

Dane County Contract Cover Sheet

Res 124
Significant

Dept./Division	Public Works - Solid Waste
Vendor Name	Paradigm Software
Vendor MUNIS #	14865
Brief Contract Title/Description	Landfill Scale System
Contract Term	11/1/2018 - 12/31/2024
Total Contract Amount	\$ 213,218.96

Contract # <small>Admin will assign</small>	13511
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	117017
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	SWRODFLD	Obj Code	58534	Amount	\$ 165,639.70
Req # 1911	Org Code	SWRODFLD	Obj Code	22349	Amount	\$ 8,153.96
Year 2018	Org Code		Obj Code		Amount	\$

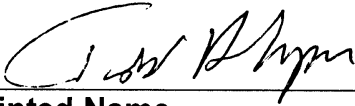

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	124
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MR	Received by DOA	10/3/18		
at	Controller		10/3/18	
PCP	Purchasing	10/3/18	10/3/18	
CB	Corporation Counsel	10/3/18	10/3/18	
DL	Risk Management	10/3/18	10/3/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	John Welch	Name	Jackie Barlow
Phone #	608-516-4154	Phone #	410-329-1300
Email	welch@countyofdane.com	Email	jackie.barlow@paradigmsoftware.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	113 Old Padonia Rd Ste 200 Cockeysville, MD 21030

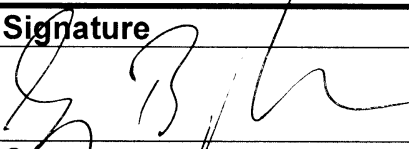
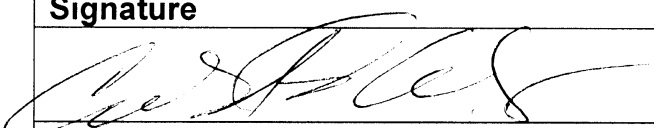
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Carlos Pabellon and Pete Patten
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		10.3.18
	Printed Name	
		

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		10/3/18
	Comments	
Corporation Counsel	Signature	Date
		10/3/18
	Comments	

DANE COUNTY CONTRACT # 13511



of Pages Including Schedules: 33
Expiration Date: 12/31/2024
Authority: Res. # 124, 17-18
Department: Public Works
Solid Waste
Maximum Cost: \$213,218.96
Registered Agent: N/A
Registered Agent Address: N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Paradigm Software, L.L.C. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing a new and updated landfill scale system; and;

WHEREAS PROVIDER, whose address is 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. **TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE.

II. **SERVICES:**

- A. PROVIDER agrees to provide the services detailed in the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VII. INSURANCE

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence"

limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager, taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

VIII. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

IX. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

X. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan

(CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XI. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XII. MISCELLANEOUS:

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

Remainder of page intentionally left blank.

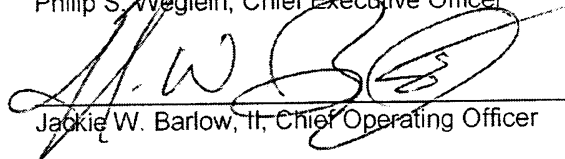
IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:



Philip S. Weglein, Chief Executive Officer

10/3/2018
Date Signed



Jackie W. Barlow, II, Chief Operating Officer

10/3/2018
Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

SCHEDULE "A"

Pursuant to Paragraph II of this Agreement, PROVIDER shall provide the following:

- A. Definitions.
1. "Hardware" shall mean the equipment, goods and materials specified in Schedule B, §A. that is to be supplied by PROVIDER for the new Landfill Scale System.
 2. "Software" shall mean the proprietary computer software of PROVIDER as owned exclusively by PROVIDER, and as further defined in and licensed to COUNTY pursuant to the terms of the Software License Agreement set forth in Exhibit 1.
- B. Hardware and Software. PROVIDER shall furnish, deliver and install the Hardware and Software for the new Landfill Scale System in accordance with the terms set forth in this Agreement, Schedule A and its Exhibits. Notwithstanding any other provision of this Agreement, the scheduling of the delivery and installation of the Hardware and Software shall be subject to COUNTY's preapproval.
- C. Training. PROVIDER shall provide training in the use of the Hardware and Software according to the terms set forth in this Agreement, Schedule A and its Exhibits. Notwithstanding any other provision of this Agreement, the scheduling of the on-site and remote training days shall be subject to COUNTY's preapproval.
- D. Software Support. The Software eligible for Standard Support Services are CompuWeigh as updated with all current modules, applications, amendments, alterations, enhancements, improvements and updates furnished to COUNTY from time to time under warranty. Standard Support Services shall be rendered only to the COUNTY's currently supported version of Software running with the applicable operating system version supported by PROVIDER.
1. During the term of this Agreement, PROVIDER will provide to COUNTY its Standard Support Services described herein. Subject to the license granted to COUNTY in the Software, PROVIDER 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 PROVIDER which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to COUNTY by PROVIDER describing the use of the Software (the "Documentation"). Such Standard Support Services will be promptly provided after COUNTY has identified and notified PROVIDER of any such error in accordance with PROVIDER's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Exhibit 3.
 2. Standard Support does not include the re-installation of the Software or the running of updates to the Software on the COUNTY's workstations, servers, or other hardware. If requested, COUNTY understands that the re-installation of the Software or running of updates to the Software on the COUNTY's workstations, servers or other hardware will be subject to the change order procedure set forth in Schedule B, §H.
 3. PROVIDER 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 those days listed as Statutory Holidays in PROVIDER's Service Level Requirements in Exhibit 3. Such consultation will be available only

to one contact or alternate, designated by COUNTY in advance in writing from time to time.

4. If PROVIDER elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services generally, PROVIDER will deliver updates of the Software to COUNTY from time to time, without any charge.
- E. COUNTY RESPONSIBILITIES. COUNTY agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to COUNTY hereunder and to install and maintain for the duration of this Agreement, an adequate connection for remote support approved by PROVIDER. COUNTY shall allow PROVIDER reasonable access to the Software via this connection for the purpose of providing Standard Support Services and will pay all line use charges. COUNTY will provide PROVIDER with copies of or access to the necessary files and databases related to the use and operation of the Software as requested, and with sufficient support and test time on COUNTY's computer system to duplicate any conditions or problems identified by COUNTY or PROVIDER.
- F. 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 PROVIDER under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PROVIDER and shall be available for use by COUNTY under and subject to the license granted in this Agreement. As between the parties, PROVIDER 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 COUNTY by virtue of any portion of this Agreement.
- G. TERMINATION. PROVIDER may terminate this Agreement in the event of default by COUNTY, 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. COUNTY may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to PROVIDER. Upon termination, COUNTY shall cease using the Software and shall return to PROVIDER, the original and all copies of the Software, the Documentation and any other materials provided by PROVIDER. Upon termination, the obligations of COUNTY set forth in the paragraphs entitled "Scope" and "Title and Ownership" shall survive termination.
- H. LIMITATION OF LIABILITY. PROVIDER SHALL MAINTAIN GENERAL LIABILITY INSURANCE AS REQUIRED UNDER THIS AGREEMENT. EXCEPT FOR PROVIDER'S LIABILITY TO THIRD PARTIES FOR ITS WILLFUL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS AS MORE PARTICULARLY DESCRIBED IN THE INDEMNIFICATION SECTION OF THIS AGREEMENT, PROVIDER'S TOTAL 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 COUNTY 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 PROVIDER BY COUNTY FOR SOFTWARE LICENSE FEES AND (C) ANY CAUSE UNDER OR RELATING TO THE FURNISHING, IMPLEMENTATION OR USE OF ANY HARDWARE SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PROVIDER BY COUNTY FOR SUCH HARDWARE.
- I. 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.

- J. **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. Upon a provision being deemed invalid or unenforceable, PROVIDER and COUNTY will renegotiate the severed provision. All remaining provisions shall be afforded full force and effect.
- K. **FORCE MAJEURE.** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in delivery or performance as a result of war, act of terrorism, fire, strike, riot or insurrection or natural disaster.
- L. **INDEPENDENT CONTRACTORS.** Nothing in this Agreement shall make PROVIDER and COUNTY 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.

SCHEDULE "A"

Exhibit 1: System Implementation

PROVIDER, by its acceptance of the Agreement, agrees to sell, deliver and through a sub-contractor install, the Hardware and to deliver and install the Software and to grant to the COUNTY a license to use the Software as set forth herein below. COUNTY 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 Agreement and its attached Exhibits.

1. COUNTY RESPONSIBILITIES. COUNTY 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. COUNTY shall make available qualified personnel to be trained by PROVIDER 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 PROVIDER start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. COUNTY 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. PROVIDER shall provide standard training in the use of the Hardware and Software according to Schedule A, Exhibit 2 and Schedule B. of this Agreement. Such training will be provided at a mutually agreeable location during installation, and in accordance with COUNTY's approved schedule.
3. DELIVERY. The delivery of Hardware shall be made on or about the date that the Hardware is to be installed. The terms and conditions of sale and the warranties, applicable to the Hardware or any other products not manufactured by PROVIDER (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 COUNTY upon delivery and COUNTY acceptance of each respective Hardware item.
4. Intentionally deleted.
5. GRANT OF LICENSE. Upon acceptance of the Agreement, PROVIDER hereby grants to COUNTY, and COUNTY 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 PROVIDER'S current, standard user manuals and training materials ("Documentation"). PROVIDER reserves all rights, privileges and interests not expressly granted to COUNTY, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.
6. LICENSE TERM. The term of the license herein granted is ten (10) years commencing with the date of acceptance of this Agreement by PROVIDER, unless terminated earlier as provided herein. (the "Term"). PROVIDER 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 COUNTY 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). If COUNTY purchases a "Version Upgrade" at any time during the term, then the term of the license herein will extend for ten (10) years commencing with when the Version Upgrade is Live, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the Software purchase price, 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") plus all installation and associated charges at PROVIDER's then current rate per day per person.

7. SCOPE. A single, executable copy of the object code version of the Software may be used by COUNTY for testing purposes and for processing of data, but such data shall be strictly limited to data of COUNTY created or used in the connection with COUNTY. 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. COUNTY 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. PROVIDER shall provide COUNTY with a single, back-up copy of the Software which COUNTY shall keep in a secure location reasonably approved by PROVIDER in advance. shall place on all copies of the Software any notice, including, copyright notice, requested by PROVIDER.

8. TITLE AND OWNERSHIP. PROVIDER is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to COUNTY, 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 PROVIDER on loan during the term of the license granted pursuant to this Agreement. COUNTY shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of COUNTY purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. COUNTY hereby assigns to PROVIDER 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 PROVIDER. COUNTY agrees that the Software, Documentation and related materials, techniques and procedures furnished by PROVIDER to COUNTY hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PROVIDER or its supplier(s), as appropriate. COUNTY 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 PROVIDER.

9. INDEMNITY. PROVIDER 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) COUNTY immediately notifies PROVIDER in writing of such claim or action; and (ii) PROVIDER will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PROVIDER may (i) consent, (ii) settle; (iii) procure for 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 PROVIDER concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PROVIDER will refund or credit to COUNTY 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) COUNTY will return the original and all whole or partial copies of the Software to PROVIDER; and (iii) the license granted hereunder will terminate. PROVIDER 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 PROVIDER regarding infringement of intellectual property rights and will survive the termination of this Agreement. As of the date hereof, PROVIDER represents and warrants that there are no

legal or other proceedings pending or outstanding, or to the best knowledge of PROVIDER, threatened against or involving PROVIDER or the Software.

10. LIMITED WARRANTY. PROVIDER warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of ninety (90) days from the date of COUNTY Go-Live. PROVIDER 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. COUNTY shall allow Software access to PROVIDER through dedicated remote communications for this purpose. The foregoing is COUNTY sole and exclusive remedy, and PROVIDER's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon COUNTY's written notice in compliance with PROVIDER's written reporting procedures, received not later than five (5) days after the end of the ninety (90) 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, however, COUNTY will be entitled to the warranty offered by each respective third-party manufacturer.

Hardware Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects for one (1) year from date of Go-Live. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the PROVIDER.

COUNTY ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PROVIDER 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. PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND COUNTY'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

SCHEDULE "A"

EXHIBIT 2: SCOPE OF WORK

General

This Exhibit 2 - Scope of Work (the "SOW") forms part of the Agreement between the Parties for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement.

1. General Project Management

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 COUNTY and for the PROVIDER shall be designated at the Project Kick-Off meeting referenced in section 3.1. 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.

2. Specific Project Management

- (1) PROVIDER'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 Project Plan, with specific timelines, the scope of work, the Deliverables and all PROVIDER's resource assignments for the Project. This Project Plan will be reviewed, modified and accepted by both parties.
- (2) PROVIDER's Project Manager will be responsible for:
 - (a) Submitting the detailed Project Plan satisfactory to the COUNTY within two (2) weeks of the execution of the Agreement.
 - (b) Providing regular progress reports as the situation warrants and/or as the COUNTY reasonably requests, including meeting/interviewing with COUNTY Personnel throughout the Project as required.
 - (c) Meeting/Interviewing COUNTY Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
 - (d) Attending status meetings either in person or via a designate (as determined by PROVIDER) or through conference calls or such other means as may be mutually agreed upon.
 - (e) Working with the COUNTY's Project Manager to create as part of the Project Plan an issues management process to resolve any issues.
 - (f) Making required modifications to the Deliverables in order to obtain necessary approval(s).
 - (g) Serving as PROVIDER's key contact for the COUNTY.
- (3) The COUNTY Project Manager will be responsible for:
 - (a) Ensuring the mutually agreed project management communication methodology is followed.
 - (b) Serving as the key contact for PROVIDER; coordinating status meetings either in person or via a designate (as determined by the COUNTY) or through conference calls or such other means as may be mutually agreed upon; working with the PROVIDER Project Manager to resolve any issues.
 - (c) Approving or disapproving the PROVIDER Deliverables hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise

specified, any COUNTY comments, rejection or approval will be given to PROVIDER no later than ten (10) business days (or as otherwise agreed) after submission of a Deliverable to the COUNTY by PROVIDER.

- (d) Providing clarification and applicable instructions as requested by PROVIDER throughout the Project.
 - (e) Monitoring PROVIDER work progress and Deliverables; and providing overall direction, management and leadership for the COUNTY Project team.
 - (f) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Project Plan or within ten (10) business days of PROVIDER's request (whichever is greater), unless the Project Managers from PROVIDER and the COUNTY mutually agree to an extended response time.
 - (g) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Deliverables and/or timelines in the Project Plan.
 - (h) Using his/her best efforts to obtain signoff and approval from the COUNTY, 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 PROVIDER Project Manager, as appropriate.
- (4) The Services will be performed at PROVIDER's/COUNTY's facilities as needed during the Project provided that should PROVIDER request resources from the COUNTY, such request must be reviewed and approved by the COUNTY Project Manager in writing. The COUNTY will determine if facilities and appropriate resources will be made available as may be requested from time to time by PROVIDER.
- (5) The COUNTY will make every effort to provide a site suitable to support the necessary PROVIDER Personnel for the duration of the Project with telephone and network access.
- (6) The COUNTY will make available to PROVIDER the necessary COUNTY Personnel as required from time to time during the Project and as identified in the approved Project Plan. A preliminary list of COUNTY Personnel is included in Subsection 3.1 of the SOW and may be substituted from time to time as determined by the COUNTY. Should PROVIDER request additional Personnel from the COUNTY, it will have to be reviewed and approved by the COUNTY's Project Manager in writing. If approved, the COUNTY will make available the requested COUNTY Personnel. If PROVIDER does not formally request any additional COUNTY Personnel in writing, the availability or lack of availability of such COUNTY Personnel shall have no impact on the Deliverables and/or on the scope of the Project.

2.1 Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

- (1) COUNTY Project Manager: The COUNTY's Project Manager(s) will be the focal point of decision-making and communications between PROVIDER and the COUNTY. (see Section 3.1)
- (2) COUNTY Project Team: Under the direction of the COUNTY Project Manager, will perform the tasks described in this SOW and the Agreement. (see Section 3.1)
- (3) PROVIDER Project Manager: The PROVIDER Project Manager is responsible for the Deliverables and will ensure overall COUNTY satisfaction for the Project. (see Section 3.1)
- (4) PROVIDER Consultant(s)/Architect(s)/Specialist(s): Under the direction of the PROVIDER Project Manager, will perform the tasks described in this SOW and the Agreement. (see Section 3.1)

3. Project Team Members

3.1 COUNTY Project Team

COUNTY will designate individuals as its COUNTY Project Team during the kick-off meeting.

3.2 PROVIDER Project Team

PROVIDER will designate individuals as its PROVIDER Project Team during the kick-off meeting.

4. Scope of Work

4.1 Objectives

- (1) The Objectives for the Project are for PROVIDER to implement a fully integrated Scale House Software Solution. This includes the conversion and migration of existing account and truck data, 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 this SOW.
- (2) The Scale House Software Solution must include the ability to do the following:
 - (a) Collect the required information on all loads entering and leaving the COUNTY's facility.
 - (b) Collect and maintain the required COUNTY/hauler information needed for billing including detailed truck information as needed for tracking.
 - (c) Track all material and tonnages disposed of by paying COUNTY's residents contractors and charities.
 - (d) Collect and manage information on loads, tonnages and balances by material type.
 - (e) Calculate the appropriate charges for loads entering and leaving the sites.
 - (f) Provide fraud controls and audit functions.
 - (g) Track account balances for COUNTY's (if using the Accounts Receivable and Aging Module).
 - (h) 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)
 - (i) Provide Reporting capabilities including:
 - i. Operational reporting
 - ii. Management reporting
 - (j) Retrieve information to plan new programs and improve productivity in facility operations.
 - (k) Implement the requirements identified in the Agreements.
 - (l) Ad-hoc reporting.
 - (m) Other functional requirements as specified in the Agreement.

4.1.1 Phased approach.

- (1) PROVIDER will provide the following Services, listed in Phases, which will include but are not limited to:
 - (a) Project Management
 - (b) Project Milestones
 - (c) Project Initiation
 - (d) Preliminary Implementation
 - (e) Training
 - (f) Full Project Implementation including configuration
 - (g) Assistance with Final Acceptance Testing & Cutover Support Services
 - (h) Post-Implementation Support Services

4.2 Phase 1 - Agreement Execution, Kick-Off Meeting and Project Plan Development

To successfully complete this Phase 1, PROVIDER will coordinate the planning activities with the COUNTY, produce a detailed Project Plan for the Project and provide a Training Plan and Testing Plan document.

4.2.1 PROVIDER will be responsible to:

- (1) Initiate a kick-off meeting which will include a site survey with the COUNTY Project Team to review and confirm the COUNTY requirements. This will include confirmation and verification of the hardware the COUNTY will need to acquire (if any) to deploy the Software within the COUNTY's environment.
- (2) Leverage the existing COUNTY infrastructure in place and be able to integrate with the existing environment as described. This includes providing the COUNTY 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 COUNTY's environment, including a list of COUNTY staff positions that should be involved in the testing which will also be provided to the COUNTY Project Manager for acceptance; however, notwithstanding, the COUNTY 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 Project Plan subsequent to assessing the technical requirements and describe all activities and Deliverables over the duration of the Project and include specific activities, schedules, resources, Deliverables and milestones for each Phase of implementation (the "Project Plan"). This Project 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 COUNTY's users of the Scale House Software Solution and COUNTY's staff assigned to support the application; the Training Plan will be delivered to the COUNTY Project Manager for acceptance.
- (8) Purchase, configure and install all hardware provided by PROVIDER as listed on Exhibit B in this Agreement.

4.2.2 COUNTY will be responsible to:

- (1) Provide PROVIDER with a copy of the database from the current system for conversion requirements (if applicable).
- (2) Provide PROVIDER with the appropriate technical resources and information to be used to create the COUNTY's database.
- (3) Review, comment and if acceptable, approve the hardware specifications.
- (4) Ensure that PROVIDER has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the COUNTY 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 Deliverables for this Phase.

4.2.3 DELIVERABLES

- (1) Technical and Functional Requirements document.
- (2) Project Plan (with detailed milestones and timelines).
- (3) Training Plan (with detailed milestones and timelines).
- (4) Vendor Recommended Test Plan (with detailed milestones and timelines).

4.3 Phase 2 – Preliminary Implementation and Requirements Review

To successfully complete this Phase 2, PROVIDER will provide a recommended acceptance test plan, and data migration plan to be utilized in Phase 6 (Section 4.7 of the SOW).

4.3.1 PROVIDER will be responsible to:

- (1) Review and identify out of the box and customizable functionalities.
- (2) Document integration point(s) and interface(s) requirements.

- (3) Review the sample data provided by the COUNTY and develop data conversion plan for data migration.
- (4) Prepare a draft acceptance test plan for the COUNTY's review and consideration.
- (5) Install the Scale House Software Solution on the COUNTY's Test Environment.
- (6) Configure and customize the Scale House Software Solution to meet the requirements of the Agreement.
- (7) Test the Scale House Software Solution on the COUNTY's Test Environment.
- (8) Assist the COUNTY in conducting its preliminary acceptance test.
- (9) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

4.3.2 COUNTY will be responsible to:

- (1) Provide PROVIDER with details surrounding any customizable functionalities.
- (2) Review of the PROVIDER recommended preliminary acceptance test plan and development of the COUNTY's preliminary acceptance test plan.
- (3) Review and approve the data migration plan.
- (4) Provide a Notice of Acceptance with respect to the approved Deliverables for this Phase.

4.3.3 DELIVERABLES

- (1) Data Migration plan (with detailed milestones and timelines).
- (2) Draft Acceptance Test plan (with detailed milestones and timelines).
- (3) Train COUNTY's system administrator, database administrator and other support staff.

4.4 Phase 3 – Pilot Program

To successfully complete this Phase 3, PROVIDER will do the following:

4.4.1 PROVIDER will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the COUNTY Test Environment, will be completed by the COUNTY (with assistance provided by PROVIDER) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- (1) Deliver and install software and hardware for the COUNTY.
- (2) Successful acceptance test of all required and proposed functions.
- (3) Successful demonstration that the Solution's performance and capacity meets the COUNTY's requirements; and in accordance with PROVIDER's documentation.
- (4) Preliminary training of users. The testing period will include:
 - (a) Collect the required information on all loads entering and leaving the COUNTY's facility.
 - i. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
 - ii. Modifications to required Documentation.

4.4.2 COUNTY will be responsible to:

- (1) Review and approve the draft acceptance test proof of concept document.
- (2) Execute, review and approve acceptance test results.
- (3) Provide a Notice of Acceptance with respect to the approved Deliverables for this Phase.

4.4.3 DELIVERABLES

- (1) Install the Scale House Software Solution in the Test Environment.
- (2) Acceptance test completed in the COUNTY Test Environment and results approved by the COUNTY.
- (3) Documentation of acceptance test submitted to COUNTY Project Manager as proof of concept for review and approval.
- (4) Train Core Team users with results approved by the COUNTY.

4.5 Phase 4 – Training

To successfully complete this Phase 4, PROVIDER will successfully complete the end user training for COUNTY Staff of the entire Scale House Software Solution in the COUNTY's environment and provide appropriate user manuals and administrator manuals for the entire Scale House Software Solution. Upon completion of the Test Environment and upon receipt of a Notice of Acceptance from the COUNTY.

4.5.1 PROVIDER will be responsible to:

- (1) Utilize the Training Plan and train necessary COUNTY operations staff in the use of the Scale House Software Solution at times and locations necessary to allow continued regular COUNTY operations.
- (2) Provide documentation (user and administrator manuals) for users and administrator(s) of the Scale House Software Solution and any other documentation as identified in Section 5.2(b) of the SOW.
- (3) Provide technical staff with a list of all files required by the Scale House Software Solution, the directories they should exist in, and the access privileges required, for both workstations and servers.
- (4) Provide database staff with training regarding the data architecture and the data entity diagrams and data view documentation.
- (5) Provide technical training to server and desktop technical staff to be able to build and support application servers and workstations.

4.5.2 COUNTY will be responsible to:

- (1) Review and accept the user manuals.
- (2) Review and accept administrator manuals.
- (3) Provide Notice of Acceptance of approved implementation setup based on mutually agreed acceptance criteria.

4.5.3 DELIVERABLES

- (1) Train all COUNTY staff which includes users and technical staff supporting the Scale House Software Solution.
- (2) Provide COUNTY technical staff with the documentation and specification necessary to install and configure hardware and software used for the Scale House Software Solution.
- (3) Provide documentation (user, administrator manuals) for users and administrator(s) of the Scale House Software Solution and any other Documentation as identified in Scope of Work Section 5.2.
- (4) Provide data entity diagrams and data view documentation.

4.6 Phase 5 – Data Loading and Full System Implementation

To successfully complete this Phase 5, PROVIDER will have conducted data migration for all agreed tables, loaded tables and installed/deployed the Scale House Software Solution at COUNTY facility.

4.6.1 PROVIDER will be responsible to:

- (1) Provide the full system Implementation Plan with timelines and Deliverables.
- (2) Create conversion scripts or routines from sample data provided by the COUNTY.
- (3) Review with the COUNTY and rectify sample data script conversion errors until COUNTY Acceptance of the converted data.
- (4) Perform data conversion(s) as needed and load onto the target platform.
- (5) Install the Scale House Software Solution at the COUNTY facility in accordance with the full system Implementation Plan.
- (6) Install and configure the hardware on the required lanes.

4.6.2 COUNTY will be responsible to:

- (1) Provide sample data as required.
- (2) Review the data mapping document, if such document is necessary.

- (3) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist PROVIDER in correcting the errors.
- (4) 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 PROVIDER application once the Scale House Software Solution is accepted.
- (5) Make sure COUNTY Personnel, space and other resources are available for Scale House Software Solution deployment to all COUNTY Sites.
- (6) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (7) Review Scale House Software Solution Documentation.

4.6.3 DELIVERABLES

- (1) Successfully (as defined by COUNTY Acceptance of the converted account and truck data) loaded COUNTY data into the COUNTY production environment based on the scripts run against the sample data provided and agreed to by the COUNTY and have received COUNTY Acceptance of the training for all COUNTY Staff regarding the Scale House Software Solution.
- (2) Full System Implementation Plan (with detailed milestones and timelines).
- (3) Successful demonstration and COUNTY Acceptance that the entire Scale House Software Solution performance conforms to the Requirements.
- (4) Install and integrate Licensed Program(s) on the target platform at COUNTY facility in accordance with the full system Implementation Plan (as approved by the COUNTY Project Manager in writing).
- (5) Delivery of the complete Scale House Software Solution Documentation.

4.7 Phase 6 – Final Acceptance Testing

To successfully complete this Phase 6, PROVIDER will have successfully delivered the entire Scale House Software Solution. The COUNTY reserves the right to test the product for a period of ninety (90) days prior to acceptance to determine the product functions effectively. If problems are encountered during the acceptance period, it is not required that the 90-day period expire in order for a new acceptance period to begin. Accepted will be defined as all hardware and software specified in the contract being installed and operational; all staff trained and capable of functioning in a production environment.

- (1) Acceptance of the whole Scale House Software Solution will be based on the following criteria:
 - a) COUNTY's successful Acceptance Test of all required and proposed functions across all COUNTY Sites.
 - b) COUNTY's confirmation through Acceptance Testing that the entire Scale House Software Solution's conforms to the Requirements.
 - c) Successful completion and COUNTY Acceptance that all Knowledge Transfer deliverables have been completed.
 - d) Delivery of the complete Scale House Software Solution Documentation.
 - e) COUNTY's successful completion of the Final Acceptance Testing.

4.7.1 PROVIDER will be responsible to:

- (1) Conduct final testing across all COUNTY Sites, and assist the COUNTY with Acceptance Testing, of the entire Scale House Software Solution in accordance with the COUNTY developed Acceptance Test Plan.
- (2) Correct any errors and allow the COUNTY to retest any function or process that prevents acceptance.
- (3) Conduct any necessary Knowledge Transfer of the Scale House Software Solution and provide all necessary Documentation.

4.7.2 COUNTY will be responsible to:

- (1) Conduct testing with the assistance of PROVIDER per the COUNTY's Acceptance Test Plan and notify PROVIDER of any error and retest as required.
- (2) Provide a Notice of Acceptance when the System has been successfully tested and all functions are working and performing in accordance with the Acceptance Test Plan.

4.7.3 DELIVERABLES

- (1) Successfully implemented Scale House Software Solution including all training and Documentation delivered to the COUNTY.
- (2) Successful completion of all Knowledge Transfer to defined COUNTY Personnel.
- (3) Successful completion of the COUNTY's Final Acceptance Testing.

4.8 Operational and Ongoing Support

PROVIDER will provide support during implementation and agrees to provide Standard Support Services to the COUNTY as per the Standard Support Services Agreement.

5. Documentation

The COUNTY will be provided with the Documentation for all necessary knowledge in operating the Scale House Software Solution. It will be designed to have a consistent appearance and voice. Subsets of the Documentation, both generic and customized, have been established to deliver the content in the most meaningful way to specific audiences. All Documentation, both generic and customized, will be delivered concurrently with the Scale House Software Solution.

- (1) PROVIDER will provide all necessary Documentation including any documentation on customizations required to operate and to maintain the Scale House Software Solution. The vocabulary should be consistently used throughout the manuals and the manuals' appearance should also be consistent.
- (2) Complete Documentation including any Documentation on customizations will be provided by PROVIDER for all components of the Scale House Software Solution. All gaps in Documentation, as well as third party software documentation will be produced and delivered by PROVIDER to the COUNTY concurrently with the Scale House Software Solution. The complete components of the Scale House Software Solution, which includes technical documentation, also includes:
 - (a) Support and Maintenance Documents:
 - i. Modifications to required Documentation.
 - ii. User Documentation Manual
 - iii. Administrative Manual
 - (b) Other Support Documents:
 - i. User/System controlled security procedures.
 - ii. Administration manual
- (3) Electronic versions will be delivered with the System. All such Documentation will be current, complete, accurate and reliable in all material respects.

6. Knowledge Transfer and Training Deliverables

- (1) In order to foster knowledge transfer throughout the Solution integration and deployment, PROVIDER will make every reasonable effort to include COUNTY Personnel, as appropriate. This would include access to reports, systems, testing and/or resources, debriefing sessions, information sessions and meetings. COUNTY Personnel shall not impede the performance of PROVIDER resources.
- (2) PROVIDER will ensure that COUNTY Personnel are provided with the necessary technical support and user training to maximize the potential of the Scale House Software Solution. PROVIDER will deliver the technical and user training necessary during Phase 6 of the SOW.
- (3) PROVIDER will provide a training plan in Phase 4 of the SOW that will accommodate a wide range of prior knowledge, skill and experiences and provide targeted training appropriate to

COUNTY Personnel. The training plan will identify the location, dates and duration of the training sessions.

- (4) PROVIDER will provide targeted training sessions and will include training for system administrators as required during Phase 6 of the SOW.
- (5) PROVIDER will provide training that accommodates the knowledge and experiences of the technical Personnel and user groups. The Scale House Software Solution project will not be considered fully delivered unless the required training is provided. PROVIDER will provide all the necessary Documentation, material and resources for the training sessions.

SCHEDULE A

EXHIBIT 3: SERVICE LEVELS

1. Definitions

In this Exhibit 3, 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 COUNTY specifications and supplied to the COUNTY by PROVIDER pursuant to the Agreement.
- “**Incident**” means any COUNTY query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the COUNTY purchased or leased from PROVIDER.
- “**Hardware**” means all hardware supplied to the COUNTY by PROVIDER pursuant to the Agreement
- “**Software**” means all software supplied to the COUNTY by PROVIDER pursuant to the Agreement
- “**Statutory Holidays**” – the following days are the statutory holidays that PROVIDER's Offices are closed. If any changes, PROVIDER 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 PROVIDER and the COUNTY for support services to be provided by PROVIDER to the COUNTY, thereby ensuring a timely and efficient resolution to any Incidents encountered by the COUNTY in the use of Software.

3. Objectives of Service Level Requirements

The COUNTY and PROVIDER acknowledge and agree that the purpose of this Exhibit 3 is:

- To create an environment of co-operative relationship between PROVIDER and the COUNTY to ensure effective support for the COUNTY's end users.
- To document the responsibilities of the COUNTY and PROVIDER with respect to the Service Level Requirements.
- To ensure that the COUNTY achieves the provision of high quality of service for its end users with the full support of PROVIDER.
- To define the services to be provided by PROVIDER and the level of service, which can be expected by the COUNTY.
- To detail the information PROVIDER requires from the COUNTY in order for PROVIDER 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 COUNTY and PROVIDER to communicate credible and reliable information.

First, the COUNTY and PROVIDER acknowledge and agree that it is important that there be a clear chain of communication between PROVIDER and the COUNTY. The contact information for the key personnel of each of the COUNTY and PROVIDER will be identified as per paragraph 11 of Exhibit 3.

Second, the COUNTY and PROVIDER acknowledge and agree that it is important that there be clear definition of responsibility between the Parties. The various service types are listed, defined and described in this Section 4. The service types "Type 5" and "Type 6" are exclusive to PROVIDER; in some instances, COUNTYs/Partners may support Types 1-4 in part or in whole.

During the provision of Standard Support Services, PROVIDER is required to comply with the COUNTY'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 COUNTY 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 PROVIDER per manufacturer's warranty)
- Inform COUNTY 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 PROVIDER)
- Inform COUNTY of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 – Updates and Installations

- Provide Updates to COUNTY for installation in Test Environment
- Provide Updates to COUNTY 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, If Pre-Approved by COUNTY)

- Multi-day session on topics to be agreed with COUNTY; may be on-site or remote

- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by COUNTY
- 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 COUNTY and PROVIDER 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 CUSTOMERCOUNTY 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 COUNTY 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 COUNTYs 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 COUNTY 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 hours
2 High	Respond immediately to the COUNTY 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 COUNTY representative
3 Medium	Respond immediately to the COUNTY 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 COUNTY representative
4 Low	Respond immediately to the COUNTY 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 COUNTY 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 Exhibit 3 and/or would have a noticeable and negative effect on the COUNTY's operations, the COUNTY can escalate and address the problematic situation with the management team of PROVIDER to agree on a plan of corrective actions. As part of PROVIDER's Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by PROVIDER to the designated PROVIDER and COUNTY management contacts listed in paragraph 11 of Exhibit 3.

Response Time Exceeded	COUNTY will contact Support Manager to expedite response
Corrective Plan Time Exceeded	COUNTY will request Support Manager to support problem diagnosis

6. PROVIDER Support Hours of Service

Emergency Severity Incidents

PROVIDER 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 Exhibit 3**, 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. PROVIDER Primary Reporting Responsibilities

PROVIDER 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 PROVIDER in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. COUNTY Primary Reporting Responsibilities

COUNTY will provide a prime and secondary Contact(s) through which all reported problems encountered by the COUNTY would be funneled for subsequent notification to PROVIDER. 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 COUNTY is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the COUNTY's operation. The COUNTY will refer all problems to PROVIDER 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 COUNTY Operations:
- Other pertinent information (as appropriate):
- The COUNTY will supply PROVIDER with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that PROVIDER can investigate reported problems.
- In order to maintain ongoing Standard Support Services, the COUNTY is responsible to ensure all Support payments to PROVIDER 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 COUNTY and PROVIDER.

10. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the COUNTY or outside of the control of PROVIDER. Examples of exclusions include, but are not limited to:

- COUNTY 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.)

11. Key Personnel

COUNTY will designate individuals as its key personnel for the purpose of these Service Level Requirements at the Project Kick-Off meeting referenced in Exhibit 2, section 3.1.

PROVIDER will designate individuals as its key personnel for the purpose of these Service Level Requirements at the Project Kick-Off meeting referenced in Exhibit 2, section 3.1.

SCHEDULE "B"

Pricing Structure and Payment

A. Equipment and Pricing

#	Description	Unit Price	Qty Proposed	Total Price
1	Low Inbound Terminal			
1.1	LOW INBOUND TERMINAL - heater included	\$3,495.00	1	\$3,495.00
1.2	LCD Screen	\$1,975.00	1	\$1,975.00
1.3	VGA Extender	\$450.00	1	\$450.00
1.4	VGA to USB Adapter	\$75.00	1	\$75.00
1.5	Keypad	\$350.00	1	\$350.00
1.6	Short Range RFID Reader	\$425.00	1	\$425.00
1.7	7' height, 4" OD pole	\$495.00	1	\$495.00
1.8	"Start" button	\$175.00	1	\$175.00
1.9	*Credit card reader (non EMV/chip reader)	\$0.00	1	\$0.00
1.10	AC Unit	\$0.00	0	\$0.00
1.11	Sun Protection Hood - Custom	\$910.00	1	\$910.00
1.12	Ticket Printer w/ ability to print barcode and ticket #	\$775.00	1	\$775.00
1.13	VGA splitter	\$80.00	1	\$80.00
1.14	Intercom - IP Based Base Unit	\$1,870.64	1	\$1,870.64
1.15	Intercom - IP Based Horn/Mic	\$640.35	1	\$640.35
1.16	4-port Serial Server	\$675.00	1	\$675.00
1.17	OPTO - 22 Board (for inbound lane)	\$1,575.00	1	\$1,575.00
1.18	Shipping/Handling	\$1,995.00	1	\$1,995.00
LOW INBOUND TERMINAL TOTAL				\$15,960.99
2	Low Outbound Terminal			
2.1	LOW OUTBOUND TERMINAL - heater included	\$3,495.00	1	\$3,495.00
2.2	LCD Screen	\$1,975.00	1	\$1,975.00
2.3	VGA Extender	\$450.00	1	\$450.00
2.4	VGA to USB Adapter	\$75.00	1	\$75.00
2.5	Keypad	\$350.00	1	\$350.00
2.6	Short Range RFID Reader	\$425.00	1	\$425.00
2.7	7' height, 4" OD pole	\$495.00	1	\$495.00
2.8	"Start" button	\$175.00	1	\$175.00
2.9	*Credit card reader (non EMV/chip reader)	\$0.00	1	\$0.00
2.10	AC Unit	\$0.00	0	\$0.00
2.11	Sun Protection Hood - Custom	\$910.00	1	\$910.00
2.12	Barcode Scanner	\$616.26	1	\$616.26
2.13	Receipt Printer	\$775.00	1	\$775.00

2.14	VGA splitter	\$80.00	1	\$80.00
2.15	Intercom - IP Based Base Unit	\$1,870.64	1	\$1,870.64
2.16	Intercom - IP Based Horn/Mic	\$640.35	1	\$640.35
2.17	4-port Serial Server	\$675.00	1	\$675.00
2.18	OPTO - 22 Board (for inbound lane)	\$1,575.00	1	\$1,575.00
2.19	Shipping/Handling	\$1,995.00	1	\$1,995.00
LOW OUTBOUND TERMINAL TOTAL				\$16,577.25
3	High Inbound Terminal			
3.1	HIGH INBOUND TERMINAL - heater included	\$3,495.00	1	\$3,495.00
3.2	LCD Screen	\$1,975.00	1	\$1,975.00
3.3	VGA Extender	\$450.00	1	\$450.00
3.4	Keypad	\$350.00	1	\$350.00
3.5	Long Range RFID reader	\$6,000.00	1	\$6,000.00
3.6	Short Range RFID Reader	\$425.00	1	\$425.00
3.7	12' Height, 4" OD Pole	\$544.50	1	\$544.50
3.8	*Credit card reader (non EMV/chip reader)	\$0.00	1	\$0.00
3.9	AC Unit	\$0.00	0	\$0.00
3.10	Sun Protection Hood - Custom	\$910.00	1	\$910.00
3.11	Ticket Printer w/ ability to print ticket #	\$775.00	1	\$775.00
3.12	Intercom - IP Based Horn/Mic	\$640.35	1	\$640.35
3.13	4-port Serial Server	\$675.00	1	\$675.00
3.14	Shipping/Handling	\$1,995.00	1	\$1,995.00
HIGH INBOUND TERMINAL TOTAL				\$18,234.85
4	High Outbound Terminal			
4.1	HIGH OUTBOUND TERMINAL - heater included	\$3,495.00	1	\$3,495.00
4.2	LCD Screen	\$1,975.00	1	\$1,975.00
4.3	VGA Extender	\$450.00	1	\$450.00
4.4	Keypad	\$350.00	1	\$350.00
4.5	Long Range RFID reader	\$6,000.00	1	\$6,000.00
4.6	Short Range RFID Reader	\$425.00	1	\$425.00
4.7	12' Height, 4" OD Pole	\$544.50	1	\$544.50
4.8	*Credit card reader (non EMV/chip reader)	\$0.00	1	\$0.00
4.9	AC Unit	\$0.00	0	\$0.00
4.10	Sun Protection Hood - Custom	\$910.00	1	\$910.00
4.11	Receipt Printer	\$775.00	1	\$775.00
4.12	Intercom - IP Based Horn/Mic	\$640.35	1	\$640.35
4.13	4-port Serial Server	\$675.00	1	\$675.00
4.14	Shipping/Handling	\$1,995.00	1	\$1,995.00
HIGH OUTBOUND TERMINAL TOTAL				\$18,234.85
5	Installation			

5.1	Hardware and Installation	\$4,100.00	5	\$20,500.00
5.2	**Electrical Vendor wiring/install	To Be Determined		
6	Other Hardware/Accessories			
6.1	RFID Tags - Short range - defined as RFID tags requiring customers to exit their vehicle to use.	\$5.00	400	\$2,000.00
6.2	RFID Tags - Long range - defined as RFID tags <u>not</u> requiring customers to exit their vehicle to use.	\$19.70	50	\$985.00
6.3	Proximity Card Reader (one for Scale House)	\$425.00	1	\$425.00
6.4	Indoor Thermal Receipt Printer (one for inbound and outbound attended at Scale House)	\$425.00	2	\$850.00
6.5	Case Indoor Thermal Receipt Paper (50 rolls)	\$90.00	2	\$180.00
6.6	Case Kiosk Thermal Receipt Paper (8 rolls)	\$90.00	2	\$180.00
6.7	2-port Serial Server	\$495.00	4	\$1,980.00
6.8	USB Connected cash drawer for Clean Sweep Office	\$378.00	1	\$378.00
6.9	Spare Equipment (Ticket Printer, LCD, Keypad, VGA Extender, USB to VGA Adapter, VGA Splitter, 4-port Serial Server, Indoor Thermal Receipt Printer, Start Button, Barcode Scanner, Proximity Card Reader, 2-port Serial Server)	\$6,516.26	1	\$6,516.26

B. Software Packages & Pricing

7	Software Packages/Modules			
7.1	For Scale Office - complete package <u>without</u> Accounting/Billing	\$16,420.00	1	\$16,420.00
7.2	For Clean Sweep Office - complete package <u>without</u> Accounting/Billing	\$7,500.00	1	\$7,500.00
7.3	For Billing Office - complete package with Accounting/Billing	\$5,362.50	1	\$5,362.50
7.4	Video Module – Dane County would buy cameras (1 for inbound and 1 for outbound) (have to be IP Based cams)	\$1,575.00	2	\$3,150.00
7.5	Custom Free Module	\$2,625.00	1	\$2,625.00
7.6	Unattended Module	\$2,780.00	1	\$2,780.00
7.7	Data Transfer	\$0.00	1	\$0.00
7.8	Configuration	\$1,600.00	2	\$3,200.00
7.9	Remote Installation	\$1,600.00	1	\$1,600.00

C. Training Pricing

8	Training			
8.1	***On-site training days (2 techs) (training schedule as needed or TBD)	\$4,200.00	4	\$16,800.00
8.2	***Remote Training Days (training schedule as needed or TBD)	\$1,600.00	2	\$3,200.00

D. Software Support Pricing

9	Support			
9.1	Software Support December 2018	\$268.90	1	\$268.90
9.1.a	Software Support Year 1 (January – December 2019)	\$3,226.81	1	\$3,226.81
9.1.b	Software Support Year 1 (due upon Go-Live) Pro-Rated Monthly based on Go-Live date	\$388.19	12	\$4,658.25
9.2	Software Support Year 2 (January – December 2020)	\$7,885.06	1	\$7,885.06
9.3	Software Support Year 3 (January – December 2021)	\$7,885.06	1	\$7,885.06
9.4	Software Support Year 4 (January – December 2022)	\$7,885.06	1	\$7,885.06
9.5	Software Support Year 5 (January – December 2023)	\$7,885.06	1	\$7,885.06
9.6	Software Support Year 6 (January – December 2024)	\$7,885.06	1	\$7,885.06

*Agreement between Point and Pay and COUNTY will be arranged for all credit card readers.

**Electrical wiring and install will be determined by PROVIDER and COUNTY upon project initiation. The amount will be identified upon receipt of two (2) quotes presented to the COUNTY and confirmed by an addendum in writing signed by both Parties.

***The number of training days, training topics and schedule will be determined closer to project completion. Training to be charged on an "as used" basis. COUNTY shall not be charged for any unused on-site or remote training days.

E. Payment Schedule

Licensing, Customization and Implementation Payment Schedule

<u>Percentage Due:</u>	<u>Amount Due:</u>
25% - Due Upon Software Installation in Test Environment	\$36,409.92
25% - Due Upon Hardware Delivery	\$36,409.92
20% - Due Upon Hardware Installation	\$29,127.94
20% - Due Upon Go-Live	\$29,127.94
10% - Due Upon COUNTY Final Acceptance	\$14,563.97
 Total	 \$145,639.70

Training Payment Schedule

Upon Completion of Each Training Day:

On-Site Training Day 1 (8 hours)	\$4,200.00
On-Site Training Day 2 (8 hours)	\$4,200.00
On-Site Training Day 3 (8 hours)	\$4,200.00
On-Site Training Day 4 (8 hours)	\$4,200.00
Remote Training Day 1 (8 hours)	\$1,600.00
Remote Training Day 2 (8 hours)	\$1,600.00
 Total	 \$20,000.00

Annual Software Support Services Payment Schedule

Support	Due Date	Unit Cost	Qty	UM	Total
December 2018	11/28/2018	\$268.90	1	MO	\$268.90
Year 1 (January – December 2019)	12/28/2018	\$3,226.81	1	YR	\$3,226.81
Year 1 (due upon Go-Live) Pro-Rated Monthly based on Go-Live date	Upon Go-Live	\$388.19	12	MO	\$4,658.25
Year 2 (January – December 2020)	12/28/2019	\$7,885.06	1	YR	\$7,885.06
Year 3 (January – December 2021)	12/28/2020	\$7,885.06	1	YR	\$7,885.06
Year 4 (January – December 2022)	12/28/2021	\$7,885.06	1	YR	\$7,885.06
Year 5 (January – December 2023)	12/28/2022	\$7,885.06	1	YR	\$7,885.06
Year 6 (January – December 2024)	12/28/2023	\$7,885.06	1	YR	\$7,885.06

Invoices shall be due within 30 days upon receipt of accepted invoice provided that goods and/or services have been delivered, installed (if required), and accepted as specified.

F. Standard Support Services Terms

1. CHARGES, FEES AND PAYMENT. COUNTY shall pay the charges and fee for Standard Support Services as specified in Schedule B, §E. The annual fee is payable annually in advance prior to the first day of renewal term.
2. TAXES. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and COUNTY agrees to pay any such tax PARADIGM may be required to collect or pay which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder, or COUNTY shall otherwise furnish PROVIDER with tax exemption certificates acceptable to all taxing authorities.

G. Additional Services

1. COUNTY REQUESTED OTHER SERVICES. If COUNTY requests any additional services other than those set forth herein, PROVIDER shall present COUNTY with a change order setting forth the cost of providing the requested additional service at PARADIGM's then applicable rates and charges. No work in furtherance of any additional service shall be done without COUNTY's prior written approval.

