may have loads picked up after end of month for previous pricing;

Monthly spot markets:
- Price effective date is set to the first of the month;
- No retro pricing, but load may not be picked up during the same month as pricing;

Ad Hoc Sales:
- Excess material that is sold for a price that is different than either the contract or spot price.

ii. The following information is needed to create a sales order:
- Expected Ship (Pickup) date;
- Buyer's release number (optional);
- Buyer's purchase order number (optional);
- Shipper's name;
- Destination mill name (commodity may be for export overseas);
- Price may or may not be known at the time the sales order is created. Pricing will be determined by commodity codes which are more specific than the tipping waste codes.

13) RMPF Field Process: The Sales Order system should integrate to the SSMS. The system should include features to reduce manual data entry such as

i. Incoming transaction process to pick up a load:

- Automate input of tare weight from the scale using the SSMS to create a transaction ticket for the incoming load;
- Print a Pick ticket. The Pick ticket authorizes the RMPF operator to load the truck:
  a. Retrieve the above transaction ticket data from the proposed SSMS including the transaction number and associated tare weight, customer number and name and other pertinent data;
  b. Ability for the Weighmaster to enter the Sales Order number and Release number to retrieve the associated Sales Order data;
  c. Ability for the Weighmaster to update the shipper or other AUTHORITY-specific information, if necessary;

ii. Outgoing transaction process after picking up load:
- Ability for the RMPF or Weighmaster to update the Pick ticket with the Commodity loaded, Shipper's Truck and Trailer numbers, and number of bales, if any.
- The ability for the Weighmaster to retrieve Pick ticket data associated with a load (Pick ticket number, Sales Order number, SSMS transaction ticket number, etc.) to create and print a Bill of Lading (BOL);
- Print multiple copies of Bills of Lading;
- Automate input of gross weight from the scale to update the initial incoming SSMS transaction ticket and retrieve data from the Pick ticket (Sales Order number, BOL number, etc.) for the Weighmaster to print the completed transaction ticket.

iii. Billing Process:
- Create and print invoices daily for commodity sales transactions using data from the respective Bill of Lading (corresponding Sales Order number, Sales Order data, Customer Account number and Name, and BOL number), net weight from the SSMS transaction record and Customer Contract or Yellow Sheet pricing;
- Create and print a Pick ticket at the Administration office;
- Create and print the BOL at the Administration office for an existing Pick ticket and its related SSMS transaction;
- Generate monthly statements;
- Maintain separate customer account numbers from the SSMS waste transactions;
- Process customer payments;
- Provide other "vanilla" Accounts Receivable functions, including positive and negative adjustments, reference table maintenance including customer accounts, commodity codes and country codes.

C. Detailed Process Requirements: The following provides the envisioned detailed processes that the Proposed system should at a minimum be able to facilitate:

1. Vehicle Weigh Scale Operation Process: It is envisioned that the attended transaction will take place as follows:
   a. The system should signal the driver to pull onto the scale using a stoplight indicator;
   b. The system should be able to take and store pictures of trucks from multiple angles including license plates; the pictures should be part of the transaction record. <u>This is a desired enhancement.</u>
   c. The system should be able to capture the stable gross weight or tare weight of the load without intervention from the Weighmaster.

d. The system should be able to process trucks with a full/partial load or empty at the incoming and outgoing scales.
e. The system should prompt the Weighmaster for, or otherwise acquire the truck decal and trailer decal (if applicable), validate the decals against the SSMS database, and display the associated customer name if valid, and an appropriate message if invalid. The system should allow the Weighmaster to change the customer number if they are hauling for some other customer. If an AUTHORITY truck pulls onto the scale, the system should prompt for the Driver ID. If the truck is not an AUTHORITY truck, the Driver ID prompt need not be displayed.
f. The system should be capable of displaying prompts and messages in English and Spanish.
g. The system should prompt the Weighmaster for the waste type, origin of the waste type, and destination of the waste type.
h. Assuming all of the above is valid: If this is an incoming truck and it is full; the system determines if the disposal fee is based on the standard tipping fee or customer contract pricing. The system should calculate the fee based on pounds; if the customer has a cash account with the AUTHORITY, the system should prompt for a deposit amount, if the customer is paying by check, the system should prompt for a check number, the system should be able to process debit/credit cards; if the customer has a charge account, there are no additional prompts and the customer can unload and exit the facility.
i. Upon successful completion of the transaction, the system prints a ticket displaying, at a minimum, customer number and name, a transaction number, transaction date and time, waste type, gross weight, tare weight and net weight. The system should be able to print a configurable number of copies of the ticket based on the site/terminal/waste type/customer. The system will provide an option to reprint the current transaction ticket in the event more than one copy of the ticket is required.
j. The system should read the scale continuously and capture weights greater than 1,000 pounds. If a truck drives over the scale without stopping, the system should record a "Roll-Through" and, at a minimum, the date, time, site and scale ID.
k. The system should have an auto-reset feature that resets the Weighmaster's unit for the next truck when the scale goes to zero either at the end of a transaction or in the event a truck pulls off of the scale without completing a transaction.
l. <u>Please note that the above detailed requirements need not necessarily occur in the order presented.</u>

It is envisioned that the unattended transaction will take place as follows:

a. The unattended device should be able to capture the AUTHORITY-issued truck decal using transponders or other similar technology and send the data to the SSMS which will validate the data and send the appropriate flags if the decal is valid.
b. Assuming all of the above is valid, the system should signal to the driver to pull onto the scale using a stoplight indicator.
c. The unattended device will prompt the driver for the preferred language, either English or Spanish.
d. If the truck is an AUTHORITY truck, the unattended device should prompt the driver to enter his/her Driver ID. If the truck is not an AUTHORITY truck, the Driver ID prompt need not be displayed.
e. The unattended device will prompt the driver to identify the waste type, sector of origin, and sector of destination. There shall be a programming interface that will convert the selected icon or button to the waste type identifiable by the SSMS. This data shall be passed to the

SSMS which will validate the data, pass it back to the unattended device and display it on the screen. The driver shall be provided the opportunity to confirm the data entered and, if desired, back up and re-enter the data.

f. The unattended device will capture the stable gross weight and pass it to the SSMS which will calculate the net weight and pass the gross weight, net weight and tare weight back to the unattended device and display these results on the screen.

g. For outgoing loads at the AUTHORITY's transfer stations, if the gross weight is over a specified limit, the system should display an error message and the transaction should be terminated.

h. The system will print a ticket including at a minimum the date, time, transaction number, waste type, site, gross weight, tare weight, and net weight. The system will provide an option to reprint the current transaction ticket in the event more than one copy of the ticket is required.

i. Upon successful completion of the transaction, the driver will be signaled to exit the scale using a stoplight indicator.

j. On all screens, the driver shall have the option to cancel/void the transaction. If the driver cancels the transaction, the system will pass the Driver ID, truck decal, associated decal (if any), gross weight and cancel flag to the SSMS. The SSMS will record the transaction as a Roll-Through transaction. The system will return to the start of the input session.

k. The system should have an auto-reset feature that resets the unattended unit for the next truck when the scale goes to zero, either at the end of a transaction or in the event that a truck pulls off of the scale without completing the transaction.

l. <u>Please note that the above detailed requirements need not necessarily occur in the order presented. The above requirements assume that the unattended device will pass data to and retrieve data from the SSMS for verification of captured data and retrieval of stored data for transaction processing.</u>

2. Accounts Receivable:

a. The system must facilitate payment processing, including PCI compliance for credit/debit card transactions.

b. The system should facilitate Automated Customer Account Management (Cut-Off notifications, Alerts, Active/Inactive, etc.)

c. Account Management functions shall include but may not be limited to the following:

i) Print customizable monthly statements of account to include but not be limited to the Customer Name, Customer Contact, Remittance Address, Billing Address, Previous Balance, Finance Charges, detailed new Monthly Charges, Total Balance Due, Credits/Adjustments and a customizable message field;

ii) Print monthly statements for accounts with a balance amount that exceeds a threshold set by user;

iii) Balance Forward capabilities;

iv) Track payment by reference number or date;

v) Make adjustments by tonnage and/or dollar amount;

vi) Apply credit limits and/or require pre-payment balances (deposits) to customers;

vii) Track tonnage and revenues for "no charge" accounts;

d. The system should have the ability to track charges/credits not related to scale activity.

e. The system should provide a clear audit trail from source documents like scale tickets to transactions posted in the database.

f. The system should have the ability to set different fees for each waste type.

g. Daily Cash Journal
   i) Accommodate partial payments; overpayments and both positive and negative adjustments;
   ii) Support Pre-pay or Installments;
   iii) Provide multiple ways to apply payments; by charge, by "oldest" open items, by specific invoice(s);
   iv) Software should allow easy reprint, edit, void and audit functions for scale tickets.

h. The system should have a robust reporting tool providing the following capabilities:
   i) Dynamic Reporting
   ii) Drill downs
   iii) Dashboards
   iv) Forecasts
   v) Modeling
   vi) Scenario Planning

i. The system should have the following security features:
   i) Workflow approval processes are available to regulate reversal and refund procedures (e.g., voided transactions require supervisor approval and documentation).
   ii) Apply security settings at a group or user level.
   iii) Apply granular permissions such as only allowing a user to run reports.
   iv) Report on user activities and/or changes to customer or other reference tables.

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PART III
PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMISSION REQUIREMENTS and FORMAT:

A. The AUTHORITY must receive all Proposals no later than 2:00 P.M., Eastern Time on the date established in *Part I, Section 5 – Procurement Schedule* and *Section 6 – Proposal Submission and Withdrawal*. PROPOSERS shall submit one (1) original, so designated, one (1) CD and five (5) photocopied sets. The complete Proposal Package shall be submitted in a sealed envelope.

B. The Proposal Package shall be clearly labeled on the outside with the PROPOSER'S name and address, and shall be identified as follows: RFP No. 19-202/DL – INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM. Failure by the PROPOSER to provide the above information on the outside of the envelope may result in the rejection of the PROPOSER'S submittal.

C. Original and photocopies should be bound into spiral bound or three-ring binder. Proposal pages should be numbered. Marketing brochures or any other information not pertaining to this RFP shall not be included in the Proposal.

D. Proposals should demonstrate that the PROPOSER is qualified to perform the Scope of Work based upon relevant professional experience.

3.2 PROPOSAL SUBMISSION FORMAT:

The PROPOSER shall provide the appropriate information in accordance with the content requirements set forth in the following subsections. To allow the Selection Committee to more effectively review the Proposals, PROPOSERS are to provide all requested information in the order and in the format requested below.

3.2.1 Title Page

The Title Page shall include the RFP Title and Number. The page shall indicate clearly the name of the PROPOSER submitting the Proposal and the name, address, phone number, fax number and e-mail address of the PROPOSER'S designated contact person. The PROPOSER'S designated contact person is the individual who shall be the main point of contact for the AUTHORITY to communicate with regarding this procurement.

3.2.2 Table of Contents

3.2.3 General Information

PROPOSER shall provide completed Proposal Forms 1 – 10 as follows:

3.2.3.1 *Proposal Form 1 – Transmittal Letter*

PROPOSER shall submit a completed Proposal Form 1 – Transmittal Letter acknowledging, among other things, that the PROPOSER has completely reviewed, understands, and agrees to be bound by the requirements of this RFP. The Proposal Transmittal Letter shall be signed by a representative of the PROPOSER who is empowered to sign it and to commit the PROPOSER to the obligations contained in the Proposal.

3.2.3.2 *Proposal Form 2 – Price Proposal*

A. PROPOSER shall submit a completed Proposal Form 2 – Price Proposal or a reasonable alternative which shall constitute the complete price proposal for supplying the Scope of Services. If the Proposed System requires multiple modules to satisfy the AUTHORITY's requirements, PROPOSER shall price each module separately.

B. The Price Proposal shall include application software, application hardware, peripherals, implementation/installation, data migration, licenses, training, support and service options after implementation, documentation, customizations and consultant services for services not otherwise included. Hardware to be provided by the AUTHORITY shall be clearly identified but not priced. PROPOSER shall provide a detailed breakdown for each facility identified herein and a total for the project. Options and extras shall be clearly identified and priced separately.

C. The Price Proposal shall also include maintenance and service as specified in the Scope of Services herein.

D. The AUTHORITY reserves the right to request additional pricing, seek explanations for any out-of-balance pricing or any pricing it deems too low or too high, modify the scope of services and to negotiate a best and final price with the highest ranked PROPOSER.

3.2.3.3 *Proposal Form 3 – Non-Collusion Affidavit*

PROPOSER shall provide a completed Proposal Form 3 – Non-Collusive Affidavit as described in *Part I, Section 11 – Non-Collusion Affidavit*.

3.2.3.4 *Proposal Form 4 – Drug-Free Workplace*

PROPOSER shall provide a completed Proposal Form 4 – Drug-Free Workplace.

3.2.3.5 *Proposal Form 5 – Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule*

PROPOSER shall provide a completed Proposal Form 5 – Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier Participation Schedule, *if applicable*.

3.2.3.6 *Proposal Form 6 – Statement of Intent to Perform as S/M/WBE Sub-Contractor/Supplier*

PROPOSER shall provide a completed Proposal Form 6 – Statement of Intent to Perform as S/M/WBE Subcontractor/Supplier, *if applicable*.

3.2.3.7 *Proposal Form 7 – Subcontracting Goal – Waiver Request*

PROPOSER shall provide a completed Proposal Form 7 –Subcontracting Goal – Waiver Request, *if applicable*.

3.2.3.8 *Proposal Form 8 – Certification of Business Location*

PROPOSER shall provide a completed Proposal Form 8 – Certification of Business Location.

3.2.3.9 *Proposal Form 9 – Proposer's Qualification Statement*

PROPOSER shall provide a completed Proposal Form 9 – Proposer's Qualification Statement.

3.2.3.10 *Proposal Form 10 – Scrutinized List Certification*

PROPOSER shall provide a completed Proposal Form 10 – Scrutinized List Certification.

3.2.4 MINIMUM REQUIREMENTS: The PROPOSER shall substantiate in its submittal that it meets or exceeds the following minimum requirements. Failure to do so may be cause for disqualification of its submittal:

A. PROPOSER must be engaged in providing the services as outlined in this RFP;

B. The Proposed Scale Software Management System (SSMS) must currently be in commercial use by clients similar to the AUTHORITY and the PROPOSER must currently be supporting the SSMS under a maintenance and support agreement similar to that Proposed herein;

C. If the PROPOSER is currently planning to upgrade or release a new version of the Proposed System during the proposed implementation, PROPOSER shall disclose the extent and nature of the upgrade and discuss the impact, if any, on the proposed system.

3.2.5 QUALIFICATIONS and EXPERIENCE:

A. Qualifications of the Firm: Provide a discussion of the qualifications of the Firm to provide the systems and perform the services outlined in the Scope of Services. This discussion should include a brief history of the firm, documentation of the firm's experience providing services similar to those requested, the number of years in business, the number of solid waste management entities currently using the firm's scale management software/systems and the qualifications for all sub-consultants.

B. Qualifications of the Designated Staff: Describe the qualifications and experience of personnel that will be engaged in the project including demonstrated knowledge and understanding of the products and services to be performed, previous experience on similar projects and their proposed role on the AUTHORITY's project.

C. Reference Projects: Provide a discussion of a minimum of three (3) and no more than five (5) reference projects. PROPOSER should focus on those projects that are similar in scope to what the AUTHORITY is requesting and for entities similar to the AUTHORITY. Specifically, the AUTHORITY will give more weight to reference projects that involve the provision and implementation of systems that serve multiple sites, at least one of which being a transfer station operating tandem vehicles, and that included the provision and integration of one or more unattended devices.

D. References: List a minimum of three (3) client references (name, contact persons, telephone number and email address) for similar projects only, who can attest to the firm's knowledge, quality of work, timeliness, diligence and flexibility. NOTE: Contact persons must be informed by the PROPOSER that they are being used as reference and that the AUTHORITY will be contacting them for information. Each reference will be contacted up to three (3) times. If there is no answer after the third attempt, the AUTHORITY may apply no points for that project experience.

E. Current Contracts: Provide a list of all city, county or state related contracts that is currently obligated to fulfill during the initial term of this agreement.

F. Invoice Processing: Provide a description of the firm's invoicing process for the implementation of the project.

3.2.6 TECHNICAL: In this section PROPOSER must explain the Scope of Work as understood by the PROPOSER and detail the approach, activities and work products. PROPOSER shall also provide the following:

A. Project Understanding: The PROPOSER must provide a discussion demonstrating the PROPOSER's understanding of the project. PROPOSER must explain the Scope of Services as understood by the PROPOSER and detail the approach, activities and work products.

B. Plan of Implementation: The PROPOSER shall provide a detailed Plan of Implementation from project kickoff through final completion, including but not limited to design, development, projects change management (process/procedure for managing requests outside of the Scope of Services), installation, testing, training, cutover, troubleshooting and support.

C. Project Schedule: The PROPOSER must indicate in their Proposal the typical timeline for an installation of this size and complexity. The timeline is to include the major milestones of such an installation. A specific timeline and date of completion will be negotiated at contract formation. PROPOSER will be required to work with the AUTHORITY to identify the physical locations of all system hardware and the power and communications requirements for the Proposed System.

D. Proposed System: PROPOSER shall provide a complete description of the proposed SSMS and UVSS systems to be provided and demonstrate that the proposed system satisfies the Scope of Work of this RFP. In satisfying this requirement, PROPOSER shall provide the following:

- System Overview: Provide a complete overview of the SSMS and UVSS systems to be provided. This overview shall address the SSMS and UVSS hardware, drawings or schematics of the proposed hardware/equipment, software and the associated hardware and peripherals to be installed and supported at each of the sites identified in EXHIBITS C and D, and clearly demonstrate that the Proposed system will meet the AUTHORITY's needs.
- Requirements Checklist: Provide the completed Checklist identifying each requirement/desire, whether the requirement/desire is "standard", or whether it can be provided with a user-defined field, customization, a third party solution, or not at all. See EXHIBIT F – Requirements Checklist.
- Satisfaction of AUTHORITY's Requirements: In Section 2 – Scope of Services of the RFP, the AUTHORITY outlined its principal and detailed process requirements. These requirements have been summarized in the Requirements Checklist. PROPOSER shall in order, succinctly address these requirements and clearly identify those requirements which are standard. For those requirements that are not standard, PROPOSER shall discuss their proposed solution.
- SSMS Transaction Processing: PROPOSER shall provide a detailed description of how the Proposed system handles typical inbound transactions.
- UVSS Transaction Processing: PROPOSER shall provide a detailed description of how the Proposed system handles a typical transaction using one of its unattended devices.
- Accounts Receivable and Billing: PROPOSER shall provide a detailed description of the accounts receivable and billing functionality of the Proposed system.
- System Administration: PROPOSER shall provide a detailed description of the system backup and recovery capabilities and procedures, start-up and shut-down procedures and other activities necessary to maintain system integrity and ensure minimum downtime. PROPOSER shall also discuss optional and available system disaster recovery capabilities, if any.
- Configuration to the AUTHORITY's Fee Schedule: Show how the proposed system can be configured to the AUTHORITY's fee schedule in an efficient structure and minimizes extraneous tables.

- Origination and Destination Sector Capability: Show how the Proposed system can incorporate origination and destination sector fields into the transaction record to facilitate the tracking of material movement within the AUTHORITY's solid waste management system.
- Direction Code Compatibility: Show how the Proposed system will enable the ability to differentiate between incoming, outgoing, outgoing transfers and incoming transfers without having to use different waste codes.

E. Network Connections:
- PROPOSER shall define the Telecommunications Specifications to support this system.
- PROPOSER shall define the Network Specifications to support this system.
- In response to the above, PROPOSER shall clearly state whether the PROPOSER's system is compatible with the AUTHORITY's existing infrastructure, and if not, what changes would be required.

F. File Structures: The PROPOSER must state the Database Management System options available for the Proposed application (Microsoft SQL Server 2012 or higher version preferred). PROPOSER must list the programming languages used to develop their application and what release is used with the proposed implementation. Discuss the capability of the system to incorporate new upgrades as they become available.

G. Data Conversion: PROPOSER should state their ability to import existing database fields located in the WIMS, Microsoft Excel, or delimited file including but not limited to, Customer List, Vehicle List with license plate number and or tare weights, Origin List, Waste codes and scale and accounts receivable transaction records.

H. Customization: PROPOSER should provide information regarding the procedure for customizations including but not limited to reports, additional fields, etc. All source codes with AUTHORITY customizations will be placed in escrow and made available to the AUTHORITY if the Vendor goes out of business or stops providing support service to the AUTHORITY.

I. Training: Clearly present the PROPOSER's training strategy that will allow hands-on training for as many as twenty (20) Weighmasters, ten (10) truck drivers, ten (10) administrative personnel, and three (3) system administrators. The training should be specific to the needs of each group.

J. Maintenance and Support: Provide a discussion of the plan for ongoing system support and maintenance over the life of the software. This discussion should include at a minimum the following:
- Describe support and provide copies of maintenance contracts.
- Describe equipment warranties.
- Describe software upgrades, schedules (how often available), and distribution media.
- Describe how problems are resolved to include a discussion of online support, dial-in support and onsite visit and address response time.
- Describe Service Level Agreements.

K. Other information the PROPOSER may deem advantageous. Provide any other information PROPOSER may deem advantageous to demonstrate their understanding and approach to the work.

3.2.7 AUTHORITY RESPONSIBILITIES: PROPOSER shall clearly identify the activities or assistance that the PROPOSER expects the AUTHORITY to provide. The AUTHORITY will provide:
- An improved pad or structure upon which to mount the hardware in accordance with PROPOSER's specifications.

- Power and Uninterrupted Power Source (UPS) to the systems and underground conduit for data collection/distribution between the Unattended Scale System/Devices and the scales and the scale house.
- Site Access.
- Any additional support as may be negotiated between the PROPOSER and the AUTHORITY.

3.2.8 OPTIONAL ADDITIONAL CAPABILITIES:

A. The AUTHORITY is interested in possible enhancements to improve the functionality of the systems:
   1. The AUTHORITY is interested in a wireless solution that would enable the tractor trailer drivers to complete a transaction while sitting on the unattended scale without exiting their vehicle. PROPOSERS are encouraged to present alternatives that meet these needs or add functionality that the PROPOSER believes would be beneficial to the AUTHORITY.

   2. The AUTHORITY is interested in an interface to the AUTHORITY's financial system. The AUTHORITY currently utilizes the eFinancePlus software by Superion (formerly SunGard) as its financial management software. Revenue data from the Accounts Receivable system should transfer easily and automatically to the eFinancePlus system.

   3. The AUTHORITY is interested in a Sales Order system that would create sales contracts with commodity brokers to purchase the AUTHORITY's recycling materials from the Recycled Materials Recovery Facility (RMPF). It is envisioned that this system would interface with the new scale system. When the trucker arrives at the incoming scale house, the system uses the Sales Order number to create a "Pick Ticket" which authorizes the RMRF to load that particular truck. The transaction data will integrate to the Accounts Receivable system to create daily invoices and monthly statements. PROPOSER is invited to submit a Proposal that satisfies this need through either a fully integrated module, a third party product that is compatible with the SSMS or through the ability to pass data from the SSMS to the Sales Order system. For more information on the AUTHORITY's requirements for the Sales Order System, see EXHBIT E. <u>These optional capabilities should be priced as a separate option.</u>

3.2.9 Small/Minority/Women Business Enterprise (S/M/WBE) Participation – (Proposal Forms 5, 6 and 7)

A. The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process. Refer to Section 6 of the Purchasing Manual, as incorporated herein. Small Business Enterprise (SBE) and Minority/Women Business Enterprise (M/WBE) is hereby mentioned as ("S/M/WBE") in the RFP.

B. In accordance with Section 6 of the Purchasing Manual, as incorporated herein, the AUTHORITY has applied a Small Business Enterprise Evaluation Preference for Prime PROPOSER's Team Participation in Professional Services Category.

C. <u>Failure to meet the Affirmative Procurement Initiatives (API) requirement stipulated, will deem the PROPOSER's response as non-responsive.</u>

D. The API applied to this RFP is related to Professional Services and further outlined in Part IV – Proposal Evaluation and Award herein.

   3.2.9.1 A Small Business Enterprise (SBE) is a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit that (1) is independently owned

and operated by individuals legally residing in, or that are citizens of, the United States or its territories; and (2) is currently certified as having annual revenues and/or number of employees that satisfy S/M/WBE size standards on an industry-specific basis and satisfies the Significant Business Presence and other eligibility requirements for participation in the EBO Program.

3.2.9.2 To qualify as meeting the Significant Business Presence definition, the S/M/WBE firm's principal office as stated in its filings with the Florida Department of State must be located within Palm Beach County, or the firm must have a significant business presence as of the time the bid is due within Palm Beach County, defined as: an established place of business in Palm Beach County, from which at least 50% of its total full-time, part-time and contract employees are domiciled and regularly based in Palm Beach County, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function on the AUTHORITY contract is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Commercially useful purpose: Shall constitute any work that is required to complete or achieve the contract goals and includes by way of example, but not limited to, the following:

- Consulting Services
- Training Services

The examples are intended to be illustrative and not exhaustive. Upon application to the AUTHORITY by the PROPOSER, this list may be expanded and such additional items of work may apply toward meeting the SBE goal.

3.2.9.3 Sub-Consultant/Supplier Utilization Plan

A. The PROPOSER shall identify all certified SBE firms (including non-certified sub-consultants/suppliers) which will be utilized as Sub-consultants in this Procurement. The PROPOSER must provide proof that each firm to be utilized as a prime or sub-consultant is certified in accordance to the Equal Business Opportunity Program Policy. Each SBE sub-consultant and prime shall be listed in the Sub-consultant/Supplier Utilization Plan (as defined below) and shall be submitted with the proposal. The listing of SBEs in the Sub-consultant Utilization Plan attached with each proposal shall constitute the PROPOSER'S representation to the AUTHORITY that the certified firms are technically and financially qualified and available to perform the assigned work. Failure to provide complete and accurate information in the AUTHORITY'S discretion shall result in the proposal being deemed non-responsive.

B. The Sub-consultant/Supplier Utilization Plan shall consist of the following documentation, which must be attached to the proposal:

1. Proposal Form 5, S/M/WBE Subcontractor /Supplier Participation Schedule
2. Proposal Form 6, Statement of Intent to Perform as a S/M/WBE Subcontractor/Supplier Form for each SBE or M/WBE firm
3. Copy of certification letter or certificate as proof of firm's current status

NOTE: For a SBE Prime, self-performed work will contribute toward participation the

same as work subcontracted to a SBE Sub-consultant firm. Also, an Awarded PROPOSER and all sub-consultants/suppliers shall register as a vendor with the AUTHORITY prior to the contract execution.

C. If percentages vary between Proposal Form 5 and Proposal Form 6, the percentages on Proposal Form 6 will be used to determine participation. If Proposal Form 6 is not signed by the sub-consultant, participation attributed to the listed vendor will not be included even if they are listed on Proposal Form 5. If no percentage is listed, submitting PROPOSER will not receive points. If a percentage range is provided for a particular sub-consultant on the Statement of Intent to Perform as an S/M/WBE Sub-consultant/Supplier, the higher determined percentage in the range will be used to calculate participation and therefore, effectively, represents the prime's commitment to the contract goal.

D. If a PROPOSER is unable to comply with the API requirements of this solicitation, PROPOSER shall submit a request for a waiver or partial waiver at the time the Proposal is due. The waiver request shall include specified documentation which demonstrates a Good Faith Effort (as defined in the Purchasing Manual, as incorporated herein) to comply with the requirements as described under the selected APIs. PROPOSER shall use Proposal Form 7 for this waiver request that shall constitute part of your bid and the bid evaluation and selection process:

E. Any participation by firms identified as certified that are determined not certified in accordance with the Equal Business Opportunity Program Policy at the time of proposal submission will not count towards goal attainment. Bidders are strongly encouraged to contact the AUTHORITY'S Equal Business Opportunity Program Office at 561-640-4000 well in advance of the date set for receipt of proposals to allow sufficient time for review and determination of eligibility and business enterprise certification.

F. Consultant and each of its Sub-consultants for this project shall register and/or maintain active status in the AUTHORITY'S Vendor Registration System.

G. The AUTHORITY will not execute an agreement for this project until the Consultant has executed an agreement with each of its S/M/WBE Sub-consultants or suppliers with a contract term coterminous with the Agreement at a minimum.

3.2.10 LOCAL PREFERENCE QUALIFICATION and APPLICATION – (Proposal Form 8)

In order to qualify to receive points for Local Preference, a PROPOSER must have had its headquarters or branch office located within Palm Beach County for a minimum of one (1) year. PROPOSER must have been incorporated or legally begun business, being fully licensed, at least one (1) year prior to the issuance of this RFP. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required and will be used to verify that the PROPOSER had a permanent place of business one (1) year prior to the issuance of this RFP. In addition, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the AUTHORITY, and that the attached Business Tax Receipt must accompany the RFP at the time of submission. Copies of licensure, leased of office space (or proof of ownership of office site) may be required by AUTHORITY staff as proof of compliance. The PROPOSER'S office must be of a permanent nature not temporary or transient (i.e., mobile homes shall be without wheels and permanent affixed to the land). The PROPOSER'S office shall be fully staffed with personnel including at least one of those assigned to the AUTHORITY'S projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. A site visit by AUTHORITY staff may be required to confirm local presence. PROPOSER will be required to maintain said office, or other AUTHORITY approved

offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this section to qualify for Local Preference. The AUTHORITY may require a PROPOSER to provide additional information for clarification purposes at any time prior to the award of the contract.

3.2.11 PROPOSER'S QUALIFICATION STATEMENT – (Proposal Form 9)

3.2.12 Scrutinized List Certification – (Proposal Form 10)

3.2.12 OTHER:

A. Provide evidence of current levels of insurance in areas of General Liability, Automobile Liability, Workers' Compensation, and Professional Liability;

B. Provide a statement of PROPOSER'S financial security, strength, resources and capabilities to include financial reports and current or prior bankruptcy proceedings, *if applicable*;

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PART IV
PROPOSAL EVALUATION AND AWARD

4.1. GENERAL

All Proposals submitted in response to this RFP will be evaluated by the AUTHORITY'S Selection Committee based on the information supplied per *Part III – Proposal Submission Requirements* and utilizing criteria specified in *Part IV – Proposal Evaluation and Award*.

4.2. EVALUATION CRITERIA:

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all Forms
- Minimum Requirements
- Experience and Qualifications to include any legal barriers
- Technical
- Training, Maintenance and Support
- Insurable and possess sufficient financial resources
- Price Proposal
- Small Business Enterprise Participation
- Local Preference

4.3. EVALUATION METHOD:

A. Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in *Part III – Proposal Submission Requirements.* Minor informalities may be waived by the AUTHORITY. Those Proposals found to be complete, will then be ranked by individual members.

B. The AUTHORITY will require the three (3) highest ranked PROPOSER(S) to conduct an On-site Demonstration/oral presentation of his/her submittal. The On-site Demonstration/oral presentation will provide an opportunity for the PROPOSER(S) to clarify his/her submittal for the AUTHORITY. The AUTHORITY, will notify the PROPOSER(S) and schedule the On-site Demonstration/oral presentation which will re-evaluate the scores.

C. *Table 2 – Evaluation Criteria and Points* provide guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. Proposal with highest total average score will be ranked first.

D. Affirmative Procurement Initiatives (API) for Professional Services

In conjunction with the requirements outlined in Part III, Proposal Submission Requirements, Section 3.29, the following outlines the SBE Evaluation Preference for Prime PROPOSER's Team Participation and the scoring components:

1. SBE Evaluation Preference for Prime PROPOSER's Team Participation

a) A SBE Evaluation API Preference is established for this procurement. Evaluation preference points shall be awarded on a sliding scale up to 15 Points of the total available

evaluation points for scoring of proposals to those firms bidding on Professional Services contracts.

b) The AUTHORITY shall award a maximum of fifteen (15) Points for SBE Participation as listed in the Evaluation Tables below:
   i. The PROPOSER shall be awarded points on a sliding scale based on the percentage of SBE Participation Commitment. The SBE sub-consultants and suppliers shall be certified at the time that proposals are due to the AUTHORITY in accordance with the Equal Business Opportunity Program Policy as defined in the Purchasing Manual. All certified firms shall perform a "Commercial Useful Function" on the contract. See Definitions in the Purchasing Manual.

Evaluation Criteria Point (15 points) Award for Small Business Enterprise Team Participation	
Percentage of Prime SBE Team Participation	Points
20% or More	15
10% < 20%	7.5
5% < 10%	1

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TABLE 2 – EVALUATION CRITERIA AND POINTS

EVALUATION CRITERIA	POINTS
Experience and Qualifications including References	15
Technical Proposal including the quality of the Proposed System and demonstrated understanding of the Scope of Work	40
Training, Maintenance and Support	10
Price Proposal - Financial	10
Small Business Enterprise Plan	15
Local Preference	10
TOTAL:	100

4.4. AWARD:

A. The AUTHORITY anticipates award to the PROPOSER who submits the Proposal judged by the AUTHORITY to be the most advantageous. It is the AUTHORITY's intent to award one contract for one solution.

B. The AUTHORITY intends to enter into the Agreement negotiations with the highest ranked PROPOSER. If the AUTHORITY and the highest ranked PROPOSER cannot negotiate a successful Agreement, the AUTHORITY may terminate such negotiations and begin negotiations with the next highest ranked PROPOSER. No PROPOSER shall have any rights against the AUTHORITY arising from such negotiations.

C. The price structure submitted in the Proposals shall be firm. However, the AUTHORITY reserves the right to negotiate a "best and final" price with the highest ranked PROPOSER.

D. The PROPOSER understands that this RFP does not constitute an agreement or a contract with the PROPOSER. An official agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the AUTHORITY, and executed by the parties. A Sample Agreement is attached to this RFP. The AUTHORITY anticipates that the final agreement will be in substantial conformance with the Sample Agreement; nevertheless, PROPOSERS are advised that any agreement, which may result from this RFP, may deviate from the Sample Agreement.

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PART V
PROPOSAL FORMS

The following Proposal Forms are included:

Proposal Form 1 – Transmittal Letter

Proposal Form 2 – Price Proposal

Proposal Form 3 – Non-Collusion Affidavit

Proposal Form 4 – Drug-Free Workplace

Proposal Form 5 – S/M/WBE Subcontractor/Supplier Participation Schedule

Proposal Form 6 – Statement of Intent to Perform as S/M/WBE Subcontractor/Supplier

Proposal Form 7 – Subcontracting Goal – Waiver Request

Proposal Form 8 – Certification of Business Location

Proposal Form 9 – PROPOSER's Qualification Statement

Proposal Form 10 – Scrutinized List Certification

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PROPOSAL FORM 1 – TRANSMITTAL LETTER

(To be typed on PROPOSER'S Letterhead)

[Date]

Diane LeRay CPPO, CPPB
Procurement Manager, Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

Dear Ms. LeRay:

_____ (PROPOSER) hereby submits its Proposal in response to the Request for Proposal (RFP No.: 19-202/DL) for INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM issued by the Solid Waste Authority of Palm Beach County (AUTHORITY) in October 2018.

As a duly authorized representative of the PROPOSER, I hereby certify, represent and warrant, on behalf of the PROPOSER team, as follows in connection with the Proposal:

1. The PROPOSER acknowledges receipt of the RFP and the following Addenda:

No.	Date
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the PROPOSER.
3. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the AUTHORITY will rely on such information and statements in qualifying PROPOSER.
4. The PROPOSER certifies under penalties of perjury that the RFP has been prepared and is submitted in good faith without collusion, fraud or any other action with any other person taken in restraint of free and open competition for the services contemplated by the RFP. As used in this Proposal Form, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
5. The PROPOSER is not currently suspended or debarred from doing business with any governmental entity.
6. The PROPOSER has reviewed all of the engagements and pending engagements of the PROPOSER, and no potential exists for any conflict of interest or unfair advantage.
7. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the PROPOSER.

8. The principal contact person who will serve as the interface between the AUTHORITY and the PROPOSER for all communications is:

Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Fax: _____

E-mail: _____

The PROPOSER has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with this RFP and the Proposal.

_____
Name of Proposer

_____
Print Name of Designated Signatory

_____
Signature

_____
Title

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared _____
personally known to me to be the person described in and who executed this _____
and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____
Signature

Notary Public in and for the State of _____

(Affix Seal here) _____
(Name printed)

Residing at _____

My commission expires _____

CERTIFICATE OF CORPORATE AUTHORITY

I, _____, certify that I am the Secretary of the corporation named as CONSULTANT in Contract No. 19-202; that _____ who signed the said Contract on behalf of the CONSULTANT, was then _____ of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this _____ day of _____, 20_____

_____
Corporate Secretary

(Corporate Seal)

ACKNOWLEDGMENT OF CONSULTANT, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20_____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public

(Seal)

ACKNOWLEDGMENT OF CONSULTANT, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20_____, before me personally came and appeared _____, to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

_____
Notary Public

(Seal)

PROPOSAL FORM 2 – PRICE PROPOSAL

PROPOSER shall provide a completed Proposal Form 2 – Price Proposal to provide all labor and materials necessary to furnish and install the SSMS and UVSS systems at the locations identified in EXHIBIT C. In addition, PROPOSER shall provide all software, and support necessary for the successful, design, delivery, installation, implementation, testing, training, cutover, operation, maintenance and support of its Proposed System at the Authority's six (6) transfer stations, the landfill, the renewable energy facility site and the Recovered Material Processing Facility (RMPF), as well as the AUTHORITY's central Administrative office.

PROPOSER shall also provide unattended devices to replace the AUTHORITY's current UVSS devices at all identified locations to be fully integrated into the SSMS. With the exception of the unattended devices, it is the AUTHORITY's expectation that the AUTHORITY will provide all other hardware (servers, cash drawers, peripherals, etc.).

The AUTHORITY reserves the right to purchase some or all of the hardware from the PROPOSER if mutually agreeable. PROPOSER shall provide specifications for and/or identify all hardware required for the successful completion of the project and specifically identify which hardware, if any, must be purchased from the PROPOSER and include such hardware and pricing on this Price Proposal Form.

PROPOSER shall provide maintenance and service as specified in the Scope of Services herein.

PROPOSED FEES			
1.		$	$
2.		$	$
3.		$	$
4.		$	$
5.		$	$
6.		$	$
TOTAL PROPOSAL PRICE: (Items 1 - ___)			$

Proposed fees shall include all expenses and equipment, including but not limited to any other relevant out of pocket expenses necessary to carry out the task.

PROPOSAL FORM 3 – NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Being duly sworn deposes and says:

That she/he is an officer of the parties making the foregoing Proposal, that such Proposal is genuine and not collusive or sham; that said PROPOSER has not colluded, conspired, connived or agreed, directly or indirectly with any PROPOSER or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the price or affiant or any other PROPOSER, or to fix any overhead, profit or cost element of said price, or that of any other PROPOSER, or to secure any advantage against the AUTHORITY, or any person interested in the proposed contract and that all statements in said Proposal are true.

_____
Name of Proposer

_____
Print Name of Designated Signatory

_____
Signature

_____
Title

On this _____ day of _____, 20____, before me appeared _____
personally known to me to be the person described in and who executed this _____
and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____
Signature

Notary Public in and for the State of _____

(Affix Seal here)

_____
(Name printed)

Residing at _____

My commission expires _____

PROPOSAL FORM 4 – DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Print Name of Designated Signatory

_____
Signature

_____
Date

PROPOSAL FORM 5

Equal Business Opportunity Office
Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

DATE	

SOLICITATION INFORMATION					
Contract #:					
Project Name:		Project Start Date:			
Project Location:					
Bidder/ Proposer:					
Address:					
Contact Person:		Email Address:		Phone #:	

ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	$ Amount
Prime Bidder/Proposer					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	$
TOTAL CONTRACT AMOUNT:					$	

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the Authority that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

Bidder/Proposer Signature	Name & Title (Print)	Date

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	$ Amount
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
Non S/M/WBE Subcontractor					%	$
				TOTAL PARTICIPATION % & DOLLAR AMOUNT:	100%	$
				TOTAL CONTRACT AMOUNT:	$	

PROPOSAL FORM 6

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #:	
CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: _____ Yes _____ No

_____ (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1		$	%
2		$	%
3		$	%
4		$	%
	TOTAL VALUE OF WORK	$	%

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

S/M/WBE Subcontractor (Signature)	Title
Name of S/M/WBE Subcontractor (Print)	Date
Prime Contractor (Signature)	Title
Prime Contractor (Print)	Date

PROPOSAL FORM 7

Equal Business Opportunity Office
Subcontracting Goal – Waiver Request

DATE:	

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Prime Contractor:			
Contact Person:			
Phone No:		Email:	

GOOD FAITH EFFORT DOCUMENTATION
In the sections below, points will ONLY be awarded for fully satisfying the criteria. For more information on the Subcontracting Waiver Criteria or for assistance on completing the Subcontracting Waiver Request Form, please contact the EBO Office at (561) 640-4000. Respondents must obtain a total of 70 points to receive a waiver approval.

SECTION A – Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal	25 points
Please provide documentation and supporting evidence to show how the criteria was fulfilled:	
1. List the specific scope of work identified for each of the S/M/WBEs contacted 2. Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s) 3. Additional comments, if any	
Response:	

Requirements:

Provide a list of elements of the scope of work, specifically referencing appropriate NIGP codes, and estimated percentages of subcontracting opportunities and estimated percentage of work to be self-performed by Respondent. Respondent must solicit a reasonable number of available S/WBE subcontractor(s) that are capable of performing each type of work that Respondent is seeking to subcontract. No points will be awarded for this category if the Respondent fails to list sufficient commercially useful subcontracting opportunities to meet the established goal.

SECTION B – Initial Communications to Potential S/M/WBE Subcontractors Using Vendor Registration System (VRS) / Website or Other Certifying Entity's S/M/WBE Directories	20 points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled. Respondents will ONLY RECEIVE POINTS for this Section if ALL REQUIRED DOCUMENTATION listed above is included with the Subcontracting Waiver Request and if outreach occurred within the specified timeframe.

1. Contact at least three (3) S/M/WBEs, where available for each scope of work identified to be subcontracted in Section A (email/call logs/faxes)
2. Include current documentation of searches from Vendor Registration System (VRS) / Website or Other Certifying Entity's S/M/WBE Directories
3. Notify S/M/WBEs at least ten (10) calendar days prior to the bid closing date
4. Additional comments, if any

Response:

Requirements:

1. Each subcontractor solicitation must be documented to have been sent by Respondent no later than 10 calendar days prior to the Authority's bid due date, and to have been sent to the email address or fax number and contact person for the S/M/WBE firm that has been registered with the Authority or Certifying Entity in accordance with the Economic Inclusion Policy.
2. Each initial communication to potential S/M/WBE subcontractors by Respondent must contain in the subject line a reference to "subcontractor solicitation" as well as the name of the project and bid solicitation number as provided in the Authority's bid solicitation.
    - The body of each initial communication to S/M/WBE subcontractors from Respondent must contain a current web link to the Respondent's own web page wherein its solicitation for subcontractors for various scopes of work for that specific prime contract are posted.
3. Respondent's web posting must provide detailed instructions to prospective subcontractors as to the appropriate format and means for submitting a subcontract bid, as well as all information that is required for submitting a bid to the Respondent, including, but not limited to, Respondent's contact information for subcontracting bid submittals, bid specifications for each element of subcontracted work, the bid due date for subcontractors, bonding and insurance requirements for subcontractors, and reference requirements.
4. For each category of work identified by Respondent as being available for subcontracting, copies of emails or fax correspondence to no fewer than 3 certified S/M/WBEs, where available as being able to perform that category of commercially useful work.

5. Copies of email and/or fax records reflecting that each such subcontractor solicitation sent by Respondent was sent no later than 10 calendar days prior to the bid due date as established by the Authority, and that each such solicitation was sent to the fax number and/or email address and contact person for the S/M/WBE firm that has been registered with the Authority or Certifying Entity in accordance with the Economic Inclusion Policy as being capable of performing each such category of work.
6. Documents reflecting that the web link to the Bidder's web page contained in the initial communication was current and valid as of the date the communication was sent to prospective S/M/WBE subcontractors. (Printed web pages reflecting required information, the web page address and the date of printing may suffice.)

SECTION C – Follow-up Communications & Bid Negotiations with Potential Subcontractors	35 points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled. Respondents will ONLY RECEIVE POINTS for this Section if ALL REQUIRED DOCUMENTATION listed above is included with the Subcontracting Waiver Request and if outreach occurred within the specified timeframe.

1. Follow up with S/M/WBEs at least three (3) calendar days prior to the bid closing date. ***Note that an alternate form of communication is required from the communication methods used in Section B***
2. Document if a response was received from S/M/WBEs contacted. If a S/M/WBE submitted a bid, indicate negotiations and reasoning for not accepting the bid
3. Additional comments, if any

Response:

Requirements:

1. Communication log documenting telephone/fax/email follow-up. This log must include the Authority's eligible subcontractor's/supplier's company name, telephone number, email address, fax number, contact person, time, date, and result of the follow-up communication.
2. Respondent must follow-up with all solicited potential subcontractors/suppliers who have not responded to initial notification or must state reasonable basis for lack of follow-up action.
3. If Respondent does not receive feedback from initial communication or received notification that initial outreach was not successfully received (wrong or disconnected phone/fax/, email delivery failure), Respondent must show alternative methods of communication utilized for outreach.
4. Copies of all emails, faxes, subcontractor bid offers, Respondent's written responses to subcontractor bid offers, and other written communications exchanged between Respondent and prospective subcontractors during the bidding process must be provided.

SECTION D - Attendance at Pre-Submittal Conference – Solid Waste Authority of PBC Purchasing staff maintains documentation regarding attendance at the pre-submittal conference	5 Points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled. Respondents will ONLY RECEIVE POINTS for this Section if ALL REQUIRED DOCUMENTATION listed above is included with the Subcontracting Waiver request and if outreach occurred within the specified timeframe.

1. Below, list the individuals from your firm that attended the pre-submittal conference

Response:

Requirements: Potential subcontractors/suppliers are encouraged to attend pre-submission meetings, which serve as an opportunity to meet prime Respondents. Respondents demonstrate attendance at pre-submittal conference by signing-in physically. No documentation other than list of company representatives in attendance are required by Respondent; the Authority staff will maintain internal documentation.

SECTION E – Other Criteria (Bonding / Insurance / Supplier Credit Assistance)	15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled. To receive all 15 points, three (3) additional good faith efforts must be completed. Note the items below are recommendations of "Other Criteria." The Respondent may identify other good faith efforts in the area provided below (subject to approval):

1. Participate in a mentoring program in the Palm Beach, Broward or Miami-Dade Counties
2. Provide S/M/WBEs easy access to plans and specifications for S/M/WBEs
3. Host outreach events for S/M/WBEs in Palm Beach County in partnership with the Authority
4. Offer joint check services, bonding assistance or lines of credit to S/M/WBEs
5. Advertise and utilize member listings from multiple trade organizations and Chambers of Commerce
6. Other (Please list)

Response:

Requirements:

1. Respondent provided subcontractors with detailed information on how, where (within Palm Beach County area) and when (during normal business hours) interested subcontractors may view or obtain the plans and specification for the project free of charge (on-site or via internet).
2. Respondent advertised for bids/quotes from interested S/M/WBE businesses not less than 10 business days prior to the Authority solicitation response deadline in one or more newspapers, trade association publications, minority- or trade oriented publications, newsletters, or trade websites.
3. Outreach to other organizations' Vendor Directories/Listings to contact certified S/M/WBEs who have been identified to perform Commercially Useful Functions for subcontracting work identified in the solicitation.
4. Assistance provided or offered to potential subcontractors/suppliers in obtaining bonding, lines of credit with suppliers or financial institutions, and insurance in connection with the bid solicitation.
5. Participating as a mentor in business mentoring programs in South Florida within the past calendar year.
6. Attending/hosting Palm Beach County business outreach events with the past calendar year.

Respondents must obtain a total of 70 or more points to receive a waiver approval. No partial points will be awarded to Respondents in Sections A-D for not meeting the criteria. *Respondents will be considered non-responsive upon denial of the Subcontracting Goal – Waiver Request Form and Subcontractor/Supplier Utilization Plan. For more information on the Subcontracting Waiver Criteria or for assistance on completing the Subcontracting Waiver Request Form, please contact the EBO Office at (561) 640-4000.*

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE, AND UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE.

Company Authorized Signature: Print Name/Title:

To be Completed by EBO Office	Approved	TOTAL SCORE:
	Denied	____/100

PROPOSAL FORM 8 - CERTIFICATION OF BUSINESS LOCATION

In accordance with the Solid Waste Authority's (Authority's) Local Preference Policy a preference will be given to PROPOSER having a permanent place of business in Palm Beach County ("County"). To receive a local preference, PROPOSER must have a permanent place of business within the County a minimum of one (1) year prior to the Authority's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the PROPOSER to provide the goods/services being solicited by the Authority, and will be used to verify that the PROPOSER had a permanent place of business one year prior to the issuance of the solicitation. The PROPOSER must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the PROPOSER to not receive a local preference.

In instances where the PROPOSER is exempt by law from the requirement of obtaining a Business Tax Receipt, the PROPOSER must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the PROPOSER had a permanent place of business within the County prior to the date of issuance of the solicitation. The Authority hereby retains the right to contact said PROPOSER for additional information related to this requirement after the bid/proposal due date.

I. PROPOSER is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which the vendor will produce a substantial portion of the goods and/or services.

II. The attached copy of PROPOSER's County Business Tax Receipt verifies PROPOSER'S permanent place of business.

THIS CERTIFICATION is submitted by _____, as

(Name of Individual)

_____, of _____.

(Title/Position) (Firm Name of PROPOSER)

Who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original receipt. Further, it is hereby acknowledged that any misrepresentation by the PROPOSER on this Certification will be considered an unethical business practice and be grounds for sanctions against future Authority business with the PROPOSER.

_____ _____

(Signature) (Date)

PROPOSAL FORM - 9

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
PURCHASING SERVICES DEPARTMENT
7501 N. Jog Road
West Palm Beach, FL. 33412

Submitted by: Check One

Name: _____ Corporation: ☐

Address:_____ Partnership: ☐

City, State, Zip:_____ Individual: ☐

Other* ☐

Federal Identification Number (FID) _____

(*if other is being checked, please provide supporting documentation to validate the legality of the Firm)

1. State the true, exact, correct and complete name of the partnership, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the PROPOSER is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If PROPOSER is corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and Address of Resident Agent: _____

      _____

3. If PROPOSER is an individual or a partnership, answer the following:

   a. Date of organization: _____
   b. Name, address and ownership units of all partners:

      _____

      _____

      _____

   c. State whether general or limited partnership: _____

4. If PROPOSER is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____
_____
_____

5. If PROPOSER is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name? _____

Under what other former names has your organization operated?

_____
_____
_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP solicitation. Please attach certificate of competency and/or state registration.

_____
_____
_____

8. Provide a narrative of Firm's Safety Program, Quality Assurance/Quality Control Management methods.

_____
_____
_____

9. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the PROPOSER, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____
_____
_____
_____

10. A list of all enforcement actions against the facility for the last three (3) years including any consent orders entered, notices of violations received, and any judgments against the facility. Also, list the amount of any fines, penalties, or judgments, or other infractions in which the destination facility or facilities have received in the most current three (3) years of operation.

_____
_____
_____
_____
_____

11. List and describe any disciplinary action, administrative proceeding, malpractice claim or other like proceeding against your Firm or any of its lawyers, whether current or pending, as well as any such action, proceeding or claim occurring during the last five (5) years.

_____
_____
_____
_____

12. Has the PROPOSER, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any governmental entity during the last five (5) years? If so, provide details.

_____
_____
_____
_____

13. Has the PROPOSER in the past four (4) years, been rendered a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the PROPOSER discriminated against its subcontractors, vendors, suppliers, or commercial customers? If yes, PROPOSER shall provide a list of all instances to include but not limited to; description of the status or resolution of the complaint, including any remedial action taken. (Attach additional sheets as necessary)

_____
_____
_____
_____

The PROPOSER acknowledges and understands that the information contained in response to this Qualifications' Statement shall be relied upon by the Solid Waste Authority of Palm Beach County (AUTHORITY), in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the AUTHORITY to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed): _____

(Printed Name): _____

(Title): _____

PROPOSAL FORM 10 – SCRUTINIZED LIST CERTIFICATION

CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM

RFP NO.: 19-202/DL

I, _____, on behalf of _____,
Print Name Name of Business

certifies that _____ does not:
Name of Business

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

_____ _____
BIDDER'S SIGNATURE DATE

PART VI
ATTACHMENTS

The following Attachments are included:

Attachment A – Sample Agreement

EXHIBIT A – MAP OF FACILITY LOCATIONS

EXHIBIT B – TIPPING FEE SCHEDULE

EXHIBIT C – ATTENDED AND UNATTENDED WEIGH SCALES BY SITE

EXHIBIT D – DIGITAL WEIGHT INDICATORS BY SITE

EXHIBIT E – COMMODITY SALES AND INVOICING SYSTEM

EXHIBIT F – REQUIREMENTS CHECKLIST

EXHIBIT G – MONTHLY SUBCONTRACTOR/SUPPLIER UTILIZATION REPORT

EXHIBIT H – CHANGE TO UTILIZATION PLAN

EXHIBIT I – POST-AWARD VENDOR SUBCONTRACTING WAIVER REQUEST



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

AGREEMENT FOR

_____ SERVICES

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

(NAME OF CONSULTANT)

AGREEMENT NO. 19-XXX

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EXHIBITS A THRU I

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, 2018, by and between Solid Waste Authority of Palm Beach County, a dependent district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and (Legal Name of CONSULTANT) (hereinafter referred to as CONSULTANT), a Corporation, whose Federal Employer ID Number is _____;

Whereas, in accordance with the AUTHORITY's Request for Proposals No. 19-202/DL, solicited to employ the services of the CONSULTANT for the purpose of providing INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM Services, and;

Whereas, CONSULTANT represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

The effective date of this Agreement shall be (MONTH)(DAY), 20__ through (MONTH)(DAY), 20___.

Term of Agreement shall be for a three (3) year period as per the Effective Date, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the AUTHORITY, at the same terms and conditions. Extension of the Agreement beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as Exhibit A, and/or as may be specifically designated and authorized by the AUTHORITY. Such authorizations which will be referred to as Work Assignments shall each set forth the specific services required, the amount of compensation, and the completion date. In addition the CONSULTANT may employ the use of sub-consultant(s) whose services are necessary to the CONSULTANT in the provision of services and upon specific approval in an individual Work Assignments. In such case the sub-consultant, the specific services to be performed and his/her compensation (including a not-to-exceed amount) shall be identified as part of the Work Assignment.

ARTICLE 3 - COMPENSATION

3.1 The AUTHORITY shall pay CONSULTANT in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B.

3.2 In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual Work Assignment. Invoices must reference the current Agreement along with the assigned purchase order number.

3.3 CONSULTANT shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the project, a description of services rendered and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowable.

3.4 Payment of invoices shall be due and payable within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable

3.5 CONSULTANT will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the final invoice, shall be waived by CONSULTANT.

ARTICLE 4 - INSURANCE

4.1 During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. General Liability Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. Automobile Liability Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $500,000 for each accident and with property damage limits of not less than $500,000 for each accident.

3. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 aggregate.

4. Cyber Liability Insurance with limits of not less than $5,000,000 for each wrongful act.

4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

4.3 CONSULTANT shall furnish AUTHORITY Certificates of Insurance, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the AUTHORITY. CONSULTANT shall include AUTHORITY as an Additional Insured on the General Liability, Cyber Liability, and Automobile Liability insurance policy required by the Agreement. All of CONSULTANT'S sub-consultants shall be required to include AUTHORITY and CONSULTANT as Additional Insured on all of their liability insurance policies.

4.4 CONSULTANT'S naming of the AUTHORITY as an additional insured on all of its liability insurance policies pursuant to this Agreement shall afford coverage for the negligent and willful acts of CONSULTANT pursuant to this Agreement and is limited to the terms and conditions of indemnity provisions in the Agreement.

4.5 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-consultants insurance coverage.

4.6 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

5.1 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM Services as is ordinarily provided by a comparable professional under similar circumstances and CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

5.2 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONSULTANT

7.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Consultant and not as employees or agents of the AUTHORITY.

7.2 The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONSULTANT

10.1 The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant under this Agreement.

10.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

14.1 The AUTHORITY may, by written notice of default to the CONSULTANT, terminate the Agreement in whole or in part if the CONSULTANT fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONSULTANT, the AUTHORITY may, in its sole discretion, procure goods and/or services similar to those terminated, and the CONSULTANT shall be liable for any excess costs incurred due to this action.

14.2 If it is determined that the CONSULTANT was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONSULTANT), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONSULTANT, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONSULTANT has the right to withdraw, without adverse action, from the entire Agreement.

15.2 Unless directed differently in the Notice of Termination, the CONSULTANT shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONSULTANT shall

terminate outstanding orders and/or subcontracts related to the terminated work.

15.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

16.1 Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 – COMMERCIAL NON-DISCRIMINATION POLICY

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it will comply with the AUTHORITY's Commercial Non-Discrimination Policy, as described under, Section 6.3 of the AUTHORITY's Purchasing Manual, including subsequent amendments thereto, if any. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry sex, age, marital status, familial status sexual orientation, gender identity or expression, disability or genetic information, or on the basis of any otherwise unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the CONTRACTOR from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The CONTRACTOR agrees and understands that the provisions of Section 6.3 of the AUTHORITY's Purchasing Manual are incorporated herein by reference and that the CONTRACTOR is familiar with the contents of same.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

25.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS

27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

27.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES; THE CONSULTANT'S RESPONSIBILITY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG

27.3 The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/) after completion or termination of this Contract. Upon AUTHORITY'S request, CONSULTANT shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

27.4 Notwithstanding anything herein to the contrary, the CONSULTANT expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

27.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONSULTANT and the CONSULTANT must provide the records or allow access to the records within a reasonable time. A CONSULTANT who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2)

provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed $1,000.

27.6 Therefore, the CONSULTANT is required to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the CONSULTANT does not transfer the records to the AUTHORITY; and
4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the CONSULTANT or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

ARTICLE 28 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 29 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Executive Director
Office No.: 561-640-4000 Ext. 4522 Fax No.: 561-640-3400

AS TO CONSULTANT

(Legal Name of CONSULTANT)
Address #1
Address #2
CITY/STATE/ZIP CODE

Attention: _____ TITLE
Office No.: XXX-XXX-XXXX Fax No.: XXX-XXX-XXXX E-Mail: _____

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and AUTHORITY.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of (DEPARTMENT DIRECTOR/ TITLE), or designee, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

CONSULTANT shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

_____ Operating Officer – Program Manager
Cell No.: XXX-XXX-XXXX E-Mail:

_____– Project Manager
Cell No.: XXX-XXX-XXXX E-Mail:

ARTICLE 32 – EQUAL BUSINESS OPPORTUNITY PROGRAM

32.1 SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:

The Governing Board of the Authority has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the Authority's procurement process as described in Section 6 of the Purchasing Manual, as incorporated herein.

A. Affirmative Procurement Initiative (API):

The Authority has applied the following contract-specific Affirmative Procurement Initiative to this contract. CONSULTANT hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement.

SMALL BUSINESS ENTERPRISE (SBE) SUB-CONSULTANT PARTICIPATION:

The Authority established a mandatory 20% participation goal for Small Business Enterprise (SBE) participation in this agreement in accordance with the solicitation.

B. Sub-consultant/Supplier Utilization Plan:

The Sub-consultant / Supplier Utilization Plan submitted by the CONSULTANT to Authority with its proposal for this contract contains the names of the certified S/M/WBE Sub-consultants to be used by CONSULTANT on this contract, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Sub-consultant, and documentation including a description of each S/M/WBE Sub-consultant's scope of work and confirmation of each S/M/WBE Sub-consultant's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO, the failure of CONSULTANT to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the Authority, and may result in debarment from performing future Authority contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and/or services necessary to support the required services under the agreement by actual payments made to the Prime CONSULTANT.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the Authority. For the purpose of this requirement, an eligible local S/M/WBE firm included in the CONSULTANT's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to RFP No. 19-202/DL. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the Authority's Purchasing Manual, Section 6, incorporated herein, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

For the purposes of this agreement, "Good Faith Effort" as defined in the Authority's Purchasing Manual, as incorporated herein. The Sub-consultant/Supplier Utilization Plan is a binding part of this contract agreement which states the CONSULTANT's commitment for the use of Sub-consultants/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONSULTANT's Sub-consultants/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Sub-consultant/Supplier, as approved by the EBO Office by submitting such additions, deletions or modifications of the Sub-consultant/Supplier names, scopes of work, or dollar values of work to be performed and approved by the Coordinator of the EBO office or designee, shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the parties satisfying the requirements of ARTICLE 22 herein, without necessity of further action of any type by the parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, CONSULTANT shall follow all requirements of the EBO Program, including:

1. If, awarded CONSULTANT is unable to meet the participation requirements for S/M/WBEs specified in its Sub-consultant/Supplier Utilization Plan, the CONSULTANT shall seek substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved by the Coordinator of the EBO Office or designee and the Originating Department Director or designee.

2. If, after reasonable Good Faith Efforts, the CONSULTANT is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested. The request shall document the reasons for the CONSULTANT's inability to meet the goal requirement. In the event the CONSULTANT is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional for the initial S/M/WBE proposed utilization, the contract may, in the Authority's sole discretion, be terminated for material breach and or other penalties and sanctions within the law.

3. If requesting a post-award vendor subcontracting waiver, the CONSULTANT shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (See EXHIBIT "I"). Documentation and supporting evidence of all good faith efforts made to comply with the subcontracting goal must also be submitted.

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. CONSULTANT acknowledges that the Authority's EBO Program is in furtherance of the Authority's efforts at economic inclusion, and that CONSULTANT's commitments, including but not limited to the Sub-consultant/Supplier Utilization Plan, are part of CONSULTANT''s scope of work as referenced in the Authority's solicitation that formed the basis for contract award and subsequent execution of this Agreement. CONSULTANT's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the SBE Participation Goals are considered by the parties to this Agreement to be material terms. CONSULTANT voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this contract by the Authority. Without limitation, CONSULTANT further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:

    a) CONSULTANT shall cooperate fully with the EBO Office and other Authority departments in their data collection and monitoring efforts regarding CONSULTANT's utilization and payment of and all of its sub-consultants and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this contract, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely submittal of Monthly Sub-consultant/Supplier Utilization Reports (EXHIBIT "G"), and when established the entry of data into the Centralized Bidder Registration System (CBR), and ensuring the timely compliance of its sub-consultants

and suppliers with this requirement;

b) CONSULTANT shall cooperate fully with any Authority or EBO investigation (and shall also respond truthfully and promptly to any Authority or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of CONSULTANT or its Sub-consultants or suppliers;

c) CONSULTANT shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-consultants and workers to determine whether there has been a violation of the terms of this Agreement;

d) CONSULTANT shall immediately notify Authority through the EBO or the Originating Department for this contract of any proposed changes to CONSULTANT's Sub-consultant / Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONSULTANT to replace the Sub-consultant / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-consultant / Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by CONSULTANT of work previously designated for performance by Sub-consultant or supplier, substitutions of new Sub-consultants, terminations of previously designated Sub-consultants, or reductions in the scope of work and value of work awarded to Sub-consultants or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (EXHIBIT "I") and Change To Utilization Plan form (EXHIBIT "H"), and shall be subject to advanced written approval by the Originating Department and the EBO;

e) CONSULTANT shall immediately notify the Originating Department and EBO of any transfer or assignment of its contract with the AUTHORITY, as well as any transfer or change in its ownership or business structure;

f) CONSULTANT shall retain all records of its Sub-consultant payments for this contract for a minimum of five (5) years following the conclusion of this contract;

g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a CONSULTANT's Sub-consultant/Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its S/M/WBE sub-consultant(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and the CONSULTANT and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;

h) CONSULTANT acknowledges that the Authority will not execute an agreement for this project until the CONSULTANT and each of its Sub-consultants for this project have registered and/or maintained active status in the Authority's Vendor Registration System and when established its CBR, and CONSULTANT has represented to Authority which primary commodity codes each registered Sub-consultant will be performing under for this contract;

i) CONSULTANT acknowledges that the Authority will not execute an agreement for this project until the CONSULTANT provides an executed agreement with each of its S/M/WBE Sub-consultants or suppliers with a contract term having the same as with this Agreement at a minimum.

F. Affirmative Procurement Initiatives - Compliance

1. Commercial Nondiscrimination Policy Compliance:

As a condition of entering into this agreement, the CONSULTANT represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the Authority's Commercial Nondiscrimination Policy, as described under Section 6 of the Purchasing Manual, as incorporated herein. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Sub-consultants, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for sub-consultants, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the Authority pursuant to the bid solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONSULTANT shall incorporate this clause into each of its sub-consultant and supplier agreements entered into pursuant to Authority contracts.

2. Prompt Payment:

   Upon execution of this contract by CONSULTANT, CONSULTANT shall be required to submit to Authority accurate payment information with each invoice regarding each of its sub-consultants to ensure that the CONSULTANT's reported subcontract participation is accurate. CONSULTANT shall pay its sub-consultants in compliance within timeframes set forth within ten (10) days of receipt of payment from the Authority, whichever is sooner.

3. Violations:

   In addition to the above, CONSULTANT acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

   a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;

   b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;

   c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;

   d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and

      e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:

Any person who violates the provisions of this section shall be subject to the provisions of Section 6 of the EBO Program and Section 19 of this Agreement including but not limited to:

a) Suspension of contract;

b) Withholding of funds;

c) Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

d) Refusal to accept a response or proposal; and

e) Disqualification of CONSULTANT or other business firm from eligibility for providing goods or services to the Authority for a period not to exceed three (3) years (subject to change) (upon Authority Board approval).

ARTICLE 33 - SCRUTINIZED COMPANIES

33.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

33.2 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

34.1 The CONSULTANT agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONSULTANT deem it in the best interest of their business to do so.

34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 35 – THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

In Witness Whereof, the Solid Waste Authority of Palm Beach County, and _____ has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____ *By:* _____

Mark Hammond
Executive Director

2. _____

APPROVE AS TO LEGAL SUFFICIENCY

By: _____
Howard J. Falcon, III
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Signature

_____
Print Name

_____
Title

(CONSULTANT):

Attest:

_____
(Corporate Secretary)

By: _____
(Authorized Signature)

Name:_____

Title: _____

Witness:

Date: _____

1. _____

(Affix Corporate Seal)

2. _____

SCOPE OF WORK

FEE SCHEDULE

S/M/WBE PARTICIPATION

(Plan to be inserted upon Agreement execution)

EXHIBITS
(A thru I)

EXHIBIT A - MAP OF FACILITY LOCATIONS

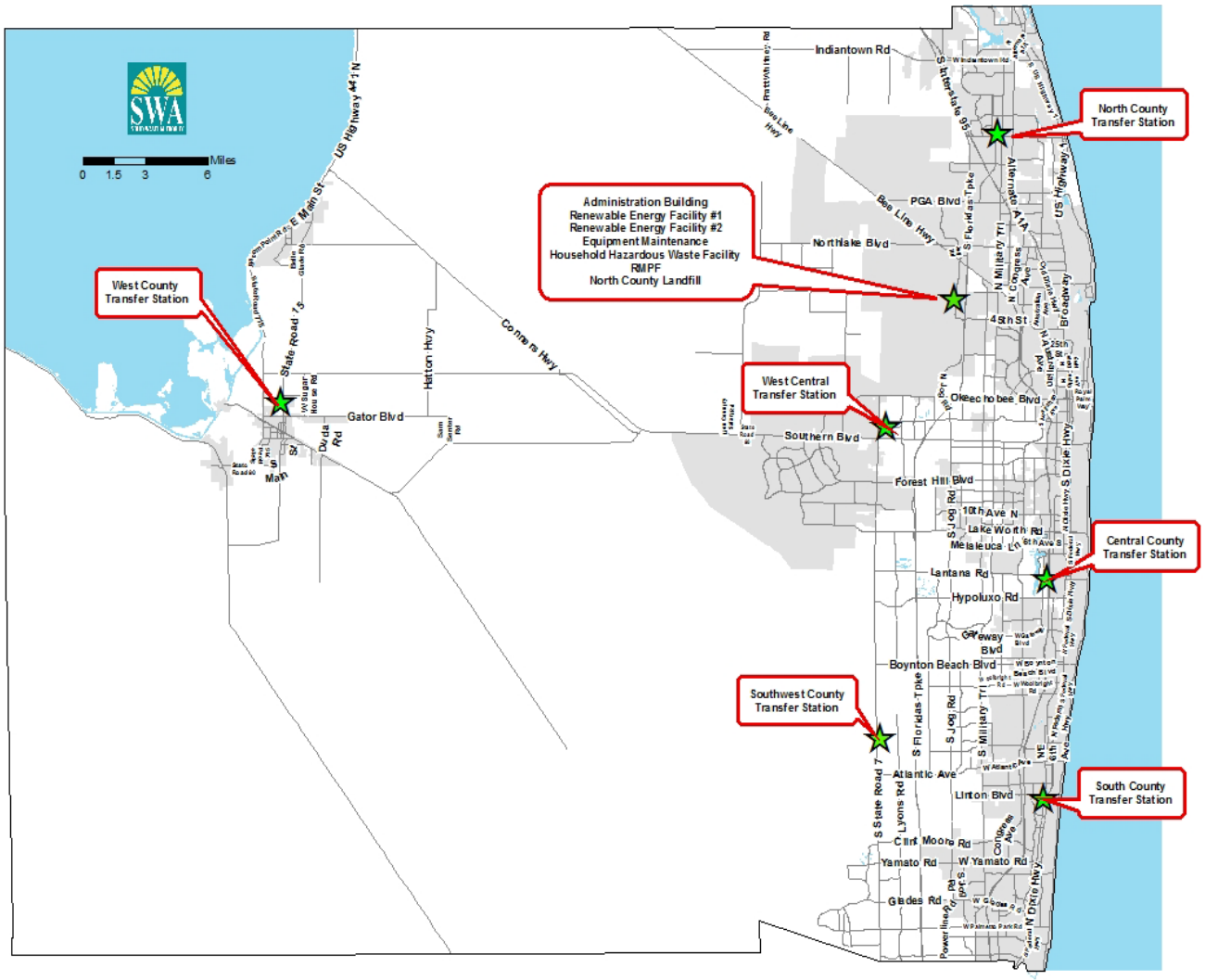


EXHIBIT B - TIPPING FEE SCHEDULE

Waste Code	Description	Unit of Measure	From Date	To Date	Revenue Code	Pound Rate	Yard Rate	Other Rate
AC	ASEPTIC CONTAINERS		10/1/2002	9/30/2026	36555	0.0000	0.0000	0.0000
AL	ALUMINUM	NONE	10/1/2002	9/30/2026	36554	0.0000	0.0000	0.0000
AN	ANIMAL	NONE	10/1/2002	9/30/2017	34341	0.0150	0.0000	0.0000
AP	APPLIANCE/WHITE GOODS	NONE	10/1/2002	9/30/2017	36516	0.0050	0.0000	0.0000
AS	ASBESTOS	NONE	10/1/2002	9/30/2017	34348	0.0750	0.0000	0.0000
BD	BUILDING DEBRIS		10/1/2015	9/30/2017	34345	0.0225	16.0000	0.0000
BT	TIRES - PASSENGER		8/25/2015	9/30/2017	34347	0.0175	3.5000	0.0000
CA	CARDBOARD	NONE	10/1/2002	9/30/2026	36551	0.0000	0.0000	0.0000
CF	CLEAN FILL		10/1/2002	9/30/2026	34346	0.0000	0.0000	0.0000
CM	CO-MINGLED RECYCLING		10/1/2002	9/30/2026	36500	0.0000	0.0000	0.0000
CP	COMMERCIAL PAPER	NONE	10/1/2002	9/30/2026	36555	0.0000	0.0000	0.0000
CR	CONTAMINATED RECYCLING	YARDS	10/1/2015	9/30/2017	34341	0.0210	17.0000	0.0000
DL	DIRECT LANDFILL		10/1/2002	9/30/2017	34351	0.0325	24.0000	0.0000
FA	FERROUS FROM ASH	NONE	10/1/2002	9/30/2026	36515	0.0000	0.0000	0.0000
FE	FERROUS	NONE	10/1/2002	9/30/2026	36515	0.0000	0.0000	0.0000
FT	FERROUS TRAMP	NONE	10/1/2002	9/30/2026	34343	0.0000	0.0000	0.0000
GL	GLASS		10/1/2002	9/30/2026	36552	0.0000	0.0000	0.0000
GR	GARBAGE	0	10/1/2015	9/30/2017	34341	0.0210	17.0000	0.0000
LI	LIME	NONE	10/1/2002	9/30/2026	0	0.0000	0.0000	0.0000
LW	LIVESTOCK WASTE	YARD	10/1/2014	9/30/2017	34341	0.0075	12.0000	0.0000
MA	MAGAZINES	NONE	10/1/2002	9/30/2026	36555	0.0000	0.0000	0.0000
MI	MIXED RECYCLING	0	10/1/2002	9/30/2026	36500	0.0000	0.0000	0.0000
MP	MIXED PAPER	NONE	8/1/2007	9/30/2026	36577	0.0000	0.0000	0.0000
MS	MISCELLANEOUS		10/1/2002	9/30/2026	36909	0.0000	0.0000	0.0000
NH	NON-HAZARDOUS WASTE		10/1/2014	9/30/2017	34343	0.0210	17.0000	0.0000
NP	NEWSPAPER	0	10/1/2002	9/30/2026	36555	0.0000	0.0000	0.0000
NZ	NON-FERROUS FROM ASH	0	10/1/2007	9/30/2026	34343	0.0000	0.0000	0.0000
OC	OUT OF COUNTY		10/1/2016	9/30/2017	34358	0.0690	64.0000	0.0000
OK	OKEELANTA BIO FUEL		10/1/2002	9/30/2026	34349	0.0000	0.0000	0.0000

Waste Code	Description	Unit of Measure	From Date	To Date	Revenue Code	Pound Rate	Yard Rate	Other Rate
OP	OFFICE PAPER		8/3/2007	9/30/2026	36576	0.0000	0.0000	0.0000
PA	PAPER		10/1/2002	9/30/2026	36555	0.0000	0.0000	0.0000
PC	PASSENGER CAR	EACH	10/1/2002	9/30/2026	34341	0.0000	0.0000	2.0000
PL	PLASTIC	0	10/1/2002	9/30/2026	36553	0.0000	0.0000	0.0000
PM	PROHIBITED MATERIAL	YARDS	10/1/2007	9/30/2026	34345	0.0000	0.0000	20.0000
PT	PAINT FROM HAZ WASTE	NONE	10/1/2002	9/30/2026	36578	0.0000	0.0000	0.0000
RE	RECYCLING RESIDUE		10/1/2015	9/30/2017	34354	0.0125	11.0000	0.0000
RF	RESTRICTED USE FILL		10/1/2002	9/30/2017	34346	0.0020	2.0000	0.0000
SG	SUN RECY POST - RECY MSW	0	2/11/2015	9/30/2017	34350	0.0101	8.0000	0.0000
SL	SLUDGE	NONE	10/1/2014	9/30/2017	34342	0.0500	0.0000	0.0000
SP	SPECIAL HANDLING	NONE	10/1/2002	9/30/2017	34348	0.0750	0.0000	0.0000
SR	SUN RECYCLING C/D RESIDUE	0	2/11/2015	9/30/2017	34354	0.0090	8.0000	0.0000
ST	SHREDDED TIRES		8/25/2015	9/30/2017	34347	0.0050	5.0000	0.0000
TA	UNTARPED LOAD	EACH	10/1/2007	9/30/2026	36909	0.0000	0.0000	10.0000
TI	TIRES - TRUCK		10/1/2006	9/30/2017	34347	0.0950	27.0000	0.0000
TL	TRAILERS	FEET	10/1/2002	9/30/2017	34343	0.0450	0.0000	11.0000
TR	TRASH		10/1/2014	9/30/2017	34343	0.0210	17.0000	0.0000
TV	TRASH/VEGETATION		10/1/2014	9/30/2017	34343	0.0210	17.0000	0.0000
V	VEGETATION		10/1/2002	9/30/2017	34344	0.0125	4.5000	0.0000
YN	NON-PROCESSIBLE	NONE	10/1/2002	9/30/2026	34341	0.0000	0.0000	0.0000
YR	RDF REJECTS	NONE	10/1/2002	9/30/2017	34341	0.0000	0.0000	0.0000
YX	NON-CONVERT RDF	NONE	10/1/2002	9/30/2026	34341	0.0000	0.0000	0.0000
YZ	ASH FROM PLANT	NONE	10/1/2002	9/30/2026	34341	0.0000	0.0000	0.0000

EXHIBIT C - ATTENDED AND UNATTENDED WEIGH SCALES BY SITE

Site Name and Location	# Attended Weigh Scales	# Unattended Weigh Scales
Central County Transfer Station 1810 Lantana Road Lantana, FL 33462	3	2
North County Regional Waste Disposal Facility (Landfill) 6330 North Jog Road West Palm Beach, FL 33412	4	1
North County Transfer Station 14185 Military Trail (SWA Road) Jupiter, FL 33458	2	1
Recoverable Materials Processing Facility (RMPF) 6610 45th Street West Palm Beach, FL 33412	1	0
Renewable Energy Facility (REF 1 & REF 2) 6255 North Jog Road West Palm Beach, FL 33412	3	1
South County Transfer Station 1901 SW 4th Avenue Delray Beach, FL 33444	2	1
South West County Transfer Station 13400 South State Road 7 Delray Beach, FL 33446	3	1
West Central Transfer Station 9743 Weisman Way Royal Palm Beach, FL 33441	2	1
West County Transfer Station 1701 State Road 15 Belle Glade, FL 33430	2	0
TOTALS	22	8

EXHIBIT D - DIGITAL WEIGHT INDICATORS BY SITE

Site Name and Location	# of Scales	Scale Manufacturer and Model	Scale Indicator Model	Avg. # of Trans. Per Day
Central County Transfer Station 1810 Lantana Road Lantana, FL 33462	5	Mettler Toledo 7563	MT Jag Extreme GPD	559
North County Regional Waste Disposal Facility (Landfill) 6330 North Jog Road West Palm Beach, FL 33412	5	Mettler Toledo (4) Rice Lake (1)	Mettler Toledo (4) 780Rice Lake 920i (1)	382
North County Transfer Station 14185 Military Trail (SWA Road) Jupiter, FL 33458	3	Fairbanks	Cardinal 205 Cardinal 205 Cardinal 210	409
Recoverable Materials Processing Facility (RMPF) 6610 45th Street West Palm Beach, FL 33412	1	Rice Lake	Rice Lake 920i	52
Renewable Energy Facility (REF 1 & REF 2) 6255 North Jog Road West Palm Beach, FL 33412	4	Rice Lake	Rice Lake 920i	456
South County Transfer Station 1901 SW 4th Avenue Delray Beach, FL 33444	3	Rice Lake	Rice Lake 920i	387
South West County Transfer Station 13400 South State Road 7 Delray Beach, FL 33446	4	Rice Lake	Rice Lake 920i	312
West Central Transfer Station 9743 Weisman Way Royal Palm Beach, FL 33441	3	Thurman	Cardinal 205 GSE 350 GSE 210	307
West County Transfer Station 1701 State Road 15 Belle Glade, FL 33430	2	Fairbanks	GSE 350	47

EXHIBIT E - COMMODITY SALES AND INVOICING SYSTEM

Application Flowchart

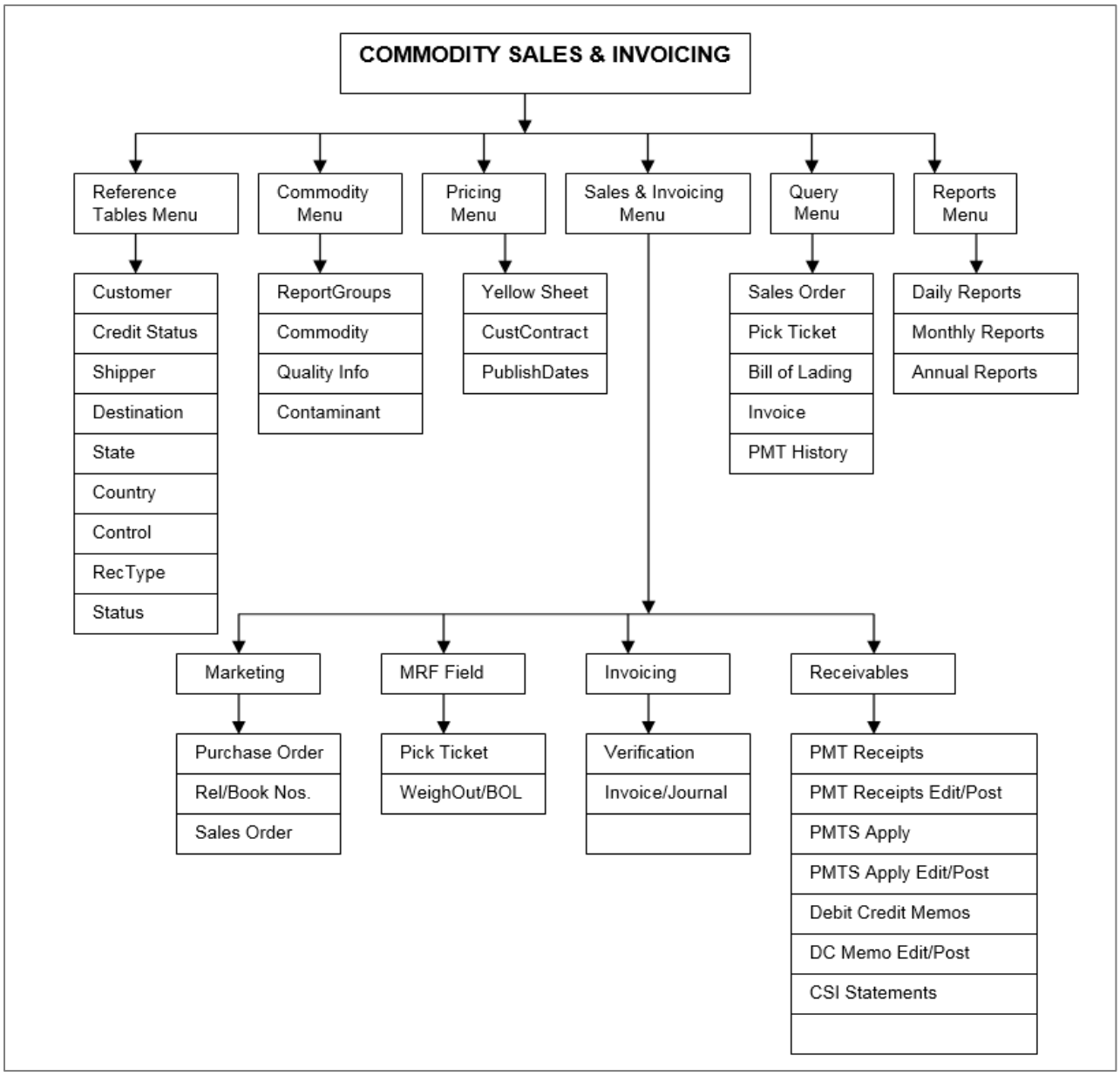
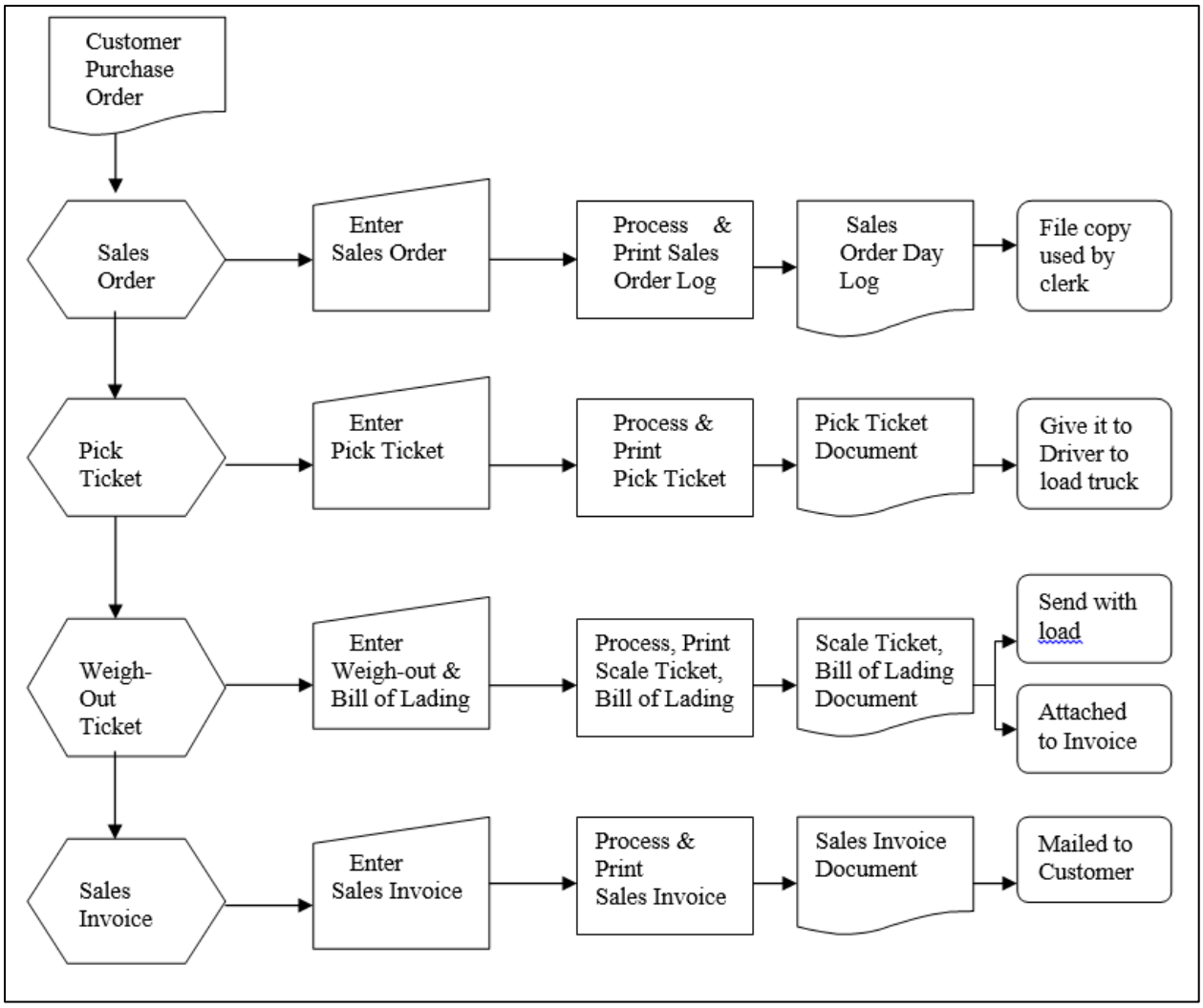


EXHIBIT E - COMMODITY SALES AND INVOICING SYSTEM – CONTINUED

Detail Flowchart of the Commodity Sales and Invoicing System



Principal Application Requirements

The sales order system should be capable of categorizing sales in multiple ways:

Long term contracts

1. Generally 5 year term with renewals
2. May have floor or ceiling prices
3. Price plus or price as percentage of industry price index known as "Yellow Sheet"
4. Yellow Sheet is published the Thursday before the first Saturday of the month
5. May have retro pricing for loads picked up before price is published and may have loads picked up after end of month for previous pricing

Monthly spot markets

1. Sends request out to potential customers requesting bids for commodity
2. Awards to highest qualified bidder during 3rd week of month for upcoming month
3. Price effective date is set to the first of the month.
4. No retro pricing, but load may not be picked up during same month as pricing

Ad hoc Sales

1. Excess material that is sold for a price that is different than either the contract or spot price.

The Sales order record should include but is not limited to the following:

a) Sales Order Number
b) Expected Ship (Pickup) Date
c) Buyer's release number (optional)
d) Buyer's purchase order number (optional)
e) Shipper's name
f) Destination mill name (load may be for export overseas)
g) Price – which may or may not be known at the time the sales order is created. Pricing will be determined by commodity codes which are more specific than the tipping fee codes (optional)

Sales Orders are not printed. There is however a sales order report.

Proposers interested in providing a proposal for a Sales Order system will receive further detailed requirements upon request.

EXHIBIT F - REQUIREMENTS CHECKLIST

Instructions for completing Requirements Checklist:

1. Do not modify the 'Requirements' worksheet format.

2. Proposers may use data filters to sort the rows data.

3. Column A is a simple counter to identify each requirement with a specific number.

4. Column B references to RFP page number to provide context for the Proposer.

5. Column C definitions:

   Required - In Scope of Work, Required by the Authority

   Optional - Additional Desired Capability not Required

   Desired - Not Required to be Responsive, by Desired by the Authority

6. Process - Business Process Group.

7. Description - Definition of Requirement.

8. Response Options:

   1 - "Standard" - Proposed System meets the requirement without any customization (may include a user-defined field).

   2 - "3rd Party" - Proposer will provide a 3rd party solution to meet this requirement (Proposer shall clearly describe its relationship/experience with this company/product).

   3 - "Customization" - Proposer has an alternative (i.e. a procedural workaround) that is outside the Proposed System functionality.

   4 - "Cannot Meet" - Proposer cannot meet the requirement.

9. Comments - Section is included for Proposer to offer additional information as needed.

Req #	RFP Page Number	Priority	Process	Requirement Description	Response	Comments
1	9	Required	General	Comply with U.S. weights and measures laws, regulations, and standards and all audit standards.		
2	9	Required	UVSS	Integrate UVSS devices at all identified locations with the SSMS.		
3	9	Required	General	Fully integrated billing and accounts receivable system		
4	9	Required	Reporting	The ability to generate custom reports.		
5	9	Required	Admin	Provide flexibility for system administrators to configure the system.		
6	9	Required	General	The SSMS should have an API that passes transaction details to include, at a minimum, the tare weight and gross weight for a given transaction number.		
7	11	Required	General	Comply with/conform to the Authority's existing scale equipment and indicators.		
8	11	Desired	Compatibility	Comply with/conform to the WIMS Central servers (HP Pro Liant DL 580 G8).		
9	11	Required	Compatibility	Support a number of input and output devices and traffic control devices, including control gates, loop detectors, video recorders and RFID readers common in the waste industry.		
10	11	Desired	Disaster Recovery	Support wired and wireless modems and/or routers for communication when circuits are down for credit card processing.		
11	11	Desired	General	Operate the scale SSMS, accept payment and generate weigh tickets with hand-held devices outside the scale house.		
12	11	Desired	General	Support input and output devices that function on off-grid power sources such as solar and diesel-powered supplies.		
13	11	Required	Compatibility	Comply with, support and control industry standard off-the-shelf peripherals such as printers, scanners, scale indicators, point-of-sale registers, credit card machines and signature capture tablets.		
14	11	Desired	Compatibility	Provide compatibility with IBM Cognos Business Intelligence.		
15	11	Desired	Compatibility	Provide and support a Cognos BI Catalog.		
16	11	Required	General	Run SSMS systems at the outlying facilities independently when necessary if, for example, communication with Central is down.		
17	11	Required	General	Capture transaction information from the outlying facilities and update a central database in real-time or near real-time.		

18	11	Required	General	Update remote systems from the central system in real-time or near real-time.		
19	12	Desired	Accounts Receivable	Allow customers to view their account status online.		
20	12	Desired	Accounts Receivable	Allow customers to pay their bills, including balances due online.		
21	12	Desired	Accounts Receivable	Send monthly invoices electronically.		
22	12	Desired	Accounts Receivable	Send scalehouse tickets electronically (individually or in batch)		
23	12	Required	Admin	Add or change Waste Types and Rates.		
24	12	Required	Admin	Add/change start and end dates for Waste Types and Rates.		
25	12	Required	Admin	Add or change tipping fee rates.		
26	12	Required	Admin	Add, maintain and update vehicle, trailer and container information such as license plate numbers, tare weights, decal numbers, etc.		
27	12	Required	Admin	Maintain customer account information.		
28	12	Required	Admin	Add or change special fees such as Unsecured Load or Special Service charges.		
29	12	Required	Contract Pricing	Facilitate contract pricing (special price for a specific customer/waste code that may or may not be limited by date range, total tonnage or total dollar amount, for example)		
30	12	Required	Contract Pricing	Set contract pricing limits by date range/tonnage/dollar amount		
31	12	Required	Transaction	Ensure the validity of the data entered into the system by the scale operator by preventing the input of invalid data using system defaults or system validation tools.		
32	12	Required	Transaction	Allow scale operators the option to include comments and to store those comments with the transaction record.		
33	12	Required	Transaction	Automate input of weights from the scale.		
34	12	Required	Transaction	Automate input of vehicle identifiers by use of transponder, barcode or other technology.		
35	12	Required	Transaction	Automate input of tare weights for vehicles/roll-offs for which a stored tare weight exists, and automate the input of weight from the indicator		
36	12	Required	Transaction	Automate calculation of fees and balance due on deposit, etc.		
37	12	Required	Transaction	Automate application of customer's contract pricing, if applicable.		

38	12	Required	Transaction	Handle tandem vehicles (interchangeable tractors and trailers) and capture both tractor and trailer identification and combined weights.			
39	12	Required	Accounts Receivable	Provide alerts on accounts that are in arrears or have been cancelled (e.g., customer cut off from using Authority facilities) pending payment or are on a cash only basis.			
40	12	Desired	Transaction	Allow weigh scale weights to interface and be visible on the scale camera and reviewable on the recording device.			
41	12	Required	Transaction	Provide the ability for the scale operator to recapture the weight.			
42	13	Desired	Transaction	Scan and store documents with the transaction record.			
43	13	Required	Transaction	View customer balance due at the scale house (preferably in real time).			
44	13	Required	Transaction	Automate input of photos of the vehicle.			
45	13	Desired	Transaction	Provide separate outside LED display for customer viewing.			
46	13	Required	General	Track and manage of the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system.			
47	13	Required	Transaction	Incorporate “direction” codes and record them with every transaction as an alternative to using different waste codes to distinguish between inbound, outbound and internal transfers.			
48	13	Required	Transaction	Use logic or preset defaults to automatically input direction codes, origination sectors and destination sectors.			
49	13	Required	Transaction	Differentiate between incoming and outgoing loads.			
50	13	Required	Transaction	Incorporate “origination” and “destination” codes and record them with every transaction.			
51	13	Required	Transaction	Restrict allowable waste types and origination/destination sectors by site using logic or preset defaults.			
52	13	Required	General	Handle Cash, Debit or Credit Card, Check and Account transactions (including swipe and chips cards).			
53	13	Required	Compatibility	Provide compatibility with industry standard peripherals necessary to facilitate the transactions in Requirement #52.			
54	13	Required	Fees	Accommodate charges by weight (pound or ton), by yard and for “each".			
55	13	Required	Fees	Accommodate “minimum charges” (e.g. $2.00 minimum)			
56	13	Required	Fees	Accommodate special surcharges (e.g. $10 unsecured load; $500 witness destruction; special handling).			
57	13	Required	Transaction	Print configurable scale ticket containing all industry standard information.			

58	13	Required	Transaction	Print default statement under the driver signature e.g., “Driver certifies that load is clean vegetation.”		
59	13	Required	Transaction	Include transaction date, weigh in and weigh out times using a 24-hour clock on both the scale ticket and in the transaction record.		
60	13	Required	Transaction	Print a scale ticket, at a minimum, the transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee.		
61	13	Required	Transaction	Include on the transaction record, at a minimum, the transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee.		
62	13	Required	Transaction	Include comments from the scale operator such as “You Must Weigh Out”.		
63	13	Required	Transaction	Capture electronic driver signature and put it on the scale ticket and store it in the transaction record.		
64	13	Required	Transaction	Print tickets on either preprinted forms or standard-sized paper.		
65	13	Required	Transaction	Store an electronic image of the scale ticket to eliminate the need to retain paper copies.		
66	13	Required	General	Manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system.		
67	13	Desired	Transaction	Compatibility with the Authority's existing security camera system		
68	14	Required	Security	Integrate with Windows Active Directory for permissions.		
69	14	Required	Security	Provide scale operator log on/log off password security.		
70	14	Required	Security	Provide secure encryption of all monetary and financial transactions, including compliance with the Payment Card Industry Data Security Standard for credit card transactions.		
71	14	Required	Security	Provide scale monitoring to ensure that all vehicles have a completed transaction, for example by logging “roll-throughs”.		
72	14	Desired	Security	Capture pictures of the truck and driver from various angles and store the photos with the transaction record.		
73	14	Required	Reporting	Produce both standard and custom reports.		
74	14	Required	Reporting	Provide scheduling, production and formatting of reports.		
75	14	Required	Reporting	Provide user-friendly, customizable reporting using standard desk top software or web-based tools.		
76	14	Required	Reporting	Export data to Microsoft Office programs.		

77	14	Required	UVSS	Provide UVSS Compatibility with the Authority's existing and proposed scale equipment and indicators.		
78	14	Required	UVSS	Provide UVSS compatibility with the proposed SSMS.		
79	14	Required	UVSS	Provide safe and convenient UVSS access to the drivers.		
80	14	Required	Admin	Add or change user-defined fields and the labels associated with such fields.		
81	14	Required	UVSS	Process transactions on UVSS with no scale operator intervention.		
82	14	Required	UVSS	Capture (UVSS) transaction information using radio frequency tags, remote optical scanners, keypads, or other similar technology.		
83	14	Required	UVSS	Handle tandem vehicles (tractor trailers) and capture both tractor and trailer identification (at UVSS).		
84	14	Required	Transaction	Ability to print custom messages on scale tickets.		
85	14	Required	Transaction	Ability to print multiple copies of scale ticket on demand at scalehouse.		
86	14	Required	Transaction	Ability to print copies of scale ticket on demand at the Administration office.		
87	14	Required	UVSS	Capture a minimum of 10 fields of data using customizable prompts to facilitate proper data input from the driver/scale operator using a keypad or other similar technology (at UVSS).		
88	15	Required	UVSS	Provide ease of administration and the ability to add or change user-defined fields including labels associated with such fields.		
89	15	Required	UVSS	Provide a (UVSS) viewing screen with a display that is visible in all levels of light from darkness to bright sunlight;		
90	15	Required	UVSS	Provide UVSS Ability to function in a harsh environment which includes but is not limited to sun, wind, rain, lightning, heat, cold, dust, grease, grime, vehicle exhaust, and repetitive use estimated at a minimum of 20,000 transactions per year per system.		
91	15	Required	UVSS	Provide appropriate integrated traffic control devices including stoplight indicators and/or gates (at UVSS).		
92	15	Optional	CSI	Deliver a sales order and billing process for recyclables that includes generation of sales orders, pick tickets, bills of lading, invoices and customer statements.		
93	15	Optional	CSI	Process long term contract sales orders with renewal fixed terms, floor and/or ceiling prices, price as a percentage of an index and retro pricing for loads picked up before a price can be established.		
94	15	Optional	CSI	Process monthly spot market sales orders with date sensitive pricing and the option to restrict pick dates for loads.		
95	15	Optional	CSI	Process ad hoc sales for excess material that is sold for a price that deviates from the contract or spot price.		

96	15	Optional	CSI	Create sales orders with the following attributes - Expected Ship Date, Buyer's Release Number (optional), Shipper's Name, Destination Mill Name and Price - actual or derived.		
97	15	Optional	UVSS	Process payments at UVSS as a future enhancement.		
98	15	Required	UVSS	Operate each UVSS (free-standing units) independently of other scales.		
99	15	Required	UVSS	Signal the driver to pull onto the unattended weigh scale using a stoplight indicator.		
100	16	Optional	CSI	Automatic input of tare weight for incoming loads from the scale using the SSMS to create a transaction ticket.		
101	16	Optional	CSI	Print a Pick ticket that authorizes the RMPF operator to load the truck.		
102	16	Optional	CSI	Retrieve the incoming transaction ticket data from the proposed SSMS including the transaction number and associated tare weight, customer number and name, and other pertinent data.		
103	16	Optional	CSI	Ability for the scale operator to enter the Sales Order number and Release number to retrieve the associated Sales Order data;		
104	16	Optional	CSI	Provide scale operator system functionality to update the shipper or other Authority-specific information, if necessary.		
105	16	Optional	CSI	Update the Pick ticket for outgoing loads with the Commodity loaded, Shipper's Truck and Trailer numbers, and number of bales, if any.		
106	16	Optional	CSI	Retrieve Pick ticket data associated with an outgoing load (Pick ticket number, Sales order number, SSMS transaction ticket number, etc.) to create and print a Bill of Lading (BOL);		
107	16	Optional	CSI	Print multiple copies of Bills of Lading.		
108	16	Optional	CSI	Automate input of gross weight from the scale to update the initial incoming SSMS transaction ticket.		
109	16	Optional	CSI	Retrieve data from the Pick ticket (Sales Order number, BOL number, etc.) for the scale operator to print the completed transaction ticket.		
110	16	Optional	CSI	Create and print invoices daily for commodity sales transactions using data from the respective Bill of Lading (corresponding Sales Order number, Sales Order date, Customer Account number and Name, and BOL number), net weight from the SSMS transaction record, and Customer Contract or Yellow Sheet pricing.		
111	16	Optional	CSI	Create and print a Pick ticket at the Administration office.		
112	16	Optional	CSI	Create and print the BOL at the Administration office for an existing Pick Ticket and its related SSMS transaction.		
113	16	Optional	CSI	Generate statements monthly or on demand.		

114	16	Optional	CSI	Maintain separate customer account numbers from the SSMS waste transactions.		
115	16	Optional	CSI	Process customer payments.		
116	17	Optional	CSI	Process accounts receivable functions, including positive and negative adjustments, reference table maintenance including customer accounts, commodity codes, and country codes.		
117	17	Required	General	Capture the stable gross weight or tare weight of the load on the attended weigh scale without intervention from the scale operator.		
118	17	Required	Transaction	Prompt the scale operator for, or otherwise acquire, the truck decal and trailer decal.		
119	17	Required	Transaction	Validate the truck and/or trailer decals against the SSMS database at the weigh scales.		
120	17	Required	Transaction	Display the associated customer name if valid at the attended weigh scales.		
121	17	Required	Transaction	Change (override) customer number at attended/unattended weigh scales when necessary.		
122	17	Required	Transaction	Prompt for the Driver ID when an Authority truck pulls onto the attended/unattended weigh scale.		
123	17	Required	Transaction	Prompt the scale operator for the waste type, origin of the waste type, and destination of the waste type.		
124	17	Required	Transaction	Systematically determine disposal fee based on standard tipping fee or contract pricing using pounds for incoming trucks.		
125	17	Required	Transaction	Systematically prompt cash customers for a deposit amount.		
126	17	Required	Transaction	Systematically prompt check paying customers for a check number.		
127	17	Required	UVSS	Display prompts and messages to the driver at unattended weigh scales in English and Spanish.		
128	18	Required	Security	Systematically record a “Roll-Through” and, at minimum, the date, time, site, weight and scale ID for trucks that drive over the scale without stopping.		
129	18	Required	UVSS	Systematically signal to the driver at the unattended device to pull onto the scale using a stoplight indicator.		
130	18	Required	UVSS	Prompt the driver at the unattended device for the preferred language, either English or Spanish.		
131	18	Required	UVSS	Prompt the Authority truck driver to enter his/her Driver ID at the unattended device.		
132	18	Required	UVSS	For non-Authority trucker at the unattended device, do not prompt for the Driver ID (and Driver ID shall be Null).		
133	18	Required	UVSS	Prompt the Authority truck driver at the unattended device to identify the waste type, sector of origin and sector of destination.		

134	18	Required	UVSS	Systematically convert the selected icon or button to the waste type identifiable by the SSMS.		
135	18	Required	UVSS	Automatically validate the weigh data against the SSMS database and display it on the screen.		
136	18	Required	UVSS	Give driver at the unattended device the opportunity to confirm the data entered and back up and re-enter the data.		
137	18	Required	UVSS	Capture the stable gross weight at the unattended device and calculate the net weight and display the gross weight, net weight, and tare weight results on the screen.		
138	18	Required	UVSS	Automatically terminate transactions at the Authority's transfer stations if the gross weight is over a specified limit.		
139	18	Required	UVSS	Print a ticket including at a minimum the date, time, transaction number, waste type, site, gross weight, tare weight and net weight.		
140	19	Required	UVSS	Signal the driver to exit the scale using a stoplight indicator after completion of transaction.		
141	19	Required	UVSS	Provide the driver the option to cancel/void the transaction from any screen.		
142	19	Required	UVSS	Systematically pass the driver ID, truck decal, associated decal (if any), gross weight and cancel flag to the SSMS.		
143	19	Required	UVSS	Record the cancelled transaction as a Roll-Through transaction and return to the start of the input session.		
144	19	Required	UVSS	Automatically reset the unattended unit for the next truck when the scale goes to zero.		
145	19	Required	Accounts Receivable	Print customizable monthly statements of account to include but not limited to: Customer name, Contact, Remittance Address, Billing Address, Previous Balance, Finance Charges, Detailed new monthly charges, Total Balance Due and a customizable message field.		
146	19	Desired	Accounts Receivable	Print all monthly statements only for accounts exceeding a user-defined threshold.		
147	19	Required	Admin	Make adjustments to transaction record (customer number, tonnage, destination, etc.)		
148	19	Required	Accounts Receivable	Provide a clear audit trail from source documents like scale tickets to transactions posted in the database.		
149	19	Required	Accounts Receivable	Apply credit limits and/or require pre-payment balances (deposits) to customers.		
150	19	Required	Accounts Receivable	Track tonnage and debit/credit activity for “no charge” accounts.		
151	19	Required	Accounts Receivable	Track charges not related to scale activity (finance charges, etc).		

152	19	Required	Accounts Receivable	Set different fees for different waste types.		
153	19	Required	Accounts Receivable	Process partial payments, overpayments and both positive and negative adjustments.		
154	19	Required	UVSS	Set the scale to zero at the end of a transaction or when a truck pulls off of the scale without completing a transaction.		
155	20	Required	Accounts Receivable	Provide pre-pay and installment terms of payment.		
156	20	Required	Accounts Receivable	Provide multiple ways to apply payments; by charge, by “oldest” open items and by specific invoice(s).		
157	20	Required	Admin	Allow easy reprint, edit, void and audit functions for scale tickets.		
158	20	Required	Reporting	Provide dynamic reporting functionality.		
159	20	Required	Reporting	Provide on-line drill down capability.		
160	20	Desired	Security	Provide workflow approval process functionality to regulate reversal and refund procedures.		
161	20	Required	Security	Require supervisor approval and documentation for voided transactions.		
162	20	Required	Security	Apply security settings at a group or user level.		
163	20	Required	Security	Apply "granular" permissions for each user such as only allowing a user to run reports.		
164	20	Required	Security	Report on user activities and/or changes to customer or other reference tables.		
165	27	Optional	UVSS	Allow tractor trailer driver to complete UVSS transactions without exiting the cab of the truck.		

EXHIBIT "G"

Monthly Subcontractor/Supplier Utilization Report

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period:	S/M/WBE Contract Goal:	Contract Completion Date:
	_____ to _____		
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Equal Business Opportunity Program at (561) 640-4000.

ROLE	*FEDERAL IDENTIFICATION NUMBER*	*BUSINESS NAME*	*S/M/WBE CERTIFIED (Y/N)*	*DESCRIPTION OF WORK*	*TOTAL PROJECT AMOUNT*	*AMOUNT PAID DURING REPORTING PERIOD*	*INVOICE #*	*TOTAL PAID TO DATE*
PRIME CONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*

EXHIBIT "G"

Monthly Subcontractor/Supplier Utilization Report

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Equal Business Opportunity Program at (561) 640-4000.

ROLE	*FEDERAL IDENTIFICATION NUMBER*	*BUSINESS NAME*	*S/M/WBE CERTIFIED (Y/N)*	*DESCRIPTION OF WORK*	*TOTAL PROJECT AMOUNT*	*AMOUNT PAID DURING REPORTING PERIOD*	*INVOICE #*	*TOTAL PAID TO DATE*
PRIME CONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					*$*	*$*		*$*
SUBCONTRACTOR					$	$		$
SUBCONTRACTOR					$	$		$
SUBCONTRACTOR					$	$		$
SUBCONTRACTOR					$	$		$
SUBCONTRACTOR					$	$		$
				Total Paid to Date for All Subcontractors	$	$		*$*

SECTION III - AFFIDAVIT

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel (Signature)	Prime Contractor Authorized Personnel (Print)	Title	Date

EXHIBIT "G"

Monthly Subcontractor/Supplier Utilization Report

Please review instructions to complete this form.

SECTION I : GENERAL INFORMATION

1. Project Name: Enter the entire name of the Project.
2. Contract Number (work order): Enter the Authority contract number and work order number
3. Report Number: Enter the Monthly Subcontractor/Supplier Utilization Report number.
4. Reports must be in a numerical series (i.e., 1, 2, and 3).
5. Reporting Period: Enter the beginning and end dates for which this report covers (i.e., 06/01/2019-07/01-2019)
6. S/M/WBE Contract Goal: Enter the S/M/WBE Contract Goal on entire contract.
7. Contract Completion Date: Enter the expiration date of the contract, (not work order).
8. Prime Contractor Name: Enter the complete legal business name of the Prime Contractor.
9. Prime Contractor Street Address: Enter the mailing address of the Prime Contractor.
10. Prime Contractor Phone Number: Enter the telephone number of the Prime Contractor.
11. Prime Contractor Email Address: Enter the email address of the Prime Contractor.
12. Project Manager (PM) Name: Enter the name of the Project Manager for the Prime Contractor on the project.
13. PM Telephone Number: Enter the direct telephone number of the Prime Contractor's Project Manager.
14. PM Email Address: Enter the email address of the Prime Contractor's Project Manager.

SECTION II : UTILIZATION INFORMATION

15. Federal Identification Number: Enter the Federal Identification Number of the Subcontractor/Supplier(s)
16. Business Name: Enter the complete legal business name of the Subcontractor/Supplier(s)
17. S/M/WBE Certified (Yes/No): Enter "yes" or "no" to indicate if the subcontractor is S/M/WBE Certified
18. Description of Work: Enter the type of work being performed by the Subcontractors/Supplier(s) (i.e., electrical services).
19. Total Project Amount: Enter the dollar amount allocated to the Subcontractors/Supplier(s) for the entire project (i.e., amount in the subcontract agreement).
20. Amount Paid During Reporting Period: Enter the total amount paid to the Subcontractor/Supplier(s) during the reporting period.
21. Invoice Number: Enter the Subcontractor/Supplier's invoice number related to the payment reported this period.
22. Total Paid (to Each Subcontractor) to Date: Enter the total amount paid to the Subcontractor/Supplier(s) to date.
23. Total Paid to All Subcontractors to Date: Enter the total amount paid to all subcontractors during reporting period.

SECTION III: AFFIDAVIT

24. Affidavit: Statement attesting to the contents of the report.
25. Prime Contractor Name Authorized Personnel (signature): Signature of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
26. Prime Contractor Name Authorized Personnel (print): Printed name of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
27. Title: Enter the title of authorized employee completing the Monthly Subcontractor/Supplier Utilization Report.
28. Date: Enter the date of submission of the Subcontractor Utilization Report to the Authority.

EXHIBIT "H"

Change To Utilization Plan

SOLICITATION INFORMATION	
Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity Office (EBO) for the contract listed below.	
Name of Prime Contractor:	
Contract Name:	

ORGANIZATION STATUS

All sections of the following table must be completed.

Role	Name of Firm	Certifications (S/M/WBE)			New*/Remove**/Change Value	Estimated Total Contract Value ($)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB						$		
SUB						$		
SUB						$		
SUB						$		
SUB						$		

**IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACHED DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.

Note: If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

JUSTIFICATION FOR ALL CHANGES TO UTILIZATION

BIDDER/PROPOSER SIGNATURE

I hereby affirm that the above information is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed new Subcontractors/Suppliers confirming their intent to perform the scope of work for the price indicated above. All Subcontractors/Suppliers removed or reduced in dollar value have been notified of the change in writing. I understand and agree that if this change to utilization is approved, this document shall be attached there to and become a binding part of the contract.

Prime Contractor's Authorized Agent	Name (Print)	Date
Equal Business Opportunity Office	Sign & Date	Approved/Denied

EXHIBIT "I"

Post-Award Vendor Subcontracting Waiver Request

DATE: _____

CONTRACT INFORMATION					
Contract Title:					
Contract #:					
Prime Contractor:					
Contact Person:		Phone #:		Email:	

RATIONALE FOR WAIVER	
The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a *change to the Utilization Plan* (if not previously submitted) with this *Post-Award Subcontracting Waiver Request Form*.	
1a. Select the statement below that best explains why the required subcontracting goal(s) were not met: (Check all that apply)	
	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met
	The Authority issued a change order that required expedited completion of the scope of work, and causing the subcontracting goal(s) to not be met
	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work
	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Equal Business Opportunity Program Policy and could not be replaced with another S/M/WBE that could perform the scope of work
	There were other issue(s) that resulted in the subcontracting goal(s) not being met

1b. In the box below, please provide further detail for each statement selected above.

2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all support documentation (i.e. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from the S/M/WBE subcontractor(s). (Attach additional page, if necessary.)

EXHIBIT "I"

Post-Award Vendor Subcontracting Waiver Request

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)	
	Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project
	Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors
	Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others
	Other:
	N/A – No Good Faith Effort attempted
3b. In the box below, please provide further details for each statement selected above and attached support documentation.	

AFFIRMATION

The undersigned does hereby declare that the statements contained herein and all documentation provided are true, accurate and complete and include all material information necessary to determine compliance with the Equal Business Opportunity Program Policy.

Signature	Name & Title (Print)

FOR EBO USE ONLY

	Waiver Status:	☐ Approved ☐ Denied
Signature		
Name & Title (Print)	Date:	

YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

ADDENDUM NO. 1

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM

RFP No. 19-202/DL NOVEMBER 2, 2018

This Addendum to the specifications and contract documents is issued to provide additional information and clarification to the original RFP's scope of services and proposal form and is hereby declared a part of the original scope of services and contract documents. In case of a conflict, this Addendum shall govern.

PROPOSERS shall acknowledge receipt of this Addendum by inserting this Addendum Number and Date issued within Proposal Form 1 – Transmittal Letter located within the original RFP document. Failure to do so may be cause for the PROPOSER to be rendered as non-responsive.

REMINDER:
REVISED SUBMISSION DUE DATE: JANUARY 14, 2019
SUBMISSION DEADLINE: 2:00PM
LOCATION: SOLID WASTE AUTHORITY ADMINISTRATION BUILDING

1. As a result of the Pre-Proposal conference held yesterday, Thursday, November 1, 2018; the Procurement Schedule in accordance with Item #5 of the General Information (pg. 1) has been changed (highlighted) as follows:

TABLE 1 – PROCUREMENT SCHEDULE

NO.	ACTIVITY	DATE
1	Issue RFP	October 19, 2018
2	Non-mandatory Pre-Proposal Conference	November 1, 2018
3	Last Date for Authority to Receive Questions on RFP	November 15, 2018
4	Last Date for Authority to Issue Addendum in Response to Questions	December 6, 2018
5	Proposal Submission Due Date	January 14, 2019
6	Selection Committee Meeting, tentative date	January 22, 2019
7	On-site Demonstrations/Oral Presentations, tentative date	February 14, 2019

2. Copies of the Sign-In Sheets from the Pre-Proposal Conference held on November 1, 2018 are hereby attached.

ALL ELSE REMAINS THE SAME

Diane LeRay
Diane LeRay, CPPO, CPPB
Procurement Manager

NON-MANDATORY PRE-PROPOSAL CONFERENCE
SWA STAFF ONLY

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT & ACCOUNTS RECEIVABLE SYSTEM
RFP No. 19-202/DL

DATE: November 1, 2018 **TIME: 10:00 AM**

NAME	SWA Dept/SWA Rep.	PHONE	E-MAIL
DIANE LERAY	PURCHASING	561-640-4000	dleray@swa.org.
Dan Pellowitz	Exec.	" "	dpellowitz@swa.org.
SHIRLEY MCCLAREN	IT	561-640-4000	smclaren@swa.org
STEVEN PARRIS	FINANCIAL SVCS	561-398-8193	sparris@swa.org
Saundra Brady	PUR	561-640-4000	Sbrady@swa.org
PAUL DUMARS	EXEC	561-640-4000	pdumars@SWA.org
Colleen M Robbs	EIBO	561-640-4000	crobbs@swa.org
BRITTANY JENKINS	Finance	561-640-4000	bjenkins@swa.org
CRYSTAL ONECLE	FINANCE	561-640-4000	Coneckle@swa.org
Jacqueline Orange	FINANCE	561-~~640-4000~~	~~jorange@swa.org~~ jorange@swa.org
Gina Shearer	Finance	561)640-4000 ext 4534	gshearer@swa.org
Michele May	Finance	561-640-4000	mmay@swa.org
Marsha Lotterle	Finance	561-~~640~~-4000 ext 4545	mlotterle@swa.org

SIGN-IN SHEET

NON-MANDATORY PRE-PROPOSAL CONFERENCE

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MGMT AND ACCOUNTS RECEIVABLE SYSTEM

RFP NO. 19-202/DL

DATE: November 1, 2018 **TIME: 10:00 A.M.**

NAME *(Please Print)*	COMPANY NAME *(Please Print)*	PHONE NO.	E-MAIL ADDRESS
Jackie Barlow, II	Paradigm Software	410-329-1300	jackie.barlow@paradigmsoftware.com
MAX SMITH	METTLER TOLEDO	813-731-5478	max.SMITH@MT.com
Lorna Andersen	Greywood Consulting Corp.	678 612 2446	lorna.andersen@greywood.us

YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

ADDENDUM NO. 2

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM

RFP No. 19-202/DL December 6, 2018

This Addendum to the specifications and contract documents is issued to provide additional information and clarification to the original RFP's scope of services and proposal form and is hereby declared a part of the original scope of services and contract documents. In case of a conflict, this Addendum shall govern.

PROPOSERS shall acknowledge receipt of this Addendum by inserting this Addendum Number and Date issued within Proposal Form 1 – Transmittal Letter located within the original RFP document. Failure to do so may be cause for the PROPOSER to be rendered as non-responsive.

REMINDER:
SUBMISSION DUE DATE: JANUARY 14, 2019
SUBMISSION DEADLINE: 2:00PM
LOCATION: SOLID WASTE AUTHORITY ADMINISTRATION BUILDING

1. Responses to questions received prior to November 15, 2018 are as follows:

Q.1: There are multiple "desired" but not "required" items. We didn't see where points are withdrawn for not providing responses. Is consideration provided for positive responses to these items?

A.1 The instructions for completing the requirements checklist can be found in Part VI on page 28. Item 8 defines four possible responses. No response is equivalent to the 4th option – "CANNOT MEET". The 4 options listed were meant to be all inclusive. However, if you have a 'positive response' that is not addressed in options 1, 2 or 3, then please write it into the comments section provided for each applicable requirement.

Q.2: Reference: PART II: STATEMENT OF WORK
Introduction and Background Information, Page 9, Current Operating Procedures A2, Paragraph #1: "Customers with no established accounts pay a deposit at weigh-in and settle up when they weigh out at the outgoing scale house…..etc. *QUESTION*: How is this deposit calculated? Is there a formula? Is it a flat rate?

A.2 The Weighmaster estimates the deposit based on waste type and volume. This method is acceptable in the new solution. However, options and recommendations are encouraged. Currently, a deposit is determined and collected upon entering the facility and the amount is documented in the system. Once the customer disposes of the load the customer must return to the scale house to determine the tare weight needed to complete the transaction.

Q.3: Reference: PART II: STATEMENT OF WORK
Current Operating Procedures, Page 10, A5, Paragraph #2: BPF application:
QUESTIONS: In order to Pass Data to this system, please provide all technical details to do so. What kind of import will it accept from a 3rd party application? Please provide response as if your own programmers were trying to integrate with it?

A.3 Currently, the Authority does not have functionality to accept data from third-party applications. BPF application connects to WIMS database directly to get the required data. Instead of passing data, we prefer the Proposers to allow BPF Inventory system to connect to the SSMS database. So that the Authority can update BPF inventory system to query SLUDGE transaction details from SSMS database.

Q.4: Reference: PART II: STATEMENT OF WORK:
Current Operating Procedures, Page 11, A7, Accounts Receivable:
QUESTION: Will the county accept a fully integrated 3rd party Accounts Receivable solution?

A.4 The Solid Waste Authority will accept 3rd party options to meet the requirements detailed in 'EXHIBIT F – REQUIREMENTS CHECKLIST'. However, the quality of the 3rd party option will depend on several factors, including – Degree of integration – Is it seamless? Does it require multiple interfaces? Maturity of 3rd party relationship – The length reflects on product stability. References – Are references running the 3rd party option provided?

Q.5: Reference:
PART II: STATEMENT OF WORK CURRENT SYSTEM – WIMS
Page 12, B4: *QUESTION:* Please define clearly "decals".

A.5 Decals are unique 5-digit numbers that identify detailed information about the vehicle and customer including the tare weight. If the vehicle has a trailer, container or roll-off, that 'associated' unit also has a unique 5-digit number. The WIMS system automatically adds the 2 tare weights together to determine the net weight for the transaction and calculates the tipping fee based on the waste type. Currently, there are 9,700 active vehicle/truck decals and 18,000 active 'associated' decals in WIMS. This 5-digit number is also a sticker on the vehicle/associated (below - #67472). The weighmaster manually keys the 5-digit number into the WIMS system. Conversion to barcoded decals would be ideal. However, not all vehicles have decals. In that case, a generic number is used to process the transaction and the customer must return to the scale house after dumping the debris to determine the tare weight needed to complete the transaction (related to question #2 regarding "deposits").



Q.6: Reference: Unattended Vehicle Scale System (UVSS) 5), page 13
QUESTION: How many Transcore readers do you have? Do you want to try to use them or replace them? How many Transponders do you have? Do you need any additional?

A.6 Total number of TransCore readers that the Authority has related to UVSS itself is 8. Additionally, the Authority has two (2) TransCore readers that were added to UVSS systems at Landfill and Plant to operate entrance gates. The Authority prefers to use them if they are compatible with proposed system. Also, the Authority is open to replace them if the other model readers works better with proposed system. The Authority has about 200 Transponders installed on vehicles. The Authority does not need additional Transponders. The Authority buys them directly from TransCore.

Q.7: Reference: Section 2.2, SCOPE OF WORK, Section B, 2, Page 15:
QUESTIONS: Please define (6) years of existing data to be converted to new system. Is this (6) years of Transactions? Can you export the transactions into a CVS format? Or provide other formats you can provide?

A.7 Yes, the Authority would like to migrate 6 years of transactions and its related data that is tip fee rates, customer data including their deposits, charges, credit memos, debit memos and payments, statement summary, truck and trailer details etc. Yes, the Authority can export the transactions into CSV format or any other delimited format.

Q.8: Reference: Section 2.2, SCOPE of WORK, Section B, 5, paragraph 1, Page 16:
QUESTION: Please provide 2 or 3 examples of what you mean by: "The system should provide features to ensure the validity of the data entered into the system by the Weighmaster by preventing the input of invalid data."

A.8 Valid waste types and location codes are defined in the system. Transaction data entered into the system cannot use codes that are not defined in the system tables. Further customization would also be beneficial. The ability to restrict certain codes by waste type or site. For example, Sludge waste type is only accepted at our Biosolids Facility. Recycling is not accepted at our Plant. Also, having default values that can be overridden such as defaulting incoming waste to the site location.

Q.9: Reference: SAME as above, regarding: Additional desired features include, Bullet #4:
QUESTION: Can your existing security camera system accept ONVIF protocol with Static IP addresses?

A.9 Bullet #4 referenced in this question will be removed from the RFP. The solution provided must include the camera and recording device hardware as outlined in section 3.2.6 TECHNICAL, D "Proposed System", "This overview shall address the SSMS and UVSS hardware, drawings or schematics or the proposed hardware/equipment, software and associated hardware and peripherals…". There will be no integration with the existing security camera system.

Q.10: Reference: Section 2.2, SCOPE OF WORK, Section B, 7, Transaction Types on Page 17:
QUESTION: Do you want to keep your current credit card service merchant vendor? If so, we need your vendor's name with a telephone and email contact, please. If not, are you willing to accept our recommendation?

A.10 The Authority does not accept credit cards at this time although our current banking relationship is with Bank of America. Recommendations will be considered.

Q.11: Reference: Section 2.2, UNATTENDED VEHICLE SCALE SYSTEM REPLACEMENT, Section 11, Page 19, last bullet, "The potential to accept payment as a future enhancement is desired, but not required."
QUESTIONS: Does this include CASH as well as CREDIT CARD?

A.11 CASH payments at the UVSS is not required.

Q.12: Same as above, last paragraph in the section:
QUESTIONS: Why do you mention that drivers may not be able to exit their vehicles? You don't want them to, do you? Why would they need to?

A.12 That statement was for informational purposes. Some similar agencies require the driver to exit the vehicle. However, all of the Authority's scale houses and UVSS units, are constructed so that the driver remains in the vehicle. All interaction takes place through the scale house window with a weighmaster or at the UVSS unit.

Q.13: *General Question*: Do you need new poles, mounting brackets, concrete pads, bollards…for UVSS?

A.13 At this time, the Authority does not anticipate the need for new poles. The Authority may need the brackets to mount the new terminals of the proposed system.

Q.14a: Reference: CSI System Questions regarding interfacing with existing system:
QUESTIONS: 1. How does the CSI system retrieve data from the current system, through a Web service?

A.14a The Authority does not use web services. CSI system is written to switch the connection to WIMS database to retrieve required data and closes connection. The Authority could communicate same way if the Proposer could allow direct connection to the SSMS database to query required data.

Q.14b: Reference: CSI System Questions regarding interfacing with existing system:
QUESTIONS: 2. Can the CSI system be configured to use a different URL to retrieve data? Can we see an example of the URL format with any parameters, also an example of the output data formatting.

A.14b The Authority does not use web services. The Authority could update the CSI system to consume web service to retrieve data if the Proposer do not allow direct connection to SSMS database.

Q.14c: Reference: CSI System Questions regarding interfacing with existing system:
QUESTIONS: 3. The Overview talks about retrieving the minimum information for a specific Transaction: Customer Number, Commodity name, Gross, Tare, and Net Weights. Other than retrieving data are there any other operations expected in the interface.

A.14c No other operations are expected in the interface other than retrieving required data.

Q.15a: Reference: Requirements Checklist – Exhibit F <u>#6: Regarding API,</u>
QUESTIONS: Are you looking for the ability to query the SQL database, REST service, or exactly what?

A.15a Yes, the Authority wants to connect to the SSMS SQL database to query required data for the application. Alternatively, the Authority wants REST web service with the ability to return transaction details for the requests.

Q.15b: Reference: Requirements Checklist – Exhibit F #159: Regarding Drill down on Reports
QUESTIONS: Could you please provide a couple of examples to show how far and what fields you need for drilling down?

A.15b Generally, the Authority wants to drill down from transaction amounts to see digitally stored images of source documents. A primary example would be to view an online amount for a scale transaction and be able to click on the value until we see the load ticket and any attachments. Another example would be to run a standard, delivered

on line query and be able to drill down from a summarized value by location or waste type and see the granular details for the summarized value. This is functionality the Authority currently does not have.

2. Part II – Statement of Work, Section 2.2 "Scope of Work", B. 5), Bullet #4: The verbiage, "Provide compatibility with the AUTHORITY's existing security camera system" has been removed from the RFP document. See attached revised document named REV-16-.

3. Exhibit F – Requirements Checklist has been revised. See attached revised document named REV-29- thru REV-37. The instructions for completing Requirements Checklist on page 28 of the RFP remains the same.

ALL ELSE REMAINS THE SAME

Diane LeRay
Diane LeRay, CPPO, CPPB
Procurement Manager

4) Central Operations and Administrative Capabilities: The SSMS must provide a fully integrated Accounts Receivable and Billing capability. Several desired features include:
    - The ability for customers to view their account status online;
    - The ability for customers to pay their bills, including balances due, online;
    - The ability to send invoices electronically

    The SSMS must have the ability to provide office staff to adequately maintain the customer tables, truck tables, associated (trailers and roll-offs) tables and tipping fee tables necessary to manage the business. The system should also provide ease of administration and the ability to add or change user-defined fields and the labels associated with such fields. The system should provide full flexibility to accomplish the following:
    - Add or change Waste Types and Rates and to establish start and end dates for Waste Types and Rates;
    - Add or change tipping fee rates;
    - Add, maintain and update vehicle, trailer and container information, such as license plate numbers, tare weights, decal numbers, etc.;
    - Maintain customer account information;
    - Add or change special fees, such as Unsecured Load or Special Service charges.
    - Manage "contract pricing", including the ability to set limits by date range and/or volume;

5) Scale House Operations: The SSMS must provide a user-friendly and efficient interface for the Weighmaster with a minimum number of keystrokes or touch screen entries. The system should provide features to ensure the validity of the data entered into the system by the Weighmaster by preventing the input of invalid data. In an effort to eliminate the need to retain copies of paper tickets, the AUTHORITY desires the ability for Weighmasters to include comments if necessary and to store those comments with the transaction record. The system should include features to reduce Weighmaster manual entry such as:
    - Automate input of weights from the scale;
    - Automate input of vehicle identifiers by use of transponder, barcode, or other technology;
    - Automate input of tare or gross weights;
    - Automate calculation of fees, balance due on deposit, etc.;
    - Automate application of customer's contract pricing, if applicable;
    - Send scale house tickets electronically or in batch;
    - Handle tandem vehicles (interchangeable tractors and trailers) and capture both tractor and trailer identification;
    - Provide alerts on accounts that are in arrears or have been cancelled (e.g., customer cut off from using AUTHORITY facilities) pending payment or are on a cash only basis;
    - Ability for the Weighmaster to recapture the weight.

    Additional desired features include:
    - Allow weigh scale weights to interface and be visible on the scale camera and reviewable on the recording device;
    - View customer balance due at the scale house (preferably in real time);
    - Automate input of photos of the vehicle;
    - ~~Provide compatibility with the AUTHORITY's existing security camera system~~;
    - Provide separate outside LED display for customer viewing;

Req #	Priority	Process	Requirement Description	Response	Comments
1	Required	General	Comply with U.S. weights and measures laws, regulations, and standards and all audit standards.		
2	Required	UVSS	Integrate UVSS devices at all identified locations with the SSMS.		
3	Required	General	Fully integrated billing and accounts receivable system		
4	Required	Reporting	The ability to generate custom reports.		
5	Required	Admin	Provide flexibility for system administrators to configure the system.		
6	Desired	General	The SSMS should have an API that passes transaction details to include, at a minimum, the tare weight and gross weight for a given transaction number.		
6a	Required	General	The SSMS should allow CSI application connect to SSMS database.		
6b	Required	General	The SSMS should allow BPF application connect to SSMS database.		
7	Required	General	Comply with/conform to the Authority's existing scale equipment and indicators.		
8	Desired	Compatibility	Comply with/conform to the WIMS Central servers (HP Pro Liant DL 580 G8).		
9	Required	Compatibility	Support a number of input and output devices and traffic control devices, including control gates, loop detectors, video recorders and RFID readers common in the waste industry.		
10	Desired	Disaster Recovery	Support wired and wireless modems and/or routers for communication when circuits are down for credit card processing.		
11	Desired	General	Operate the scale SSMS, accept payment and generate weigh tickets with hand-held devices outside the scale house.		
12	Desired	General	Support input and output devices that function on off-grid power sources such as solar and diesel-powered supplies.		
13	Required	Compatibility	Comply with, support and control industry standard off-the-shelf peripherals such as printers, scanners, scale indicators, point-of-sale registers, credit card machines and signature capture tablets.		
14	Desired	Compatibility	Provide compatibility with IBM Cognos Business Intelligence.		
15	Desired	Compatibility	Provide and support a Cognos BI Catalog.		
16	Required	General	Run SSMS systems at the outlying facilities independently when necessary if, for example, communication with Central is down.		

17	Required	General	Capture transaction information from the outlying facilities and update a central database in real-time or near real-time.		
18	Required	General	Update remote systems from the central system in real-time or near real-time.		
19	Desired	Accounts Receivable	Allow customers to view their account status online.		
20	Desired	Accounts Receivable	Allow customers to pay their bills, including balances due online.		
21	Desired	Accounts Receivable	Send monthly invoices electronically.		
22	Desired	Accounts Receivable	Send scalehouse tickets electronically (individually or in batch)		
23	Required	Admin	Add or change Waste Types and Rates.		
24	Required	Admin	Add/change start and end dates for Waste Types and Rates.		
25	Required	Admin	Add or change tipping fee rates.		
26	Required	Admin	Add, maintain and update vehicle, trailer and container information such as license plate numbers, tare weights, decal numbers, etc.		
27	Required	Admin	Maintain customer account information.		
28	Required	Admin	Add or change special fees such as Unsecured Load or Special Service charges.		
29	Required	Contract Pricing	Facilitate contract pricing (special price for a specific customer/waste code that may or may not be limited by date range, total tonnage or total dollar amount, for example)		
30	Required	Contract Pricing	Set contract pricing limits by date range/tonnage/dollar amount		
31	Required	Transaction	Ensure the validity of the data entered into the system by the scale operator by preventing the input of invalid data using system defaults or system validation tools.		
32	Required	Transaction	Allow scale operators the option to include comments and to store those comments with the transaction record.		
33	Required	Transaction	Automate input of weights from the scale.		
34	Required	Transaction	Automate input of vehicle identifiers by use of transponder, barcode or other technology.		
35	Required	Transaction	Automate input of tare weights for vehicles/roll-offs for which a stored tare weight exists, and automate the input of weight from the indicator		
36	Required	Transaction	Automate calculation of fees and balance due on deposit, etc.		

37	Required	Transaction	Automate application of customer's contract pricing, if applicable.		
38	Required	Transaction	Handle tandem vehicles (interchangeable tractors and trailers) and capture both tractor and trailer identification and combined weights.		
39	Required	Accounts Receivable	Provide alerts on accounts that are in arrears or have been cancelled (e.g., customer cut off from using Authority facilities) pending payment or are on a cash only basis.		
40	Desired	Transaction	Allow weigh scale weights to interface and be visible on the scale camera and reviewable on the recording device.		
41	Required	Transaction	Provide the ability for the scale operator to recapture the weight.		
42	Desired	Transaction	Scan and store documents with the transaction record.		
43	Required	Transaction	View customer balance due at the scale house (preferably in real time).		
44	Required	Transaction	Automate input of photos of the vehicle.		
45	Desired	Transaction	Provide separate outside LED display for customer viewing.		
46	Required	General	Track and manage of the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system.		
47	Required	Transaction	Incorporate "direction" codes and record them with every transaction as an alternative to using different waste codes to distinguish between inbound, outbound and internal transfers.		
48	Required	Transaction	Use logic or preset defaults to automatically input direction codes, origination sectors and destination sectors.		
49	Required	Transaction	Differentiate between incoming and outgoing loads.		
50	Required	Transaction	Incorporate "origination" and "destination" codes and record them with every transaction.		
51	Required	Transaction	Restrict allowable waste types and origination/destination sectors by site using logic or preset defaults.		
52	Required	General	Handle Cash, Debit or Credit Card, Check and Account transactions (including swipe and chips cards).		
53	Required	Compatibility	Provide compatibility with industry standard peripherals necessary to facilitate the transactions in Requirement #52.		
54	Required	Fees	Accommodate charges by weight (pound or ton), by yard and for "each".		
55	Required	Fees	Accommodate "minimum charges" (e.g. $2.00 minimum)		
56	Required	Fees	Accommodate special surcharges (e.g. $10 unsecured load; $500 witness destruction; special handling).		
57	Required	Transaction	Print configurable scale ticket containing all industry standard information.		

58	Required	Transaction	Print default statement under the driver signature e.g., “Driver certifies that load is clean vegetation.”		
59	Required	Transaction	Include transaction date, weigh in and weigh out times using a 24-hour clock on both the scale ticket and in the transaction record.		
60	Required	Transaction	Print a scale ticket, at a minimum, the transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee.		
61	Required	Transaction	Include on the transaction record, at a minimum, the transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee.		
62	Required	Transaction	Include comments from the scale operator such as “You Must Weigh Out”.		
63	Required	Transaction	Capture electronic driver signature and put it on the scale ticket and store it in the transaction record.		
64	Required	Transaction	Print tickets on either preprinted forms or standard-sized paper.		
65	Required	Transaction	Store an electronic image of the scale ticket to eliminate the need to retain paper copies.		
66	Required	General	Manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system.		
67	Desired	Transaction	Compatibility with the Authority's existing security camera system		
68	Required	Security	Integrate with Windows Active Directory for permissions.		
69	Required	Security	Provide scale operator log on/log off password security.		
70	Required	Security	Provide secure encryption of all monetary and financial transactions, including compliance with the Payment Card Industry Data Security Standard for credit card transactions.		
71	Required	Security	Provide scale monitoring to ensure that all vehicles have a completed transaction, for example by logging “roll-throughs”.		
72	Desired	Security	Capture pictures of the truck and driver from various angles and store the photos with the transaction record.		
73	Required	Reporting	Produce both standard and custom reports.		
74	Required	Reporting	Provide scheduling, production and formatting of reports.		
75	Required	Reporting	Provide user-friendly, customizable reporting using standard desk top software or web-based tools.		
76	Required	Reporting	Export data to Microsoft Office programs.		
77	Required	UVSS	Provide UVSS Compatibility with the Authority's existing and proposed scale equipment and indicators.		

78	Required	UVSS	Provide UVSS compatibility with the proposed SSMS.		
79	Required	UVSS	Provide safe and convenient UVSS access to the drivers.		
80	Required	Admin	Add or change user-defined fields and the labels associated with such fields.		
81	Required	UVSS	Process transactions on UVSS with no scale operator intervention.		
82	Required	UVSS	Capture (UVSS) transaction information using radio frequency tags, remote optical scanners, keypads, or other similar technology.		
83	Required	UVSS	Handle tandem vehicles (tractor trailers) and capture both tractor and trailer identification (at UVSS).		
84	Required	Transaction	Ability to print custom messages on scale tickets.		
85	Required	Transaction	Ability to print multiple copies of scale ticket on demand at scalehouse.		
86	Required	Transaction	Ability to print copies of scale ticket on demand at the Administration office.		
87	Required	UVSS	Capture a minimum of 10 fields of data using customizable prompts to facilitate proper data input from the driver/scale operator using a keypad or other similar technology (at UVSS).		
88	Required	UVSS	Provide ease of administration and the ability to add or change user-defined fields including labels associated with such fields.		
89	Required	UVSS	Provide a (UVSS) viewing screen with a display that is visible in all levels of light from darkness to bright sunlight;		
90	Required	UVSS	Provide UVSS Ability to function in a harsh environment which includes but is not limited to sun, wind, rain, lightning, heat, cold, dust, grease, grime, vehicle exhaust, and repetitive use estimated at a minimum of 20,000 transactions per year per system.		
91	Required	UVSS	Provide appropriate integrated traffic control devices including stoplight indicators and/or gates (at UVSS).		
92	Optional	CSI	Deliver a sales order and billing process for recyclables that includes generation of sales orders, pick tickets, bills of lading, invoices and customer statements.		
93	Optional	CSI	Process long term contract sales orders with renewal fixed terms, floor and/or ceiling prices, price as a percentage of an index and retro pricing for loads picked up before a price can be established.		
94	Optional	CSI	Process monthly spot market sales orders with date sensitive pricing and the option to restrict pick dates for loads.		
95	Optional	CSI	Process ad hoc sales for excess material that is sold for a price that deviates from the contract or spot price.		
96	Optional	CSI	Create sales orders with the following attributes - Expected Ship Date, Buyer's Release Number (optional), Shipper's Name, Destination Mill Name and Price - actual or derived.		
97	Optional	UVSS	Process payments at UVSS as a future enhancement.		

98	Required	UVSS	Operate each UVSS (free-standing units) independently of other scales.		
99	Required	UVSS	Signal the driver to pull onto the unattended weigh scale using a stoplight indicator.		
100	Optional	CSI	Automatic input of tare weight for incoming loads from the scale using the SSMS to create a transaction ticket.		
101	Optional	CSI	Print a Pick ticket that authorizes the RMPF operator to load the truck.		
102	Optional	CSI	Retrieve the incoming transaction ticket data from the proposed SSMS including the transaction number and associated tare weight, customer number and name, and other pertinent data.		
103	Optional	CSI	Ability for the scale operator to enter the Sales Order number and Release number to retrieve the associated Sales Order data;		
104	Optional	CSI	Provide scale operator system functionality to update the shipper or other Authority-specific information, if necessary.		
105	Optional	CSI	Update the Pick ticket for outgoing loads with the Commodity loaded, Shipper's Truck and Trailer numbers, and number of bales, if any.		
106	Optional	CSI	Retrieve Pick ticket data associated with an outgoing load (Pick ticket number, Sales order number, SSMS transaction ticket number, etc.) to create and print a Bill of Lading (BOL);		
107	Optional	CSI	Print multiple copies of Bills of Lading.		
108	Optional	CSI	Automate input of gross weight from the scale to update the initial incoming SSMS transaction ticket.		
109	Optional	CSI	Retrieve data from the Pick ticket (Sales Order number, BOL number, etc.) for the scale operator to print the completed transaction ticket.		
110	Optional	CSI	Create and print invoices daily for commodity sales transactions using data from the respective Bill of Lading (corresponding Sales Order number, Sales Order date, Customer Account number and Name, and BOL number), net weight from the SSMS transaction record, and Customer Contract or Yellow Sheet pricing.		
111	Optional	CSI	Create and print a Pick ticket at the Administration office.		
112	Optional	CSI	Create and print the BOL at the Administration office for an existing Pick Ticket and its related SSMS transaction.		
113	Optional	CSI	Generate statements monthly or on demand.		
114	Optional	CSI	Maintain separate customer account numbers from the SSMS waste transactions.		
115	Optional	CSI	Process customer payments.		
116	Optional	CSI	Process accounts receivable functions, including positive and negative adjustments, reference table maintenance including customer accounts, commodity codes, and country codes.		

117	Required	General	Capture the stable gross weight or tare weight of the load on the attended weigh scale without intervention from the scale operator.		
118	Required	Transaction	Prompt the scale operator for, or otherwise acquire, the truck decal and trailer decal.		
119	Required	Transaction	Validate the truck and/or trailer decals against the SSMS database at the weigh scales.		
120	Required	Transaction	Display the associated customer name if valid at the attended weigh scales.		
121	Required	Transaction	Change (override) customer number at attended/unattended weigh scales when necessary.		
122	Required	Transaction	Prompt for the Driver ID when an Authority truck pulls onto the attended/unattended weigh scale.		
123	Required	Transaction	Prompt the scale operator for the waste type, origin of the waste type, and destination of the waste type.		
124	Required	Transaction	Systematically determine disposal fee based on standard tipping fee or contract pricing using pounds for incoming trucks.		
125	Required	Transaction	Systematically prompt cash customers for a deposit amount.		
126	Required	Transaction	Systematically prompt check paying customers for a check number.		
127	Required	UVSS	Display prompts and messages to the driver at unattended weigh scales in English and Spanish.		
128	Required	Security	Systematically record a “Roll-Through” and, at minimum, the date, time, site, weight and scale ID for trucks that drive over the scale without stopping.		
129	Required	UVSS	Systematically signal to the driver at the unattended device to pull onto the scale using a stoplight indicator.		
130	Required	UVSS	Prompt the driver at the unattended device for the preferred language, either English or Spanish.		
131	Required	UVSS	Prompt the Authority truck driver to enter his/her Driver ID at the unattended device.		
132	Required	UVSS	For non-Authority trucker at the unattended device, do not prompt for the Driver ID (and Driver ID shall be Null).		
133	Required	UVSS	Prompt the Authority truck driver at the unattended device to identify the waste type, sector of origin and sector of destination.		
134	Required	UVSS	Systematically convert the selected icon or button to the waste type identifiable by the SSMS.		
135	Required	UVSS	Automatically validate the weigh data against the SSMS database and display it on the screen.		
136	Required	UVSS	Give driver at the unattended device the opportunity to confirm the data entered and back up and re-enter the data.		
137	Required	UVSS	Capture the stable gross weight at the unattended device and calculate the net weight and display the gross weight, net weight, and tare weight results on the screen.		

138	Required	UVSS	Automatically terminate transactions at the Authority's transfer stations if the gross weight is over a specified limit.		
139	Required	UVSS	Print a ticket including at a minimum the date, time, transaction number, waste type, site, gross weight, tare weight and net weight.		
140	Required	UVSS	Signal the driver to exit the scale using a stoplight indicator after completion of transaction.		
141	Required	UVSS	Provide the driver the option to cancel/void the transaction from any screen.		
142	Required	UVSS	Systematically pass the driver ID, truck decal, associated decal (if any), gross weight and cancel flag to the SSMS.		
143	Required	UVSS	Record the cancelled transaction as a Roll-Through transaction and return to the start of the input session.		
144	Required	UVSS	Automatically reset the unattended unit for the next truck when the scale goes to zero.		
145	Required	Accounts Receivable	Print customizable monthly statements of account to include but not limited to: Customer name, Contact, Remittance Address, Billing Address, Previous Balance, Finance Charges, Detailed new monthly charges, Total Balance Due and a customizable message field.		
146	Desired	Accounts Receivable	Print all monthly statements only for accounts exceeding a user-defined threshold.		
147	Required	Admin	Make adjustments to transaction record (customer number, tonnage, destination, etc.)		
148	Required	Accounts Receivable	Provide a clear audit trail from source documents like scale tickets to transactions posted in the database.		
149	Required	Accounts Receivable	Apply credit limits and/or require pre-payment balances (deposits) to customers.		
150	Required	Accounts Receivable	Track tonnage and debit/credit activity for “no charge” accounts.		
151	Required	Accounts Receivable	Track charges not related to scale activity (finance charges, etc).		
152	Required	Accounts Receivable	Set different fees for different waste types.		
153	Required	Accounts Receivable	Process partial payments, overpayments and both positive and negative adjustments.		
154	Required	UVSS	Set the scale to zero at the end of a transaction or when a truck pulls off of the scale without completing a transaction.		
155	Required	Accounts Receivable	Provide pre-pay and installment terms of payment.		
156	Required	Accounts Receivable	Provide multiple ways to apply payments; by charge, by “oldest” open items and by specific invoice(s).		

157	Required	Admin	Allow easy reprint, edit, void and audit functions for scale tickets.		
158	Required	Reporting	Provide dynamic reporting functionality.		
159	Required	Reporting	Provide on-line drill down capability.		
160	Desired	Security	Provide workflow approval process functionality to regulate reversal and refund procedures.		
161	Required	Security	Require supervisor approval and documentation for voided transactions.		
162	Required	Security	Apply security settings at a group or user level.		
163	Required	Security	Apply "granular" permissions for each user such as only allowing a user to run reports.		
164	Required	Security	Report on user activities and/or changes to customer or other reference tables.		
165	Optional	UVSS	Allow tractor trailer driver to complete UVSS transactions without exiting the cab of the truck.		
166	Desired	CSI	Allow customers and staff to submit a bid online including bidder's name, company name, commodity, and price.		
167	Desired	CSI	Automatically populate bid report after cut-off time for bids.		
168	Optional	CSI	Add new contracts and update existing contracts for commodities.		
169	Optional	CSI	Customizable reports: Customer Shipment Exception, Transaction Edit Report, Commodity Transaction Edit, Activity Report, Aging Report, Outstanding invoices, charges journal report, adjustment reports, invoice record by commodity report, monthly shipment log, cash payments summary report, monthly applied payments, recycling customer code list, Sales Orders Report, Contract Listing by Customer, Outstanding Invoices, Activity Report, Aging Report Annual Tonnage by Commodity Report, Annual net revenue/ton by commodity report.		
170	Optional	CSI	Allow customers to view account status online.		
171	Optional	CSI	Apply credit limits for all accounts.		
172	Optional	CSI	View monthly statements and shipment reports online.		
173	Optional	CSI	Pick Ticket process: Bill of lading cancellation, Bill of Lading Re-issue, Re-print Bill of Lading.		
174	Optional	CSI	View Pick ticket online at the Administrative office.		
175	Optional	CSI	Allow customers to pay their bills, including balance dues online.		

CHAPTER 2026-169

Committee Substitute for House Bill No. 967

An act relating to electronic payments made to units of local governments; amending s. 215.322, F.S.; revising legislative intent; requiring units of local government to accept certain forms of payments; providing an exception; requiring such local governments to accept payments online; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (1) and (5) of section 215.322, Florida Statutes, are amended to read:

215.322 Acceptance of credit cards, charge cards, debit cards, or electronic funds transfers by state agencies, units of local government, and the judicial branch; acceptance of online payments by units of local governments.—

(1)(a) It is the intent of the Legislature to encourage state agencies~~,~~ and the judicial branch, and require units of local government to make their goods, services, and information more convenient to the public through the acceptance of payments by credit cards, charge cards, debit cards, or other means of electronic funds transfers ~~to the maximum extent practicable when the benefits to the participating agency and the public substantiate the cost of accepting these types of payments~~.

(b) It is the intent of the Legislature to require units of local government to accept payments online.

(5)(a) Each ~~A~~ unit of local government, including a municipality, special district, or board of county commissioners or other governing body of a county, a consolidated or metropolitan government, and any clerk of the circuit court, sheriff, property appraiser, tax collector, or supervisor of elections, shall ~~is authorized to~~ accept payment by use of credit cards, charge cards, bank debit cards, and electronic funds transfers for financial obligations that are owing to such unit of local government, except when another form of payment is required by law, and is authorized to surcharge the person who uses a credit card, charge card, bank debit card, or electronic funds transfer in payment of taxes, license fees, tuition, fines, civil penalties, court-ordered payments, or court costs, or other statutorily prescribed revenues an amount sufficient to pay the service fee charges by the financial institution, vending service company, or credit card company for such services. Such ~~A~~ unit of local government shall verify both the validity of any credit card, charge card, bank debit card, or electronic funds transfer used pursuant to this subsection and the existence of appropriate credit with respect to the person using the card or transfer. The unit of local government

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

does not incur any liability as a result of such verification or any subsequent action taken.

(b) A unit of local government accepting payment under paragraph (a) is required to have a method for accepting such payment online.

Section 2. This act shall take effect January 1, 2027.

Approved by the Governor June 25, 2026.

Filed in Office Secretary of State June 25, 2026.

CODING: Words stricken are deletions; words underlined are additions.