



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, July 11, 2018  
10:00 a.m. - Room 310

## BOARD MEETING AGENDA

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### CALL TO ORDER/FLAG SALUTE

### MINUTES:

Amended Minutes, May 2, 2018 Work Session;  
Minutes, June 27 2018 Board meeting;  
Minutes, June 27, 2018 Work Session

### VISITOR COMMENTS - 5 MINUTE LIMIT

### MATTERS:

- 12:00 pm Lunch meeting with Parks Advisory Committee - Annex Room
- 6:00 pm Hankey Road Meeting - Annex Meeting Room

### CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 07.02.18 & 07.09.18.
- (B) Ratify Partition Plat for Matzen Subdivision.
- (C) Approve Out-of-State travel for Justin Hecht and Lobo Hernandez, to attend National Association of Pretrial Services Agencies Conference 8.18.18 thru 8.23.18.
- (D) Order No. 21-2018, "In the Matter of Conveying Certain Real Property In Scappoose, Oregon, to Trevor and Kara Rogers; Tax Map ID Nos. 3N2W23-AD-121100 and 3N2W23-AD-12200; Tax Account Nos. 7052 and 7053."
- (E) Order 30-2018, "In the Matter of the Petition by James and Heidi Engen to Name a New Private Road, located off of Wonderly Road, near Rainier, "Oliva Drive".

### AGREEMENTS/CONTRACTS/AMENDMENTS:

- (F) Quitclaim Deed to Trevor and Kara Rogers; Tax Map ID Nos. 3N2W23-AD-121100 and 3N2W23-AD-12200; Tax Account Nos. 7052 and 7053, and authorize the Chair to sign.
- (G) C27-2018-1 Amendment 2 to Emergency Management Performance Grant with the Oregon Office of Emergency Management and Authorize the Chair to Sign

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

WORK SESSION MINUTES

May 2, 2018

The Columbia County Board of Commissioners met in scheduled session with Commissioner Margaret Magruder, Commissioner Henry Heimuller and Commissioner Tardif.

Commissioner Magruder called the meeting to order.

**MEETING WITH DOUG HAYES - PORT OF ST. HELENS:**

Doug Hayes, Port of St. Helens Director, was present to give the Board an update on Port business. He briefly went through the history of the Port and their mission. He talked about the various properties owned by the Port and the revenue generated by these properties. Some discussion was held on the Port Westward property and what's happening there. This was informational only and no action was needed.

**PROCESS FOR THE APPOINTMENT OF A NEW SHERIFF:**

The Board discussed the process for the appointment of an interim Sheriff, in light of the upcoming retirement of Jeff Dickerson. Sarah had provided the Board with the procedures for appointment and the options available. Time is short so the first decision is to determine which option to go with, then determine the process to use. This discussion will continue at a later date. No decisions made at this time.

**COURTHOUSE SECURITY OPTIONS:**

This matter was pulled and held over indefinitely.

**SALARY REQUEST:**

Todd Dugdale and Jean Ripa were present to discuss the pay level for an internal promotion. Jean noted that she was not comfortable in agreeing to this very high increase in pay for a promotional appointment. That means the decision fell to the Board. After discussion, ***Commissioner Tardif moved and Commissioner Heimuller seconded to approve the request by Todd Dugdale to offer E05/Step 5 to Suzie Dahl for the position of Building Official. The motion carried unanimously.***

**RECYCLING AND SOLID WASTE RATE INCREASE:**

Todd Dugdale, LDS Director, and Kathleen Boutin-Pasterz, Solid Waste Coordinator, and members of the Solid Waste Advisory Committee, heard presentations by Waste Connections and Waste Management regarding their respective collection service detailed cost reports and related rate requests. Unique to the FY2018-19 rate review is the unprecedented increase in costs to recycle materials. This year, SWAC is taking into consideration the current and anticipated cost of recycling in setting rates for FY 2018-19.

Based on a review of the detailed cost reporting information submitted, SWAC and county staff recommend approval of the collection franchisee rate adjustments, a 7.6% rate increase for rural Clatskanie, rural Rainier and the rural St. Helens service areas and an 8.2% increase in rural Scappoose and a 9.2% increase in the rural Vernonia service areas. Staff recommends that the Board set a public hearing to consider the proposed rate adjustments.

### **AMENDMENT TO CCZO - ACCESSORY DWELLING UNITS:**

Todd Dugdale and Glen Higgins were present for discussion. The State Legislature (2017-2018) created a statute that requires counties with population greater than 15,000, to accept and process development permits for Accessory Dwelling Units on lots in residential districts within a City Urban Growth Boundary (UGB). Staff presented the Board with a draft of the property text amendments to the CCZO, allowing Accessory Dwelling Units. The Board was agreeable to a maximum 750 sq ft size limitation, acknowledged that allowable residential lots are in the cities UGB, agreed that owner occupy either the primary dwelling or the ADU and that the county work with the cities to coordinate specific design and appearance. After discussion, ***Commissioner Heimuller moved and Commissioner Tardif seconded to authorize staff to initiate a text amendment to the CCZO to implement permitting of ADU's in certain zone designations. The motion carried unanimously.***

### **EXECUTIVE SESSION UNDER ORS 192.660(2)(f):**

The Board recessed the regular session to go into Executive Session as allowed under ORS 192.660(2)(f). Upon coming out of Executive Session, no action was taken.

### **PUBLIC HEALTH DISCUSSION:**

- Michael Paul, Public Health Administrator, was present for discussion. He informed the Board that the contract with the Public Health Foundation of Columbia County expires on June 30, 2018. He presented the modernization programs described in the statutes and the Public Health Modernization Manual, and a CLHO map categorizing local public health models statewide. The Oregon Health Authority is providing services in Wallowa County. The Board discussed the structure in Curry, Union, Douglas and Washington counties. After discussion, the Board agreed by consensus that a complete transfer of public health programs to the county is not in the best interest of the county. There was further discussion about how current funding for program elements compares to the four foundational programs described in the Modernization Manual.
- Mike then summarized the County's current responsibilities as: excluding children from school based on immunization status; developing a work plan for a new program titled "Community Participation and Assurance of Access to Reproductive Health Services"; animal bite investigations; governance and enforcement; and sub-recipient monitoring, including reporting expenditures and

participation in Oregon Health Authority's triennial compliance review scheduled for this fall.

- Mike then presented the results of the County's project form and the personnel cost for the operation of the Cities Readiness Initiative and Public Health Emergency Preparedness programs at the county. Discussion about the programs followed. The Board agreed by consensus to create a position that includes the duties of those programs, as well as some of the other duties the County has recently assumed by becoming the local public health authority last February. The Board also agreed that the coordination of the medical Reserve Corps should be a duty of the position.
- Mike informed the Board about the cost of Environmental Health Services. After discussion, the Board agreed by consensus to transition the Safe Drinking Water Program to the county on January 1, 2019.
- Mike has sent an ordinance, with exhibits, to County Counsel to create a Public Health Advisory Committee for the county. The Board will review the ordinance and schedule it on an upcoming meeting for consideration.
- The Public Health Foundation of Columbia County has inquired about records regarding environmental health revenue exchanged when those services transitioned from the Columbia Health District to the Public Health Foundation. The Board will continue this conversation at an upcoming meeting with the Public Health Foundation.
- The County received certificates of insurance from Columbia Community Mental Health, but has not received a certificate of insurance from Yakima Valley Farmworkers Association for an executed contract to provide services at the school-based health center in Clatskanie. This matter will be added to the agenda for the meeting with the Public Health Foundation. Commissioner Tardif will inquire about the contract between CCMH and PHFCC.
- Lastly, Mike informed the Board that PHFCC has requested permission to use WIC funding to complete a landscaping project in front of their building on Gable Road. The Board requested a copy of the proposed project and directed Mike to inform PHFCC of the pending road improvement project at or nearby the site of the proposed landscaping project. Mike will obtain a copy of the proposal for Board review.

***The Board recessed the meeting at 5:00 pm, to allow the Board to take a tour of the Ross Rock Pit on Monday at 9:00 am. After the 9:00 am tour, the Board reconvened the work session at 1:00 pm in the Board Office conference room.***

The meeting was called back to order on Monday, May 7, 2018, at 1:00 p.m, with Commissioner Magruder, Commissioner Heimuller and Commissioner Tardif present.

**EXECUTIVE SESSION UNDER ORS 192.660(2)(f) - Exempt Records:**

The Board immediately recessed the regular session to go into Executive Session as allowed under ORS 192.660(2)(f). Upon coming out of Executive Session, the Board requested that Karen Kane join the meeting.

The Board directed Karen to prepare a public information piece regarding the opportunity for citizens to indicate their interest in filling the office of Sheriff on an interim basis. It should note that interested candidates must submit a letter of interest, directly to the Board's Office, by May 14, 2018 and, further, that they attend the Board meeting on 5/16/18 at 10:00 am to give a 5 minute presentation on their qualifications for this position. The Board made it clear that candidates must be currently DPSST certified as Police Officers; have 4 years experience as a law enforcement officer, no disqualifying felonies; a citizen of the United States, 21 years of age and a resident of Columbia County for a minimum of one year. The Board emphasized that they may or may not choose any one of the candidates who submit their names and may decide to go down another path.

With nothing further coming before the Board, the meeting was adjourned.

Dated at St. Helens, Oregon this 2<sup>nd</sup> day of May, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
CFDA # 97.042**

***AMENDMENT #2***

**This is Amendment #2 (the “Amendment”) to Grant Agreement #17-505 (the “Agreement”) effective December 18, 2017 between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (“OEM”), and Columbia County (“Subrecipient”).**

**Whereas, OEM intends to provide additional funds to Subrecipient in consideration of increased match funds provided by Subrecipient and the performance of additional activities described in the Work Plan by Subrecipient, now therefore the Parties agree that, in exchange for the mutual covenants and assurances contained herein and other valuable consideration the sufficiency of which is acknowledged and agreed by the Parties,:**

**THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):** The grant performance period is July 1, 2017 through [*June 30, 2018*] **August 31, 2018.**

**1. Section 3 of the Agreement captioned “Grant Funds; Matching Funds” is amended to read as follows:**

In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed [*\$92,337*] **\$100,337** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.

**2. Exhibit A: The Section II of the Budget is hereby amended as follows:**

**II. Budget**

**There is a 50% cash match required on this grant.**

Grant Funds:	[ <i>\$92,337</i> ]	<b><u>\$ 100,337</u></b>
Match Funds:	[ <i>\$92,337</i> ]	<b><u>\$ 100,337</u></b>
<b>Total Budget:</b>	[ <i>\$184,674</i> ]	<b><u>\$ 200,674</u></b>

Signature Page Follows

Personnel Services	[\$207,015]	<b>\$ 223,015</b>
General Office Supplies	[\$0]	\$ -
Other Supplies	[\$0]	\$ -
Rent	[\$0]	\$ -
Phone	[\$0]	\$ -
Other Utilities	[\$0]	\$ -
Contractual/Professional Services - Specify	[\$0]	\$ -
Maintenance Costs - Specify	[\$0]	\$ -
Travel/Vehicle Expenses/Mileage	[\$0]	\$ -
Training/Workshops/Conferences	[\$0]	\$ -
Cost Allocations/De Minimis	[\$20,072]	\$ 20,702
Other - Specify	[\$]	\$ (43,043)
<b>Total (Grant plus Match)</b>	<b>[\$184,670]</b>	<b>\$ 200,674</b>

3. Exhibit D, lines (vi) through (viii) of the Agreement are amended as follows:

(vi) Amount of Federal Funds Obligated by this Agreement: [\$92,337] **\$100,337**

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \*[\$92,337] **\$100,337**

(viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: [\$92,337] **\$100,337**

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect. Subrecipient certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the date of its signature below and with the same effect as though made at the time of this amendment. This amendment is effective on the date it is fully executed and approved as required by applicable law

Approved by:

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Clint Fella, Mitigation and Recovery Services Section Manager, OEM

Date

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Signature of Authorized Subrecipient Official

Date

AMENDMENT NUMBER THREE TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN COLUMBIA COUNTY, OREGON AND  
CITY OF SCAPPOOSE

This Amendment Number Three is to the Intergovernmental Agreement by and between Columbia County, Oregon (“County”) and the City of Scappoose (“City”) for the provision of supervised Community Corrections work crews effective June 24, 2015, the (“IGA”).

WHEREAS, on June 24, 2015, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, on September 14, 2016, the County and the City entered into Amendment Number One to the IGA, extending the term of the Agreement through June 30, 2017; and

WHEREAS, on August 9, 2017, the County and the City entered into Amendment Number Two to the IGA, extending the term of the Agreement through June 30, 2018; and

WHEREAS, the parties desire to extend the term through June 30, 2020;

NOW, THEREFORE, the parties agree as follows:

- 1. Section 7, Term of Agreement, is hereby amended as follows:

This Agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2020, unless otherwise extended upon written approval of the parties.

- 2. This Amendment Number Three is effective on the date last signed below.

- 3. Except as specifically amended above, the IGA remains in full force and effect.

SCAPPOOSE

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Michael Sykes  
City Manager

By: \_\_\_\_\_  
Margaret Magruder, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

Approved as to Form

By: \_\_\_\_\_  
Alex Tardif, Commissioner

\_\_\_\_\_  
Office of County Counsel

Date: \_\_\_\_\_



AMENDMENT NUMBER FOUR TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN COLUMBIA COUNTY, OREGON AND  
CITY OF COLUMBIA CITY, OREGON

This Amendment Number Four is to the Intergovernmental Agreement by and between Columbia County, Oregon (“County”) and the City of Columbia City, Oregon (“City”) for the provision of supervised Community Corrections work crews effective October 17, 2012, the (“IGA”).

WHEREAS, on October 17, 2012, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, on July 2, 2014, the parties approved Amendment Number One to the IGA, extending the term of the Agreement through June 30, 2015; and

WHEREAS, on July 1, 2015, the parties approved Amendment Number Two to the IGA, extending the term of the Agreement for two years through June 30, 2017; and

WHEREAS, on August 9, 2017, the parties approved Amendment Number Three to the IGA, extending the term to June 30, 2018, and increasing the amount of compensation for services; and

WHEREAS, the parties desire to extend the term through June 30, 2020;

NOW, THEREFORE, the parties agree as follows:

- 1. Section 7, Term of Agreement, is hereby amended as follows:

This Agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2020, unless otherwise extended upon written approval of the parties.

- 2. This Amendment Number Four is effective on the date last signed below.

- 3. Except as specifically amended above, the IGA remains in full force and effect.

CITY OF COLUMBIA CITY

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Leahnette Rivers

By: \_\_\_\_\_  
Margaret Magruder, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

Approved as to form

By: \_\_\_\_\_  
Alex Tardif, Commissioner

By: \_\_\_\_\_  
Office of County Counsel

Date: \_\_\_\_\_

AMENDMENT NUMBER NINE TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN COLUMBIA COUNTY, OREGON AND  
CITY OF ST. HELENS, OREGON

This Amendment Number Nine is to the Intergovernmental Agreement by and between Columbia County, Oregon (“County”) and the City of St. Helens, Oregon (“City”) for the provision of supervised Community Corrections work crews effective May 16, 2007, the (“IGA”).

WHEREAS, on May 16, 2007, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, On June 25, 2009, the parties approved Amendment Number One to the IGA, amending Section 3, Compensation; and

WHEREAS, on December 17, 2009, the parties approved Amendment Number Two to the IGA, renewing the IGA for a term of one year, beginning July 1, 2009, and ending June 30, 2010; and

WHEREAS, on February 2, 2011, the parties approved Amendment Number Three to the IGA, renewing the IGA for a term of two years, beginning July 1, 2010, and ending June 30, 2012; and

WHEREAS, on September 19, 2012, the parties approved Amendment Number Four to the IGA, renewing the IGA for a term of two years, beginning July 1, 2012 and ending June 30, 2014; and

WHEREAS, on June 18, 2014, the parties approved Amendment Number Five to the IGA, renewing the IGA for a term of one year, beginning July 1, 2014 and ending June 30, 2015; and

WHEREAS, on July 15, 2015, the parties approved Amendment Number Six to the IGA, renewing the IGA for a term of one year beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, on September 14, 2016, the parties approved Amendment Number Seven to the IGA, renewing for a term of one year beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, on July 12, 2017, the parties approved Amendment Number Eight to the IGA, renewing for a term of one year beginning July 1, 2017 and ending June 30, 2018; and

WHEREAS, the parties desire to extend the term through June 30, 2020;

NOW, THEREFORE, the parties agree as follows:

1. Section VII, Term of Agreement, is hereby amended as follows:

This Agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2020, unless otherwise extended upon written approval of the parties.

2. This Amendment Number Nine is effective on the date last signed below.

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3. Except as specifically amended above, the IGA remains in full force and effect.

CITY OF ST. HELENS

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Rick Scholl  
Mayor

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
John Walsh  
City Administrator

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alex Tardif, Commissioner

Date: \_\_\_\_\_

Approved as to Form

Approved as to Form

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Office of County Counsel



3. Except as specifically amended above, the IGA remains in full force and effect.

ODOT - DISTRICT 1  
350 West Marine Drive  
Astoria, OR 97103

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
District 1 Manager

By: \_\_\_\_\_  
Margaret Magruder, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

Approved as to Form

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Alex Tardif, Commissioner

Date: \_\_\_\_\_

AMENDMENT NUMBER THREE TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN COLUMBIA COUNTY, OREGON AND  
THE PORT OF ST. HELENS

This Amendment Number Three is to the Intergovernmental Agreement by and between Columbia County, Oregon (“County”) and the Port of St. Helens (“Port”) for the provision of supervised Community Corrections work crews effective May 27, 2015, the (“IGA”).

WHEREAS, on May 27, 2015, the County and the Port entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, effective July 1, 2016, the County and the Port entered into Amendment Number One to the IGA, extending the term through June 30, 2017; and

WHEREAS, effective July 1, 2017, the County and Port entered into Amendment Number Two to the IGA, extending the term through June 30, 2018, and increasing the compensation; and

WHEREAS, the parties desire to extend the term through June 30, 2020;

NOW, THEREFORE, the parties agree as follows:

- 1. Section 7, Term of Agreement, is hereby amended as follows:

This Agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2020, unless otherwise extended upon written approval of the parties.

- 2. This Amendment Number Three is effective on the date last signed below.

- 3. Except as specifically amended above, the IGA remains in full force and effect.

PORT OF ST. HELENS

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Doug Hayes, Executive Director

By: \_\_\_\_\_  
Margaret Magruder, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

\_\_\_\_\_  
Office of County Counsel

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**  
**Timber Road Detour**  
Columbia County

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and COLUMBIA COUNTY, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. OR 47, Tualatin Valley Highway, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). A portion of Timber Road is part of the county road system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
3. State is conducting a project to replace Beaver Creek Bridge (Bridge No. 04950) on OR 47 (Key number 17522). The purpose of this Agreement is to obtain Agency's permission to use Agency's Timber Road as a detour route for the construction of the bridge.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree that Agency shall grant State access to Agency's right of way to establish a detour route, hereinafter referred to as "Detour Project," as required to complete State's OR 47: Beaver Creek Bridge Replacement project, hereinafter referred to as "State Project." The individual responsibilities of the Project are as outlined in "Exhibit A," attached hereto and by this reference made a part hereof. The location of the Detour Project is approximately as shown on the sketch map attached hereto, marked "Exhibit B," and by this reference made a part hereof.
2. State is solely responsible for all costs associated with the Detour Project. County shall not be liable for any expenditure under this Agreement.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or two

(2) calendar years following the date all required signatures are obtained, whichever is sooner.

### **AGENCY OBLIGATIONS**

1. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement. Agency grants permission for State to use Timber Road as a designated detour route as described in Exhibit A during the performance of State's Project.
2. Agency agrees to Agency Responsibilities described in Exhibit A. Except as specifically provided herein, Agency retains all statutory jurisdiction and road authority over Timber Road.
3. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
4. Agency's Project Manager for this Project is Mike Russell, Director, Columbia County Road Department, 1054 Oregon Street, St. Helens, Oregon 97051; telephone: (503) 366-3964; email: [Michael.russell@co.columbia.or.us](mailto:Michael.russell@co.columbia.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **STATE OBLIGATIONS**

1. State shall perform the work and agrees to the responsibilities described under State Responsibilities in Exhibit A.
2. State shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, State expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
3. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.



4. All employers, including State, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
6. State's Project Manager for this Project is Jayson Buchholz, Area 1 Project Manager, 422 Gateway, Suite 230, Astoria, Oregon 97103; telephone: (503) 325-4732; email: [jayson.w.buchholz@odot.state.or.us](mailto:jayson.w.buchholz@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:
  - a. If the other Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as other Party may authorize.
  - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

*Signature Page Follows*

**COLUMBIA COUNTY**, by and through its  
designated officials

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Mike Russell, Director  
Columbia County Road Department  
1054 Oregon Street  
St. Helens, Oregon 97501  
(503) 366-3964  
[Michael.russell@co.columbia.or.us](mailto:Michael.russell@co.columbia.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Project Delivery Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Area 1 Manager

Date \_\_\_\_\_

**State Contact:**

Jayson Buchholz, Project Manager  
ODOT Region 2, Area 1  
422 Gateway, Suite 230  
Astoria, Oregon 97103  
(503) 325-4732  
[Jayson.w.buchholz@odot.state.or.us](mailto:Jayson.w.buchholz@odot.state.or.us)

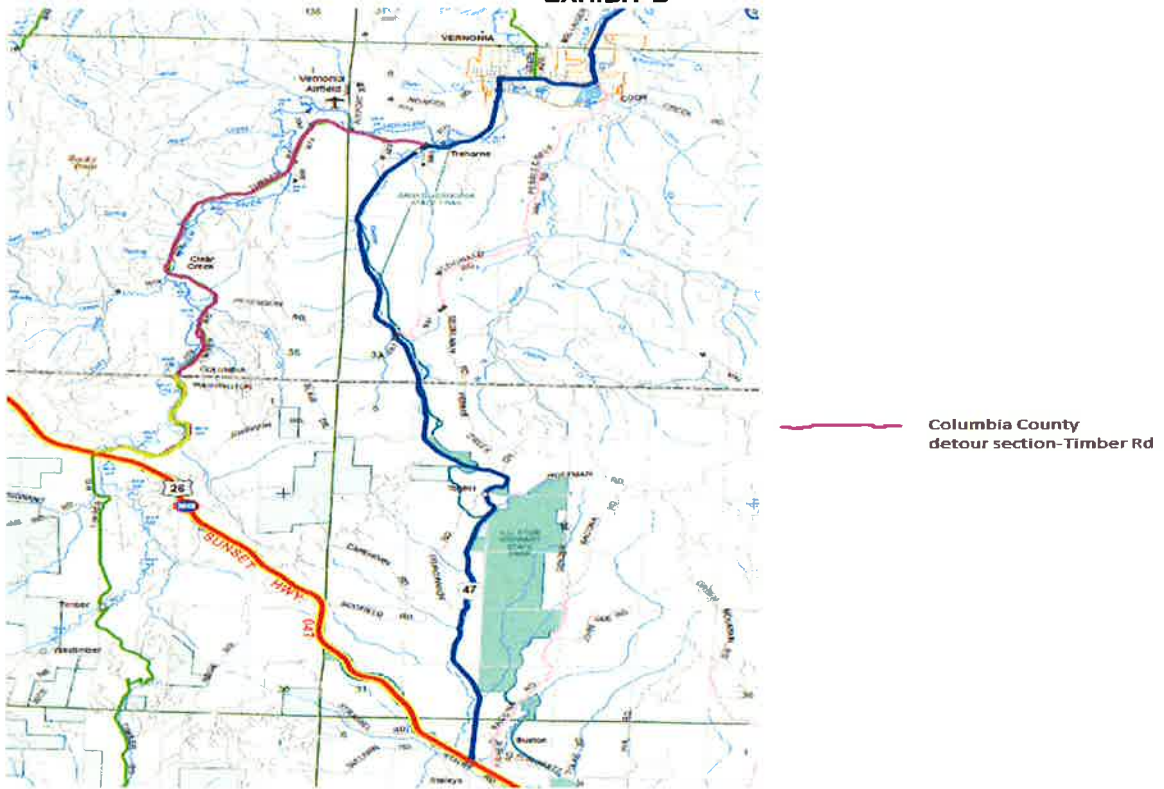
## EXHIBIT A

1. **Timeframe of Applicability**
  - a. Phase 1: Installation of safety features. Commencing on or about July 15, 2018 ODOT shall pave sections of Timber Road as agreed upon by State and Agency, stripe center lines and fog lines the length of the detour, and install mile post markers.
  - b. Phase 2: Use of Timber Road as a nighttime detour road. Commencing on or about August 6, 2018 and continuing through October 7, 2018, Timber Road will be a detour road twenty-four hours per day, seven days per week.
2. **State Responsibilities regarding Timber Road:**
  - a. Emergency road repair as needed.
  - b. Incident Response Management during the times the detour route is in effect as well as mutual assistance needed.
  - c. Repair of any roadway damage that is mutually agreed to be directly attributed to the use of Timber Road as the detour route.
3. **County Responsibilities:**

Assume maintenance of ODOT-installed signs and delineators following Project completion.
4. **Emergency Response:**

ODOT will convene a meeting by July 15, 2018 with Oregon State Police, Columbia County Sheriff, Washington County Sheriff, Vernonia Fire Department, Banks Fire Department, Columbia County 911 Center, and Washington County 911 Center to discuss emergency response for any incidents on Timber Road during the OR47: Beaver Creek Bridge Replacement Project.

**EXHIBIT B**



Lane County Intergovernmental Agreement

THIS Intergovernmental Agreement is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and COLUMBIA COUNTY, hereinafter referred to as AGENCY, for the period commencing July 01, 2018 to and including June 30, 2021.

WHEREAS, COUNTY and AGENCY are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The total amount of funds to be paid to AGENCY for the period of the Intergovernmental Agreement is identified as follows:

FY 18/19 Paid by LANE COUNTY 1 Of 3					
Service Description	Funding Period	Funding Source	Amount	Service Units	Account (Grant)(Program)
Estimated revenue-sharing	07/01/18 - 06/30/19	Other	\$8,000.00	12	512201-286-3427810
<b>Total:</b>			\$8,000.00		
FY 19/20 Paid by LANE COUNTY 2 Of 3					
Service Description	Funding Period	Funding Source	Amount	Service Units	Account (Grant)(Program)
Estimated revenue-sharing	07/01/19 - 06/30/20	Other	\$8,200.00	12	512201-286-3427810
<b>Total:</b>			\$8,200.00		
FY 20/21 Paid by LANE COUNTY 3 Of 3					
Service Description	Funding Period	Funding Source	Amount	Service Units	Account (Grant)(Program)
Estimated revenue-sharing	07/01/20 - 06/30/21	Other	\$8,800.00	12	512201-286-3427810
<b>Total:</b>			\$8,800.00		

The terms of this Intergovernmental Agreement are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 09-07-2016

EXHIBIT A dated 09-01-2016

EXHIBIT B dated 09-01-2016

EXHIBIT C dated 06-19-2018

EXHIBIT E dated 09-01-2016

Regardless of any statement to the contrary in this Intergovernmental Agreement, EXHIBIT D are not relevant to this Intergovernmental Agreement

COLUMBIA COUNTY	Federal I.D.:
<p>_____</p> <p>Authorized Signature <span style="float: right;">Date</span></p>	

**Lane County, Oregon**

County:

\_\_\_\_\_  
Karen R. Gaffney                      Date  
Health & Human Svcs Director

Originator:

Collette M. Christian  
Program Services Coord 2  
Collette.Christian@co.lane.or.us  
151 WEST 7TH AVE S-520  
EUGENE, OR 97401

Insurance Reviewed:



## LANE COUNTY INTERGOVERNMENTAL AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to COUNTY by AGENCY as noted on the previous pages, for the period of this agreement as previously designated, it is mutually agreed as follows:

1. Services. COUNTY shall perform as an independent contractor, and not as an agent of the AGENCY the necessary services to conduct the specific programs described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C – Budget Plan by this reference made a part hereof.
2. Client Confidentiality: No information contained in a client record shall be disclosed if such disclosure is prohibited by ORS 179.505 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by Division implementing the foregoing laws, or any other applicable federal or state confidentiality law.
3. Labor Laws. AGENCY agrees to comply with all federal, state and local labor laws which are applicable to the execution of this contract. AGENCY agrees that all subject employers working under this agreement are either employers that will comply with ORS 656.107 or are employers that are exempt under ORS 656.126.
4. Tax Laws. By execution of this agreement, AGENCY certifies, under penalty of perjury, that, to the best of AGENCY's knowledge, AGENCY is not in violation of any tax laws described in ORS 305.380(4).
5. Settlement of Disputes. Differences between AGENCY and COUNTY, or between agencies, which do not involve grounds for termination, will be resolved when possible at appropriate levels, followed by consultation between boards if necessary.
6. Indemnity/Hold Harmless. Each of the parties agrees to indemnify and save the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever and to defend all claims, proceedings, lawsuits, and judgments resulting from, arising out of, or relating to the operations of its responsibilities under this agreement. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.
7. Amendments. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. AGENCY, by signature of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.
8. No Third Party Beneficiaries: COUNTY and AGENCY are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
9. Severability: The parties agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

10. Termination: The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement upon thirty (30) days' written notification to the other party.
11. Exhibits: This contract consists of the following exhibits attached hereto and by this reference made a part hereof:
  - a. Exhibit A – Additional Terms and Conditions
  - b. Exhibit B – Program Plan
  - c. Exhibit C – Budget
  - d. Exhibit D – Match
  - e. Exhibit E – Special Reporting Requirements
  - f. Exhibit F – Lane Manual
  - g. Exhibit G – Federal Requirements

## **Exhibit A**

### **Additional Terms and Conditions**

**EXHIBIT A  
ADDITIONAL TERMS AND CONDITIONS  
STATEWIDE HEALTHSPACE RESTAURANT INSPECTION SOFTWARE**

**In the execution of this Contract Agreement, Agency** is subject to the Terms and Conditions of this Exhibit and the attached HealthSpace Support Plan and Change Management Procedures. Lane County has executed a contract with HealthSpace to provide for the purchase of licenses for all Oregon Counties, wishing to utilize the HealthSpace Environmental Health Software (EHS) for the purpose of licensing food services establishments in Agency's County.

**Oregon Health Authority (OHA) :**

Please note that, for the purposes of this Exhibit and the Attached HealthSpace Support Plan (HSP) and Change Management Procedures, **neither County nor Agency fulfill the support role with HealthSpace. The OHA** will provide staff to fulfill role of the Primary Administrative Contact (PAC), as required in the attached HSP.

**County** will be responsible for paying to HealthSpace the License Fee and the Annual support/Maintenance Fee and hosting for the EHS licenses required by Agency.

**Agency is granted** a limited, non-perpetual license (the "**License**") to use the EHS for the duration of this Contract Agreement.

**Agency** acknowledges and agrees to the following limitations on its license for the EHS:

i) *No Modification or Reverse Engineering*—Agency will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the OHA) the whole or any part of the HealthSpace Software, nor will Agency translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of the HealthSpace Software.

ii) *No Rental or Timeshare Use*—Agency will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the HealthSpace Software in any way, nor will Agency use of the HealthSpace Software in a computer service business, service bureau, hosting or timesharing arrangement.

iii) *Unauthorized Equipment*—Agency will only use the HealthSpace Software on computing devices which are supplied by HealthSpace or which meet certain minimum system requirements as provided by HealthSpace from time to time.

iv) *Proprietary Notices*—Agency will not directly or indirectly remove any proprietary notices, labels or marks from the HealthSpace Software or other materials, including those indicating any intellectual property rights of HealthSpace or any third party unless otherwise agreed between the parties in writing.

**Dated 9/1/2016**



# HealthSpace Support Plan and Change Management Procedures

This Addendum to Exhibit A has been adapted from the Lane County contract with HealthSpace\*, to ensure that the requirements for Agency participation are properly represented, as well as the responsibilities of County and the Oregon Health Authority (OHA). This information is contained in Exhibit B of the Contract between Lane County and HealthSpace.

\*Lane County contract Number 52116, 9/1/2015 - 8/31/2018, renewable.

## Overview

The purpose of this document is to specify support procedures for the HealthSpace Software for the County, Agency and OHA (collectively "The Parties"). The goal of these procedures is to ensure high quality and efficient utilization of this resource.

## Roles

### 1. *HealthSpace Client Representative*

The HealthSpace Client Representative will be the primary point of contact for management of service requests from the Parties. The HealthSpace Client Representative will meet via teleconference with the OHA PAC to coordinate the processing of service requests. The HealthSpace Client Representative will bring in other HealthSpace resources as required, and will provide input on the classification of service requests by type, priority, level of effort and business impact.

### 2. *Department Primary Administrative Contact (PAC)*

The OHA PAC will be the primary point of contact for management of service requests for the Parties. The OHA PAC will meet via teleconference with the HealthSpace Client Representative to coordinate the processing of service requests. The OHA PAC will be responsible for setting type, priority, level of effort and business impact of all service requests.

### 3. *Program area User contacts*

Each participating County/Agency program will have one or more User contacts. These individuals will have the following responsibilities:

- Participate regularly in the HealthSpace Support Forum
- Participate as required in the service conference calls with HealthSpace
- Advise the OHA PAC in assessing and classifying service requests
- Communicate with particular Agency/County/OHA program staff on changes and issues as required
- Develop implementation plans for service requests with a business process impact

### 4. *Program area directors*

- Sign-off on any change request with a business process impact
- Sign-off on any CRITICAL service requests (sign-off may be after the fact)
- Sign off on business requirements for high effort service requests
- Participate with the service manager in service planning meeting at least once a quarter

### 5. *County Manager*

1. Negotiate service and maintenance contract
2. Provide a point of escalation for the service manager and program directors
3. Participate with the OHA PAC and HealthSpace in quarterly service reviews

### 6. *Stakeholder*

1. An user of the system or any HealthSpace employee who is directly involved in the servicing, maintaining or deployment of the HealthSpace on behalf of the County/ Agency/OHA

## Service Requests

Service requests for changes to EHS will be classified as either a system upgrade, bug fix or major/new. These parameters will determine how requests will be handled and tracked.

Service request have three status conditions. These will be used as follows:

- **New:** All service requests will be submitted to the Support Forum as new.

- **Review:** Service requests will have the status of Review after the OHA PAC has read them. They will stay in this status until they are closed or transferred to and accepted by the HealthSpace Client Representative for action by HealthSpace. While under review, the service request will be given a type, a priority and a level of effort, and the business impact will be assessed.
- **Active:** Service requests with an active status will be those which are being addressed by HealthSpace.

### Types

Service requests will be classified as either Suggestions or Problems.

**Problems/Bug Fixes/System Upgrades:** These will include HealthSpace functions that do not work properly or change or enhancements required to the system. Unresolved problems will be tracked in the Unresolved Problems folder in the HealthSpace Support Forum. This folder will contain all service requests that HealthSpace is required to address, and only service requests which HealthSpace can address.

**Suggestions:** Suggestions will include all issues and changes that meet one of the following criteria:

- Changes that do not involve changes to EHS such as changes to or a clarification of business processes.
- Changes which require and have not received management review and approval prior to being forwarded to HealthSpace
- Changes which require clarification or analysis before they are well enough understood to be assessed.

Suggestions will be tracked in the Unresolved Suggestions folder in the HealthSpace **Support Forum**.

### For service requests:

An item is placed in the Support Forum. It is analyzed by OHA PAC and HealthSpace. If there is agreement the request should be acted upon, a project is developed with a schedule. Tasks are then created and moved to HealthSpace Development.

Development is done in a Development Database/Template. There may be more than one task being worked on at a time. Each task changes 'Elements' of the program. An element is 'Checked Out' of the template when a developer is modifying it, to prevent changes over-lapping or conflicting. If two tasks require the same element, one will wait until the other task is complete. Development does rudimentary testing, and then moves the tasks on to HealthSpace Quality Assurance/internal testing.

Internal testing is done in a 'clean database' and may involve a pre-test review by the OHA PAC or designate. The elements that are indicated in each completed development task are moved to the testing database. If a completed task shares an element with an incomplete task, no elements from either task are moved to the testing database. When both are complete, they are tested together. All elements that have been modified in a task, or tasks, stay in the testing database and are refreshed to Testing & Training and Live databases at the same time; right now, each Friday evening, so that modifications to the database are available first thing Monday

### For bug fixes:

An item is placed in the Design Forum, or is telephoned in to the office Support Desk. A task is created immediately, and development begins to fix the problem. The 'offending' Element is checked out of the template to be modified. Development does rudimentary testing, and then moves the tasks on to Quality Assurance/Testing.

HealthSpace operations will test the change, and if necessary, the modification will be refreshed immediately. However, all elements that have been modified in a task, or tasks, stay in the testing

database and are refreshed to Testing & Training and Live databases at the same time, meaning, that everything that has been previously tested, will be refreshed with the bug fix.

**For Major/New Development:**

When a decision has been made and authorization is granted to make major changes to an existing module, or a new module added to EHS, discussion will happen in Support Forum, with a user group defining the changes needed. Once there is consensus between the user group, OHA PAC and HealthSpace a project(s) is created from the discussion forum outlining the tasks and schedule to complete the upgrade or addition.

Development is done in a Development Database/Template. There may be more than one task being worked on at a time. Development does rudimentary testing, and then moves the tasks to a testing database.

Testing is done by the Program Area User Contacts as changes happen, in a testing copy for that particular module. No other work that will affect the changes will be refreshed to this testing database (bug fixes or service requests that have to do with the existing modules). When there is a consensus from the user group that a certain portion of the program is to their satisfaction, it is signed off, and the next phase begins, until the new development is complete. Now the tasks move to internal and user testing.

Testing is done in a 'clean database'. The elements that are indicated in each completed development task are moved to the testing database. When the new development has been thoroughly tested, it is rolled out to Testing & Training database, and Live.

**Processing Service Requests:** When the OHA PAC sets the Priority and Business Impact, it should be done in a response document to the original post, to keep the actual posting titles free of clutter, and postings easy to find

The Parties must indicate their priority in the Support Forum if there is work that needs to be done in a certain order. If there is no priority list, HealthSpace will analyze the requests and do them in the most logical order for development - usually in order that they are posted.

HealthSpace only can set the level of effort, and is usually be done by staff developer and communicated to the OHA PAC by the HealthSpace Client Representative.

Processing service requests will be done when the OHA PAC has enough information from all interested parties, from Management to Program Users, and in all three HSDA's.

When tasks are complete, and ready for refresh, notification will be sent to the OHA PAC, as well as posted in the design forum, recent changes area of the Welcome Page, and an email to the initiator of the request. The OHA PAC must ensure that this information is distributed and easily available to those particular people who 'need to know' and are affected.

**Priority**

Every service requests will be given a priority by the OHA PAC, in consultation with users and HealthSpace. By convention, priority will be indicated at the beginning of a service request title.

Priorities will be assigned by the following criteria:

**Critical:** These will include emergency services requests. They must be addressed immediately within one hour in order for the OHA PAC to continue to perform critical functions. Addressing these services requests will involve, if necessary, emergency changes to the software and will override the normal change control process.

Service requests of this priority should be very infrequent.

**Non Critical:** Services requests having a direct impact on productivity and service levels and will be responded to within four hours. These will be addressed within the standard change control procedures as quickly as possible.



**Level of Effort**

In general, the level of effort required on any task will be set by HealthSpace Client Representative. This will be communicated to the OHA PAC by HealthSpace. Level of Effort does not indicate a timeline for the task to be complete.

Levels of effort will correlate with the complexity of the service request, so the level of documentation and sign-off required will increase with level of effort. Medium service requests will require, as a minimum, a written specification that have been reviewed and agreed to by the OHA PAC and HealthSpace.

High levels of effort requests will require a written specification signed off by the Program Area Director and formally accepted by HealthSpace. Consensus must be gained by the COUNTY between the Program Area Director, the OHA PAC, Program Area User Contacts and HealthSpace as to the exact parameters of the request in terms of desired results, functionality and business impact. HealthSpace's acceptance will signify that the requirement is specified in adequate detail and that they have no concerns regarding the feasibility or reasonableness of the request.

**Business impact**

Service requests to HealthSpace of any type, priority or level of effort may involve changes to the Parties' business processes. Whenever this is the case, there must be an action plan to coordinate the implementation of the software changes with changes in business processes in program areas.

**System Releases**

Changes to EHS are not bundled into periodic releases like new versions of software. System upgrades and newly developed elements are released into the live system as they are tested and signed off by the Parties. It is good practice to have the system locked down after a period of changes where no new development takes place except for minor maintenance and bug fixes. A constantly changing system can cause confusion among users. New requirements and changes are then catalogue and acted upon when the system is reopened for upgrades and development. This provides for system stability and familiarity of user interfaces thereby increasing productivity. It further provides management an opportunity to control the intervals of when and what where changes are implemented. The objective of any initiative to upgrade or add new development is to bring the system to a period of lockdown or stasis.

The major steps in a system release will be as follows:

- Development of the release test plan  
This document must specify what testing needs to be done prior to promotion of the release into production, and who will do the testing. As software changes can have unpredictable consequences, the scope of testing will include confirming both that scheduled changes have occurred, and that there are no unintended consequences. Program Area Contacts will normally participate in testing and will need to review and sign-off on the plan as well as the OHA PAC.
- Develop a communication and training plan  
Users of HealthSpace will need to be informed of changes to HealthSpace prior to implementation. Typically some level of refresher training and updates to documentation will be required. This amount of effort required for this will vary depending on the nature of the changes.
- Development of system changes  
Development is done in a Development Database/Template. QA testing is done in a QA database. All elements that have been modified in a task, or tasks, are refreshed to Testing & Training databases.

- Testing  
The new release will be tested by the OHA PAC and Program Area Contacts, as per the test plan.
- Promotion of new release into production
- Settling in period and follow-up

### **Communication**

The principle mechanism for creating, and tracking service requests is the HealthSpace Support Forum. Active participants in the Support Forum will be HealthSpace Client Representative, OHA PAC and Program Area User Contacts. As much as possible, the Support Forum will be used as a repository of design information and implementation plans related to service requests.

The Support Forum is not an appropriate mechanism for discussion and resolution of design or business process issues, or for recording and responding to service complaints. Communications of this type will be handled via email, telephone contact, design workshops and/or weekly or monthly meetings.

### **Escalation**

Any stakeholder in the Parties'/HealthSpace implementation, including HealthSpace staff, can escalate service issues or problems to the Department Manager or the HealthSpace President. Normally this escalation will go through the OHA PAC or the HealthSpace Client Representative who also serves as the Project Manager.

An issue or problem can be escalated if the stakeholder cannot resolve an issue or problem using the Support Forum or interacting with the Department or HealthSpace staff as outlined herein. A notice of escalation will be sent to the OHA PAC or Client Representative prior to action and all correspondence resulting from the escalation must be copied to the OHA PAC and Client Representative.

**Exhibit B**  
**Program Plan**

## **EXHIBIT B PROGRAM PLAN**

### **AGENCY AND COUNTY WILL:**

Maintain local public health authority as provided for under ORS 431.003 and, by means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), will be granted the powers, duties and functions enumerated in ORS 624.510, providing for the collection of fees for the services described herein (food handler training/testing/completion and certificate/card issuance).

### **AGENCY WILL:**

1. Provide local, in-person food handler training programs and shall issue food handlers' permits/cards to those who successfully complete the in-person food handler training program at Agency's place of operation.
2. Authorize Lane County, by means of this Contract, to provide on-line food handler training, testing and completion certificate/card issuance for residents of Agency's County as its "Designated Agent", as permitted under OAR 333-175-0031.
3. Agree to not hold Lane County liable for any purported loss of on-line food handler certificate income during times of unavoidable lack of access to the Lane County training/testing web site (orfoodhandlers.com).
4. Recognize that, if AGENCY authorizes other entities, including components of Agency's County government, to provide on-line training, testing and foodhandler completion certificate issuance for residents of Agency's County, in competition with COUNTY's on-line foodhandler service (orfoodhandlers.com), which provides the basis for the revenue-sharing outlined in this Intergovernmental Agreement, AGENCY will be responsible for, at a minimum paying for participation in the COUNTY-funded, statewide HealthSpace Environmental Health Software inspection system, referenced in Exhibit A, Additional Terms and Conditions. Please note that, as outlined in Item 11, below, COUNTY seeks to limit on-line competition with COUNTY'S program/website **solely** to protect the revenue stream that permits COUNTY to fund the statewide HealthSpace Environmental Health Software inspection system.

### **COUNTY WILL:**

1. Provide an on-line testing food handlers' service, as an agent of the Oregon Health Authority (OHA) and a designated agent of AGENCY, that meets OHA requirements under the authority granted To establish those standards (ORS 624.570(4), as enumerated in OARs 333-150-0000, 333-157-0000, 333-158-0000 and 333-175-0051.
2. Provide AGENCY with the location of a website, to be specified in Exhibit C, to which residents of AGENCY's County may be directed for on-line training/testing. Lane

County may change the website, but must provide re-direction to a new site with a minimum of 30 days' advance notice to AGENCY.

3. Issue a food handlers' completion certificate with the Lane County logo that shall be valid throughout the State of Oregon for a period of three years from the date of issuance.
4. On behalf of its Environmental Health program will maintain a Merchant ID account that will at least permit on-line payment services via Visa and MasterCard.
5. Provide for on-line payment for these services at a secure website (provided under contract between Lane County and an on-line payment gateway and service) at the rate established by the OHA under ORS 624.570(5), via triple-encryption or other secure technology.
6. Maintain all financial records relating to this Intergovernmental Contract in accordance with generally accepted accounting principles.
7. Provide access to all financial records to AGENCY, the OHA and the Oregon Secretary of State's Office, during regular County working hours.
8. Maintain transaction records and all other financial records related to this Contract for the period of time specified in OAR Chapter 166.
9. Reimburse AGENCY 80% of the proceeds of all on-line testing for residents of AGENCY's County that enter the orfoodhandlers.com testing website (or a successor site) by means of Contracting county's weblink on its county website, a related County webpage or the State of Oregon Agency County link (<http://public.health.oregon.gov/HealthyEnvironments/FoodSafety/Pages/cert.aspx>), or successor sites. According to the schedule provided in Exhibit C, 80% of the proceeds is currently set at \$8 per transaction by OAR 333-175.0101.
10. COUNTY guarantees a minimum payment of \$5 per Agency county resident using the orfoodhandlers.com website, who do not enter that website, as defined in the preceding paragraph. COUNTY may reimburse AGENCY up to 80% of the proceeds for all on-line testing for residents of AGENCY's County, who do not enter the orfoodhandlers.com testing website as defined in the preceding paragraph, if funding permits.
11. COUNTY guarantees it will use a portion of the fees earned under this Intergovernmental Agreement, but not remitted to AGENCY, to pay for AGENCY'S license to use the HealthSpace Environmental Health Software, contracted for by COUNTY under County Contract 52116. COUNTY will purchase a sufficient number of licenses for AGENCY's sanitarians and/or office staff and will remit to HealthSpace all required support/maintenance and related fees. A copy of the COUNTY-HealthSpace contract will be provided AGENCY, upon request. COUNTY will further pay for all custom developments to the

standard HealthSpace modules required for AGENCY's use of the HealthSpace Environmental Health Software, if approved by the OHA for development for AGENCY. This provision is subject to the limitations outlined above in Item 3 under "AGENCY WILL".

12. Provide AGENCY with a report of income, similar or identical to the report represented under Exhibit E in the original agreement, when requested.
13. Provide support and service to AGENCY during normal COUNTY operating hours to ensure AGENCY's ability to respond to queries from residents of its County.
14. Ensure its best-faith effort to maintain a training/testing site that functions and is accessible to residents of AGENCY's County.

Dated: 9/1/2016

## **Exhibit C**

### **Budget**

**EXHIBIT C**  
**BUDGET/REIMBRUSEMENT RATES**

Agency will receive payment on a quarterly basis from (Lane) County.

Agency will be paid up to \$8 for every resident of Agency County that pays for an online food handlers' test at this url: <http://www.orfoodhandlers.com>, per the specific guidelines established in Exhibit B.

Agency will be paid \$1 for every duplicate certificate of program completion issued.

These rates are based on the maximum fees established under OAR 333-175-0101.

The estimated value of this contract for the period July 1, 2018 through June 30, 2021 is: \$25,000. (Reimbursement will be made in accordance with the guidelines established in Exhibit B, this estimate is provided solely for the purposes of County internal processing.)

Dated: 6/19/2018



**Exhibit D**

**Match**

**Not Applicable**

**Exhibit E**  
**Special Reporting Requirements**

**EXHIBIT E**  
**Special Reporting**

Lane County directly reports each participating county's required data on food handler card issuance via the orfoodhandlers.com website to the State, at the request of the Oregon Health Authority (OHA).

The following represents a sample of the reporting issued.

Agency may request a copy of any reporting by contacting: [cindy.reynoso@co.lane.or.us](mailto:cindy.reynoso@co.lane.or.us)

**Report #1: EXAMPLE**

NAME	ADDRESS	CITY	STATE	ZIP	AUTH CODE CC Number
Jane Doe	999 Foodhandlers Ln	Salem	OR	97310	85968 7795
John Q. Public	777 Clean Hands Dr	Portland	OR	97210	86822 7635

**Report #2: EXAMPLE**

Language	# of Tests	# of Test Passed	Average Score	Test Version
English	526	489	90	1,2,3,4
Spanish	35	32	86	1,2

Dated 9/1/2016

**AMENDMENT NUMBER 1 TO CULTURAL PARTICIPATION GRANT AGREEMENT  
NUMBER FY17-CPT-14703**

**“FY2017 Cultural Participation Grant Agreement”**

This is Amendment Number 1 to Agreement Number FY17-CPT-14703 (as amended from time to time the “Contract”) dated 31 October November 2016 between the State of Oregon acting by and through its Oregon Cultural Trust (“Cultural Trust”), and Columbia County Cultural Coalition, an Oregon nonprofit corporation (“Coalition”).

The Agreement is amended as follows (new language is indicated by double underlining, and deleted language is indicated by ~~strikethrough~~):

1. Second paragraph:

“Upon receipt of this document, and after receipt of any reports due to the Cultural Trust, the Cultural Trust will release all funds for FY2018 Grant support for the purposes described in the cultural plan. Grant funds are to be expended ~~during the granting period, between September 1, 2016 and December 31, 2016~~ not later than December 31, 2018 for projects that will be completed by ~~December 31, 2017~~ March 31, 2019. This agreement is void if it is not returned, signed, to the Oregon Cultural Trust within 30 days.”

2. The Coalition warrants and assures that:

“3. The Coalition agrees to submit a completed Final Report for this grant using the online system created by the Cultural Trust by ~~January 31, 2018~~ April 30, 2019.”

“10. The Coalition will receive unexpended grant funds in the amount of \$10,717.11 in a transfer from Columbia County. The Coalition shall establish and maintain a segregated bank account to manage these funds, and these funds may only be deposited in this account. The Coalition will follow generally accepted accounting principles to account for deposits and expenditures.”

“11. The Coalition will make grants to fund projects according to the priorities identified in the Columbia County Cultural Plan. Cultural Development Grant funds must be used:

(a) To address significant opportunities to advance, preserve or stabilize cultural resources;

(b) To invest in the development of new resources;

(c) To support proposals that have a broad cultural impact beyond the applicant itself; and

(d) To support proposals from applicants with culture as a priority within the mission of the organization.

Cultural Development Grant funds may not be used for:

(a) Indirect costs;

(b) Tuition assistance or scholarships for college, university, or other formal courses of study;

(c) Projects that have been substantially completed by August 1, the start date of the grant period;

(d) Grants to offset previous project deficits; and

(e) Events whose primary focus is to raise funds for a non-cultural cause.”

“12. The Coalition will deliver to the Cultural Trust, within 30 days from the signing of this amendment, an informational plan to expend the unexpended grant funds.”

Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. Coalition certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**Certification:** The individual signing on behalf of Coalition hereby certifies and swears under penalty of perjury: (a) the number provided for the above-referenced Agreement is Coalition’s correct taxpayer identification; (b) Coalition is not subject to backup withholding because (i) Coalition is exempt from backup withholding, (ii) Coalition has not been notified by the IRS that Coalition is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Coalition that Coalition is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Coalition, s/he has authority and knowledge regarding Coalition’s payment of taxes, and to the best of her/his knowledge, Coalition is not in violation of any Oregon tax laws (including, without limitation, the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Cultural Trust of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

**Three party agreement:** Columbia County holds unexpended grant funds that the Cultural Trust awarded for use by the Coalition, in the amount of \$10,717.11. By their signatures below, Columbia County agrees to transfer such funds to the Coalition, and in consideration thereof, the Cultural Trust and Coalition agree to release and forever discharge Columbia County and its officers, agents and employees, from any and all duties and obligations associated with such funds. The Coalition further agrees to indemnify and hold harmless Columbia County, its officers, agents and employees from and against any and all claims, suits, or action of whatever nature resulting from or arising out of the activities associated with the transferred funds.

This amendment and agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

**Columbia County Cultural Coalition**

	Treasurer	
Kannikar Petersen	Title	Date

**Oregon DOJ** Approved as to Legal Sufficiency (All Contracts over \$150,000, unless exempted)

	Not Required per OAR 137-045-0050	
Assistant Attorney General		Date

**Oregon Cultural Trust**

	Executive Director, Oregon Cultural Trust	
Brian Rogers	Title	Date

**Columbia County**

	Chair, Board of County Commissioners	
Margaret Magruder	Title	Date

**PUBLIC SERVICES CONTRACT (ORS Chapter 279B)**  
**by and between COLUMBIA COUNTY and PARADIGM SOFTWARE, L.L.C.**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County," and Paradigm Software, L.L.C., hereinafter referred to as "Contractor," for a Transfer Station Scale House Software System.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the last date signed by the parties, below.
2. Contract Term. The Agreement shall be in effect for five (5) years from the effective date. Unless this Agreement is terminated pursuant to Section 16, below, this Agreement may be amended to extend the Agreement for five (5) additional one (1) year terms.
3. Contractor's Services and Contract Documents. Contractor agrees to provide services consistent with this Agreement and the following documents, which together constitute the Contract Documents:
  - A. Contractor shall provide the services described in the Request for Proposals (RFP), dated November 2, 2017, which is attached hereto as Exhibit A and incorporated herein by this reference.
  - B. Contractor shall provide services as described in Contractor's Proposal, dated November 28, 2017, which is attached hereto as Exhibit B and incorporated herein by this reference.
  - C. Contractor shall provide services in accordance with the Service Level Agreement, which is attached hereto as Exhibit C and incorporated herein by this reference.
  - D. Contractor shall provide services as described in Purchase Price and Payment Schedule, which is attached hereto as Exhibit D and incorporated herein by this reference.
  - E. Contractor shall provide standard training in the use of the Hardware and Software according to the Purchase Price and Payment Schedule section of this Agreement. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the County and shall be invoiced to County in accordance with the above provisions.
  - F. 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 Contractor 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 Contractor 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.

- G. County agrees to test, and if operable, accept and use all updates, amendments and alterations to the Software furnished to County hereunder and to install and maintain for the duration of this Agreement, an appropriate Internet connectivity to allow the use of LogMeIn or other secure remote access. County shall allow Contractor continuous access to the Software via this connection for the purpose of providing Standard Support. County will provide Contractor with dumps as requested, and with sufficient support and test time on County's computer system to duplicate any conditions or problems identified by County or Contractor.
- H. Standard Support Services. During the term of this Agreement, Contractor will provide to County its Standard Support Services described in this paragraph. Subject to the license granted to County under the System Implementation Agreement, Contractor will provide technical services to design, code, check out and deliver amendments or alterations of the Software necessary to correct or solve any programming error attributable to Contractor which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to County by Contractor pertaining to the use of the Software (the "Documentation"). Such services will be promptly provided after County has identified and notified Contractor of any such error in accordance with Contractor's reasonable reporting procedures as in effect from time to time. Contractor 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 Contractor holidays. Emergency after hours support is available during non-business hours.
- I. Coverage. The computer programs and software eligible for Standard Support Services (as defined below) are those programs described on the Software Support Schedule or attached hereto, as updated with all current amendments, alterations, enhancements, improvements and updates furnished to County under warranty (the "Software"). Standard Support Services shall be rendered only to only the supported versions of Software running with the applicable operating system version supported by Contractor. However, Contractor agrees to support current version (CompuWeigh 6.x) for ten (10) years.
- J. Software Escrow. Contractor shall maintain in escrow the source code of the County's current version of the software. The parties shall enter into a separate agreement to govern all aspects of source code escrow and release.
- K. Other Services. Any additional services, not specifically identified within this contract but within the scope of this project, shall be separately negotiated and shall require contract amendment. County agrees to pay Contractor's charges for services not included in this Agreement upon written authorization by both parties, computed at Contractor's regularly scheduled rates, together with all costs incurred in connection

therewith. Investigation and research for County identified conditions determined by Contractor not to be attributed to Contractor programming errors are billable to County as such other services.

In case of conflict between the Contract Documents, this Agreement shall control over all exhibits; Exhibit A shall control over Exhibits B, C and D; Exhibit D shall control over Exhibits B and C; and Exhibit C shall control over Exhibit B.

4. Consideration. County shall pay Contractor an amount not to exceed \$100,562.38, said amount to be the complete compensation to Contractor for the services performed under this Agreement.

Unless otherwise agreed to in writing by the parties, payment shall be made in accordance with Exhibit D. Any annual increase in fees shall not exceed 5% per year after the expiration of the initial term of the contract. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

If Contractor provides services not expressly agreed to herein or in the schedules or attachments and County authorizes such services in writing, County will be charged and agrees to pay, for them at Contractor's then current rate. County agrees to pay a finance charge equal to one and one-half percent (1 1/2%) per month on all amounts not paid within thirty (30) days from the date of invoice. 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 Contractor may be required to collect or pay (including interest and penalties imposed by any governmental authority) upon the sale or delivery of items purchased or licensed. Exemption from such taxes, if any, shall be the responsibility of County to pursue.

5. Contract Representatives. Contract representatives for this Agreement shall be:

Todd Dugdale, Director  
Land Development Services  
230 Strand Street  
St. Helens, Oregon 97051  
(503) 397-7207  
todd.dugdale@co.columbia.or.us

Jackie Barlow, II, Chief Operating Officer  
Paradigm Software, L.L.C.  
113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030  
(410) 329-1300  
jackie.barlow@paradigmsoftware.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified and if required, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to



demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
  - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
  - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
  - A. Contractor shall:
    - (1) Make payment promptly, as due, to all persons supplying to Contractor labor

or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

- B. Contractor shall promptly, as due, make payment to any person, co- partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
  - C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
  - D. Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]
  - E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230(2)]
  - F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Tax Law Compliance Warranty and Covenant. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.
13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of County, except as provided in Contractor's Proposal. If using subcontractors, as approved by County, Contractor shall be responsible for all of its subcontractors' acts and omissions to the same extent as if the subcontractors were employees of Contractor.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which County or Contractor is required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that County or Contractor, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.
16. Indemnity.
  - A. Patents, Copyrights, and Proprietary Rights Indemnification. Contractor 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 Contractor in writing of such claim or action; and (ii) Contractor will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, Contractor may (i) consent, (ii) settle; (iii) procure for County the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. This paragraph states the entire obligation of Contractor regarding infringement of intellectual property rights and will survive the termination of this Agreement. County shall indemnify, defend, and hold harmless Contractor from and against any and all claims, suits or causes of action arising out of the County's sole negligence brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, Contractor represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of

Contractor, threatened against or involving Contractor or the Software.

- B. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason of any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of County, its officers, agents or employees.
17. Insurance. For the duration of the Agreement, Contractor shall, at its own expense, purchase and maintain, and shall ensure that its subcontractors purchase and maintain, from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
- A. Workers' Compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
  - B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
  - C. Errors and omissions insurance with a limit of not less than \$2,000,000.
  - D. Cyber liability insurance in the amount of \$2,000,000 to cover network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Agreement. Cyber liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.
  - E. The contractor or its insurer must provide thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
  - F. Contractor shall provide for itself and its subcontractors, if any, certificate(s) of insurance for all required insurance before the contractor performs under the contract. With the exception of errors and omissions insurance, the certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds.
  - G. The insurance requirements herein supersede those in any attached exhibit.
18. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. Either party may terminate this Agreement, with or without cause, upon six (6) months advance written notice to the other party. Notice must be delivered by registered or certified mail, or in person, to the other party. County may also terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

The obligations of Contractor under this Agreement shall terminate at the option of Contractor upon the failure of County to perform or observe any covenant or obligation set forth herein, provided Contractor has given County six (6) months prior written notice of the failure, and County has failed to cure such failure within such time. Upon termination, County shall cease using the Software and shall return to Contractor, or, at Contractor's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Contractor, the obligations of County set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. Contractor's rights of repossession may be enforced by Software disablement.

- 19. Time of the Essence. The parties agree that time is of the essence in this Agreement. Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance.
- 20. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

Title and Ownership.

Contractor is and shall be the exclusive owner or sublicensor, as appropriate, of the Software,

the Documentation (as defined in Section 21, below) 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 Contractor 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 Contractor 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 Contractor, and shall execute all documents and instruments reasonably requested by Contractor to effectuate such assignment. County agrees that the Software, Documentation and related materials, techniques and procedures furnished by Contractor to County hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Contractor 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 Contractor. Unless Contractor agrees otherwise, County shall not disclose, divulge or communicate to any person (including contractors and consultants), except to County's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

#### 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 Contractor under this Agreement or the System Implementation Agreement, and all copies thereof, shall be and remain the sole and exclusive property of Contractor and shall be available for use by County under and subject to the license granted in the System Implementation Agreement, the terms and conditions of which are incorporated herein. As between the parties, Contractor 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 this Agreement.

#### 21. GRANT OF LICENSE.

Subject to the terms and conditions set forth in this Agreement, and effective upon acceptance of this Agreement, Contractor hereby grants to County, and County hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy of an object code version of the Software and a single printed copy of Contractor's current, standard user manuals and training materials ("Documentation"). Contractor 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. The County is purchasing the CompuWeigh 6.x version of the Software.

Contractor defines modifications to the Software as either a "Version Update" or a "Version

Upgrade". A "Version Update" is any change to the product that is made within the same version for which the customer is currently licensed (example – going from version 6.1 to 6.2). A "Version Upgrade" is a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). A Version Upgrade would require an amendment to the Agreement.

The term of the license herein granted is ten (10) years commencing with the date by which all parties have executed this Agreement, unless terminated earlier as provided herein. Contractor agrees to support the current version (CompuWeigh 6.x), for ten (10) years.

If County is not in default under this Agreement or any other agreement with Contractor and is currently covered under a valid Standard Support Services Agreement, the term of this license may be renewed at County's sole discretion upon the same terms and conditions, for one (1) additional ten (10) year term, provided County gives written notice of election to renew the license at least ninety (90) days prior to the expiration of the initial 10-year term. The renewal license fee shall be at an amount equal to fifty percent (50%) of the applicable license fee plus any cumulative adjustments for the Consumer Price Index. The purchase of a license renewal is subject to public contracting rules and may require a new Agreement or an amendment to the existing Agreement.

If County purchases a "Version Upgrade" at any time during the initial term of license, then the term shall automatically extend for one (1) additional ten (10) year term commencing with the completion date of the upgrade, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase price (excluding installation charges) plus all installation charges, including but not limited to airfare, meals, expense, and per diem of Contractor's then current rate per day per person. The cost of services may be adjusted each year. The purchase of a Version Upgrade is subject to public contracting rules and may require a new Agreement or an amendment to the existing Agreement.

22. Confidential Information.

- A. Access and Protection. Contractor understands that in performing this Agreement, Contractor will have access to and possession of confidential information. Furthermore, Contractor will have access to County information that is exempt or not subject to disclosure under Oregon Public Records Laws. Such information shall be considered confidential information for purposes of this Agreement. Contractor, and each of its officers, employees, and agents shall, subject to the applicable County, State, and Federal Government laws and regulations, maintain all confidential information in the strictest confidence and will not at any time use, publish, reproduce or disclose any confidential information, except as authorized in writing by County, or to perform its obligations as authorized in this Agreement. Contractor shall take all steps necessary to safeguard the confidential information against unauthorized disclosure, reproduction, publication, or use, and to satisfy its obligations under this Agreement. Such obligations shall survive the termination or expiration of this Agreement.
- B. Security Requirements. Contractor and its officers, employees, subcontractors, and agents shall at all times comply with all County security standards, practices, and

procedures with respect to information and materials that come into Contractor's possession and to which Contractor gains access under this Agreement.

- C. Return. Contractor shall promptly return to County, upon its request, all of County's confidential information.
  - D. Injunctive Relief. Contractor will immediately report to County any and all unauthorized disclosure or use of County's confidential information of which it or its staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's confidential information to others may cause immediate and irreparable harm to County and, if Contractor should publish or disclose County's confidential information to others, or threaten to publish or disclose County's confidential information, County shall immediately be entitled to injunctive relief. County shall be entitled to such injunctive relief without having to pursue its other remedies herein, including Termination and Dispute Resolution.
  - E. Non-disclosure of Other County Information. The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of this Agreement is prohibited, except upon the express written consent of County.
  - F. Documentation. Contractor shall maintain up-to-date documentation indicating compliance with County security and confidentiality requirements governing data use and access.
  - G. Subpoena. In the event that a subpoena or other legal process in any way concerning County's confidential information is served upon Contractor, then Contractor agrees to notify County in the most expeditious fashion possible following receipt of such subpoena or other legal process and to cooperate with County, at County's expense, in any lawful effort by County to contest the legal validity of such subpoena or other legal process.
23. 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 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. Contractor shall provide County with a single, back-up copy of the Software which County shall keep in a secure location reasonably approved by Contractor in advance. County shall place on all copies of the Software any notice, including, copyright notice, requested by Contractor.
24. Electronic Data.
- A. County Data. County reserves all right, title and interest in any and all electronic data, regardless of where the data is stored, which County has transferred to Contractor or entered into Contractor's system, including electronic data that has resulted from the conversion of County's original data. County retains the right to use Contractor's services



to access and retrieve County's data stored on Contractor's infrastructure at County's sole discretion.

- B. Data Location. Contractor shall provide its services to the County and its end users solely from data centers in the United States. Storage of County data at rest shall be located solely in the United States. Contractor shall not allow its personnel or subcontractors to store County data on portable devices, including personal computers, except for devices that are used and kept only at its United States data centers. Contractor shall permit its personnel and subcontractors to access County data remotely only as required to provide technical support.
- C. Transition. Upon termination or expiration of this Agreement, Contractor shall in a timely manner make available to County all of County's data that is in Contractor's possession. Contractor shall cooperate with County and assist in the transfer and conversion of County's data to an accessible, vendor-neutral electronic format that County specifies. If County has a replacement service provider, Contractor agrees to assist with a timely transition to the new service provider. Except in the event of a termination for cause, County shall reimburse Contractor for reasonable transition services in accordance with the rates set forth in this Agreement. In the event of a termination for cause, Contractor shall provide at no cost to County reasonable transition and termination services, including but not limited to necessary extraction and conversions services required for import of data into new service provider's system.
- D. Loss or Compromise of Data. Contractor shall immediately notify County in writing of any use or disclosure of County data not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed County data. Contractor's notice shall identify the nature of the breach and what the Contractor has done or will do to mitigate the effect of the unauthorized use or disclosure. Furthermore, Contractor agrees to investigate the breach and cooperate with County's investigation, if any. Contractor shall perform a root cause analysis of the breach and submit such analysis to County. Contractor shall be responsible for all costs incurred as a result of the unauthorized use or disclosure of County data due to any act, error or omission, negligence, misconduct or breach on the part of Contractor. In addition to the foregoing, the following applies:
  - (1) Personally Identifiable Information (PII) and Personal Health Information (PHI). Contractor shall notify County as soon as practicable but no later than 24 hours of becoming aware of any unauthorized use or disclosure of PII or PHI. Contractor shall comply with all County, State, and Federal Government laws and regulations regarding the protection of PII and PHI, including but not limited to the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 to 646A.628).
  - (2) PCI Compliance. Contractor shall adhere to the Payment Card Industry (PCI) Data Security Standards for processing, transmitting, storing or otherwise affecting the security of credit/debit cardholder data and shall not require use of devices and/or systems which could result in enhanced PCI security requirements for the County's network. Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist County

or for other uses specifically authorized by law. Contractor is responsible for all costs incurred as a result of a breach in cardholder data. Costs include but are not limited to fines/fees for non-compliance, cardreissuance, credit monitoring, and any costs associated with card association, PCI approved third party, or County initiated security review. Contractor must provide County with an annual documentation of compliance with the PCI Data Security Standard.

- E. The provisions of this section survive the termination or expiration of this Agreement.
25. System Acceptance. For purposes of acceptance of the system (or portions thereof), County intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:
- A. Conditional Acceptance. Conditional Acceptance will occur prior to going live. County will have up to 45 days to test the system before going live.
  - B. Final Acceptance. County will have a 90-day period after go-live to “live test” the system. Live testing is County’s opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to County by Contractor during the course of the project and that all project requirements are satisfied. If after the live testing, the system performs in accordance with the system specifications, County will issue “Final Acceptance.” The 90-day period for Final Acceptance shall be extended if problems are found in the live test. Specifically, the 90-day period will pause when a problem is documented and resume when it is fixed. County, at its sole discretion, shall determine whether all conditions for Final Acceptance have been met.
26. Mandatory Updates. Contractor shall provide at no cost to County any updates that are mandated by changes to State or Federal law, rule or regulation.
27. Warranty.
- A. Contractor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Contractor further represents and warrants that it has good and marketable title to the software and any equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Contractor further represents and warrants that neither the software in the form delivered by Contractor to County, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use by County, will infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
  - B. In the event that any third party makes a claim or files a lawsuit challenging County’s right to use the software or equipment, Contractor shall defend and indemnify County and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of the claim or lawsuit, and for any monies paid in settlement. In resolving any such infringement claim, Contractor shall, in its reasonable discretion, either procure a license to enable County to

continue to use the software or develop or obtain a non-infringing substitute acceptable to the County at Contractor's cost.

- C. Contractor represents and warrants that the software and related products described with this Agreement will perform in accordance with all documentation, Contract Documents, Contractor marketing literature, and any other communication attached to or referenced in this Agreement.
- D. Contractor represents and warrants that the software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of the County as set forth in the Contract Documents and if used as per the Documentation.
- E. County has presented detailed specifications of the particular purpose for which the system is intended and provided descriptions and criteria for how the system can accomplish the particular purpose. Accordingly, Contractor understands the particular purpose for which the system is required and acknowledges that County is relying on Contractor's experience and knowledge of the system to identify those components which are most suitable and appropriate. Contractor therefore warrants that the system and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.
- F. Contractor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in County's operating environment.
- G. COUNTY ACKNOWLEDGES THAT EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NO EXPRESS WARRANTIES HAVE BEEN MADE BY CONTRACTOR WITH RESPECT TO STANDARD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

28. LIMITATION OF LIABILITY.

CONTRACTOR SHALL NOT BE LIABLE TO COUNTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

29. Disaster Recovery/Business Continuity. Throughout the term of this Agreement and at all times in connection with its actual or required performance of the services under this Agreement, Contractor shall maintain a Business Continuity and Disaster Recovery Plan and implement such plan in the event of any unplanned interruption of hosted services. Contractor will actively test, review and update the plan on at least an annual basis using industry best

practices as guidance. Contractor will provide County with copies of all such updates to the plan within fifteen (15) days of its adoption by Contractor.

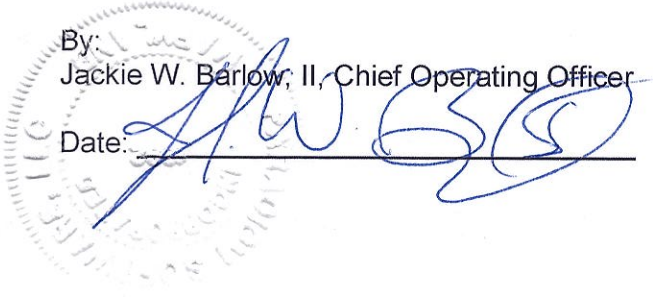
30. Key Personnel. The County expects consistency and quality of Contractor's staffing for the services provided under this Agreement. Contractor therefore agrees, as follows:
  - A. The County may interview and approve key personnel proposed by Contractor. Contractor shall maintain the same key personnel throughout the term of this Agreement, except for changes as a result of the County's request for removal, or the death, disability, resignation or termination of such personnel or other circumstances outside of Contractor's reasonable control.
  - B. Upon the reasonable request of the County, Contractor agrees to promptly replace any key personnel of Contractor.
31. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Agreement is and shall be deemed to be "embodiments" of "intellectual property" for the purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "Code") (11 U.S.C. § 365(n) (2010)). County has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement. Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the County's rights of election, all rights and licenses granted to the County under this Agreement will continue subject to the respective terms and conditions of this Agreement, and will not be affected, even by Contractor's rejection of this Agreement.
32. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
33. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
34. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
35. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
36. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

37. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
38. ENTIRE AGREEMENT THIS AGREEMENT, INCLUDING THE CONTRACTOR'S PROPOSAL, CONTITUES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. COUNTY UNDERSTANDS THAT THE FEES CHARGED BY CONTRACTOR IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH IN THIS AGREEMENT. CONTRACTOR AND COUNTY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS AND UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS AGREEMENT.
39. This Agreement may be signed in counterparts, each of which is an original and all of which constitute one and the same instrument.

CONTRACTOR

By: Jackie W. Barlow, II, Chief Operating Officer

Date: \_\_\_\_\_



Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY OREGON

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

Date: \_\_\_\_\_

# REQUEST FOR PROPOSALS

For a Transfer Station Scale House Software System at Columbia County, Oregon

**Proposals due November 28, 2017 by 5pm**

## **Columbia County Mission**

At Columbia County, we serve with integrity and leadership to provide responsible government. We engage by listening and being proactive to community needs. We connect to build partnerships and opportunities. We innovate with resourcefulness to promote a healthy and prosperous Columbia County.

COLUMBIA COUNTY, OREGON  
**Issued November 2, 2017**

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## SECTION I INVITATION TO SUBMIT PROPOSALS

Columbia County, Oregon (County) is requesting Proposals from qualified vendors to provide a Transfer Station Scale House Software System (TSSH Software System) to be used county-wide. The County seeks to offer a single contract to the Proposer who submits the most advantageous Proposal in compliance with this Request for Proposals (RFP). However, if a third-party solution is recommended with the chosen vendor, this must be clearly established in the Proposal and conveyed as instructed.

This RFP is being issued under the authority of the Columbia County Board of County Commissioners. The Columbia County Land Development Services Director, Todd Dugdale, has been named as the project manager and will oversee all aspects of the project, subject to review by the Columbia County Board of County Commissioners.

Note that all Proposals submitted are public documents, subject to public disclosure. Trade secrets and confidential information must be clearly marked as confidential, and may still be disclosed, if County Counsel deems it to meet public records disclosure requirements. Pricing information will not be considered confidential. The firm(s) or individual(s) selected through this RFP process will be expected to cooperate fully with the County and its staff throughout the contract period.

Proposals will be received until 5:00 p.m. on November 28, 2017. Proposals received after that time will not be accepted.

Proposals shall be delivered to Columbia County:

Columbia County Courthouse  
Attention: Jewelee Bell, Contracts and Procurement Specialist  
230 Strand Street  
St. Helens, Oregon 97051

Contacts:

RFP process: Jewelee Bell, Contracts and Procurement Specialist  
Phone: 503-397-7245  
[jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us)

Project implementation: Todd Dugdale, Director  
Land Development Services



## SECTION II PROJECT INFORMATION

### A. Current Environment

The Columbia County Transfer Station Scale House is a facility operated by a contracted integrated waste and recycling services company, but overseen by Columbia County Land Development Services. Hudson/Waste Connections is currently contracted to manage and operate all of the functions of the Transfer Station, including the recycling center. The County contracts with Clean Harbors to conduct the three hazardous waste collection events per year.

The Transfer Station is open from 8:00 am to 5:00 pm, Monday through Saturday. The current operation includes the use of two workstations, one for weigh in and one for weigh out. An IQ Plus 355 Digital Weight Indicator from Rice Lake Weighing Systems is connected to the workstation via a serial to USB connection to provide weight information to the existing TRASH FLOW software application

The County has two basic customer types: Self-Haul (residential or business – this customer pays at the scale house window on their way out) and Commercial (these accounts receivable customers are invoiced at the end of the month).

Daily customers may pay with cash, check or credit card. Currently the credit card interface is a separate web-based system, requiring dual data entry by the scale house attendant. The ability to integrate credit card processing to improve efficiency is of interest. As payment methodologies continue to evolve, a description of the Proposer's approach to new payment technologies (smart phone, etc.) is also of interest.

Recycling data and Household Hazardous Waste data is tracked on spreadsheets for the Oregon Department of Environmental Quality. Samples of these spreadsheets are attached as Exhibits.

Any proposed replacement application would be expected to provide, at a minimum, the existing TRASH FLOW software functionality as well as offering online bill payment and other enhancements (i.e. programmatic reports by weight, volume, type of material, day of week, customer, etc.)

Due to connectivity constraints between the County and Transfer Station facilities, the County prefers that a replacement application is a cloud-based solution that will accommodate easy accessibility for both contracted Transfer Station employees and County staff providing oversight and management of the operations.

### B. Scope of Services

The County is requesting Proposals from qualified vendors for a Transfer Station Scale House Software System that not only meets the requirements set forth in this RFP, but also provides a high degree of online security while offering a convenient and robust customer self-service payment interface. The County expects to enter into a five-year contract for the software implementation, training and support services, renewable for five additional one-year terms.

The scope for the system functionality includes:

- Security
- Connectivity
- Reporting
- User Interface
- Licensing
- Online Payment and Invoicing
- Content Migration
- Training

- Technical Support

Details on desired functionality in each of these areas as well as general system capabilities across these functional categories, technical/security requirements and reporting and analytics needs are found in Attachment D – Functional Requirements.

Although the County believes that a web-based interface (some level of cloud solution) will best serve its distributed environment as well as best position it for the future, the County is open to considering client-server solutions. Proposers are welcome to propose both options.

C. Project Objectives and Background

Project governance has been established in the Transfer Station Scale House Software System Project Charter. While the Board of County Commissioners retains ultimate authority over vendor selection, contract negotiation and implementation, project governance has been delegated as summarized in the table below.

Role	Resource	Commitment
Project Sponsor / Project Manager	Todd Dugdale, Director, Land Development Services	Support project by securing resources, approving scope changes, provide strategic direction and ensure project moving forward with County staff and selected vendor.
Project Team / Selection Committee	Representatives of: Land Development Services Finance IT Consultants (Clark Nuber and Waste Connections)	Responsible for overall guidance and direction of the project. Active in logistics of scheduling, completing tasks, readiness, evaluation of proposals, recommend vendor selection to the Board of County Commissioners for approval, and implementation tasks throughout the project timeline. Vested with decision making ability to resolve issues and policy conflicts on the project.
Subject Matter Experts (SME)	Land Development Services staff, County Counsel, Department Heads, Transfer Station Scale House staff, and departmental staff as needed over the life of the RFP and implementation	Participate in user needs assessments, assist in developing and validating functional requirements of new processes and/or systems, system selection process, implementation duties including testing and developing training materials.

The County will implement the chosen software solution with a minimum of modification to the delivered product, thus allowing the County to take advantage of industry best practices and keep life cycle maintenance costs low. Policies and rules for internal controls will be configured into the system to the greatest extent possible to minimize redundant approval processes. Business process changes may make small – or significant – adjustments to the way the community does business with the County; a public information component will be required as part of these process updates. All users that access the system will do so using an approved standard hardware/software configuration where the software is current and patched to minimize security risks. All employees whose job functions change due to the implementation of the new software system will be provided training to learn new skills.

## D. Technology Environment

Several basic technology infrastructure projects are underway at the County currently that may be relevant for the implementation of the scale house software system. The following information on the County's technology infrastructure may be directly or indirectly of interest to Proposers. Any required upgrades, incompatibilities or other issues relevant to the ability of the County to optimally implement the proposed solution from a technology perspective should be noted in the Proposal.

Office productivity applications in use/being deployed across the County:

- Email: moving from g-mail to exchange online, planned March 2018
- MS Office 2016 Standard rollout planned for Spring 2018.

Public facing systems:

- Website/CRM (vendor selection process underway)
- Helion/GeoMoose to provide property assessment and tax information hosted by Helion
- ESRI cartographic Mapping and GIS tool available through County website

County compliance obligations associated with technology and operations include:

- HIPAA
- CJIS
- PCI

Network and Operating System details:

- Standard Windows Active Directory enabled network
- Limited wireless network access is not currently available through the County at the Courthouse or transfer station facilities.
- Desktop computers standardized on Windows 7. Will be moving to Windows 10 in fall of 2018.
- Wide Area Network (WAN) connections between facilities are currently very limited. VPN access, firewall – to – firewall, is set up over non-SLA internet connections from local cable and telecom providers.
- VPN access for staff is planned, within the next year, but has not been implemented as of yet. Bids are in progress for a replacement phone system, moving from a traditional PBX to a voice over internet protocol (VoIP) system. Funding for this project has not yet been approved, but the project has been noted as a priority.

Internet connectivity County facilities:

All County facilities have a minimum 8MB internet connection, with the Courthouse and Justice Facilities having 50Mb connections. Internet speeds should be adequate for most cloud-based software implementations. Client-server applications will be limited by inter-building connections which are considerably slower.

Relevant server information:

The County server infrastructure is a VMware based virtual server system running Windows 2012 Server DataCenter version connected to an HP SAN with 10k SAS drives. There is significant capacity for multiple servers, even high IOPs SQL servers, running virtually.

Desktop Systems:

The current County desktops are primarily HP Elitedesk computers ranging from 10+ year old Pentium 4 to new Intel i7 processors with 8GB RAM and 256GB SSD drives. All our systems run

Windows 7 and are regularly patched for security and functionality.

Mobility:

Currently, the County has very little mobile technology or interfaces in use. In addition, the rural nature of the County means that large areas of the jurisdiction have spotty wireless connectivity service.

Nevertheless, the ability to interact with the public and consider applications that allow staff greater flexibility in the execution of their work is of interest to the County. While not a priority for near term implementation, understanding what options might be available in the future as well as the Proposer's own solution development plans for mobile applications and functionality is of interest to the County.

E. Data Conversion

Data that will need to be converted into the scale house software as part of the system set up includes:

- Rates
- History – past three years of activity
- All accounts receivable and customer data

Proposers may recommend additional data imports or conversions that will optimize the functionality of their proposed systems.

Note: The County reserves the right to make additions and changes to the above list of data conversion requirements.

## SECTION III GENERAL INSTRUCTIONS

A. RFP and Anticipated Project Schedule

Significant dates to remember include:

- RFP Issued November 2, 2017\*
- Deadline for proposer's requests for clarifications or questions November 15, 2017)\*
- Issue Q&A document November 20, 2017
- **Deadline to submit Proposals 5:00 P.M. November 28, 2017\***
- Evaluation and scoring of proposals completed December 14, 2017
- Vendors notified regarding demonstrations by December 18, 2017
- Demonstrations week of January 8, 2018
- Notice of Intent to Award February 21, 2018
- Final Contract signing by February 28, 2018
- Scale house software implementation start date March 1, 2018
- System Go-Live date July 1, 2018

With the exception of the dates marked with an asterisks (\*), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for confirming all other applicable deadlines. All times are listed in Pacific Time.

B. Administrative Information

This RFP is issued under the authority of Board of County Commissioners, 230 Strand Street, St. Helens, Oregon 97051. This RFP and any subsequent RFP information may be reviewed at the following web site at:

<http://www.co.columbia.or.us/requests-for-proposals>

Proposers requesting additional information, clarification or interpretation, or Proposers reporting any ambiguity, inconsistency or error in this RFP shall communicate, in writing, with the County's Contracts and Procurement Specialist, Jewelee Bell, [jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us), no later than November 15, 2017. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum, posted on the County website and will be emailed to all vendors known to have received the RFP. Supplements, interpretations, corrections or changes that are not in writing are not binding on the County.

The Proposer is responsible to ensure that all of the listed RFP materials have been received and are included. Any missing portions of this RFP can be obtained by contacting the County's Contracts and Procurement Specialist.

It is extremely important that Proposers respond to all portions of this RFP as completely and professionally as possible. An incomplete or uncoordinated Proposal will be judged as indicative of the Proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for the deviation in writing.

A list of all solicited vendors will be provided to any Proposer upon receipt of a written request.

#### C. Proposal Submittal and Deadline

Proposers must submit **one signed original of the complete Proposal**, including all documents and forms required in this RFP **plus one electronic copy of the complete Proposal** on a USB flash drive. Use file formats indicated in Attachment B – Submittal Checklist.

The original Proposal shall be submitted on white 8.5" x 11" paper, printed on both sides whenever possible, and using a minimum 12 point font. Color is acceptable, but content should not be lost by black-and-white scanning or copying. Do not include general sales brochures.

All Proposal materials must be submitted in a sealed envelope or package clearly marked on the outside with the Proposer's company name and "Proposal for Transfer Station Scale House Software System" or equivalent.

Proposals may be submitted by mail or in person to the Columbia County Courthouse, Attn. Jewelee Bell, Contracts and Procurement Specialist, 230 Strand Street, St. Helens, Oregon, 97051 and must be received no later than 5:00 p.m. on November 28, 2017 to be considered for purposes of evaluation.

#### D. Proposal Opening

All Proposals received will be reviewed for compliance with the requirements of this RFP by the Contracts and Procurement Specialist. Proposals received after the specified date and time will not be accepted for evaluation. Proposals received will not be available for public inspection until the evaluation process has been completed and the Notice of Intent to Award has been issued.

#### E. Modification or Withdrawal of Proposal

By submitting a Proposal, Proposer agrees that the Proposal is a firm offer for 120 days following the date and time for receipt of Proposals. Prior to the time and date designated for receipt of Proposals, Proposals may be modified or withdrawn only by notice to the County at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of Proposer and submitted to Jewelee Bell at

[jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us), by facsimile 503-397-7251 or in person prior to the date and time designated for receipt of Proposals. Withdrawn Proposals may be resubmitted prior to the date and time designated for the receipt of Proposals, provided that the Proposal is submitted in compliance with the RFP.

#### F. Protest Procedures

In accordance with ORS 279B.405, ORS 279B.410, OAR 137-047-0730 and OAR 137-047-0740, all protests of solicitation or selection processes are limited to the following issues and filing times:

1. Solicitation protest (ORS 279B.405 and OAR 137-047-0730): Unless a different deadline is specified in the RFP, or other solicitation documents, prospective public goods and services contractors may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions no later than ten (10) calendar days prior to the close of the RFP or other solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. No protest against selection of public goods and services contractor or award of a public goods and services contract, because of the content of solicitation provisions, specifications, or contract terms and conditions, shall be considered after the deadline established for submitting such protest.
2. Selection protest (ORS 279B.410 and OAR 137-047-0740): Every public goods and services contractor who submits a Proposal in response to an RFP shall be mailed a copy of the selection notice sent to the highest ranked public goods and services contractor. Unless a different deadline is specified in the RFP, a public goods and services contractor who has submitted a Proposal and claims to have been adversely affected or aggrieved by the selection of a competing a public goods and services contractor, shall have seven (7) calendar days after the date of the notice of selection to file a written protest of the selection with the Finance Department. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked public goods and services contractor eligible for selection, i.e., the protester must claim that all higher ranked public goods and personal services contractors were ineligible for selection because their Proposals were non-responsive or the public goods and services contractors non-responsible. The Finance Department shall not consider a selection protest submitted after the time period established in this subparagraph, or in the RFP if a different deadline is provided in the RFP.
3. The County shall promptly issue a written decision on the protest.
4. Review of the County's disposition of a written protest submitted in accordance with subparagraphs (1) and (2) shall be available by filing a written request for review of the Finance Department's disposition with the Board of County Commissioners within seven calendar days. The County's Purchasing and Contracting Rules are available for review by contacting the Office of County Counsel at 230 Strand, Room 318, St. Helens, Oregon 97051 or 503-397-3839.

#### G. Submittal Costs

The cost of submittals and any other expenses related to this RFP, including travel for demonstrations and contract negotiations, shall be entirely the responsibility of the Proposer.

## SECTION IV PROPOSAL FORMAT

The submitted written Proposal must utilize the format and content detail listed, and should be organized in the same order as identified below.

Attachment B - Submittal Checklist may be used to verify that all required documents, forms, and attachments have been completed and submitted with the Proposal as instructed.

### A. Cover Letter

Include an introductory cover letter with a brief explanation of why your firm is qualified to provide a Transfer Station Scale House Software System for Columbia County. Please also note why you are interested in working with Columbia County.

The name and signature of the proposing firm's authorized representative, as well as his/her mailing address, telephone number and email address, must be provided. The Proposal must be dated on this page. The authorized representative's signature will signify the Proposer's agreement and compliance with all requirements set forth in the RFP, and specifically those listed below:

1. All data presented in the Proposal is accurate and complete.
2. Acknowledgment that the Proposer has read and understood the RFP, and the Proposal is made in accordance with the contents of the RFP unless otherwise noted in the Proposal.
3. The Proposal shall remain valid for one hundred twenty days after date and time for receipt of the Proposal (approximate length of implementation).
4. Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

The discovery of any significant inaccuracy in information submitted by the Proposer shall constitute good and sufficient cause for rejection of the Proposal.

### B. Statement of Assurance

Provide a statement of assurance that Proposer is not currently in violation of any regulatory agency rules or, if in violation, that the violation does not have a material adverse effect on Proposer's ability to perform under a contract resulting from this RFP.

Provide a statement of assurance that Proposer has reviewed the sample contract and is prepared to sign the contract in that form. Any proposed changes to the terms and conditions should be noted in this section of the Proposal.

### C. Insurance

The successful Proposer will be required to provide proof of insurance demonstrating current coverage for liability in the amount of \$2,000,000; Errors and Omissions coverage in the amount of \$2,000,000; and cyber liability coverage in the amount of \$2,000,000.

### D. Customers and References

Provide three references from current or former clients for similar projects performed for any clients within the

last five years. References must be able to verify the quality of previous, related work.

E. Table of Contents

A listing of all major and sub-major topics and associated page numbers must be included.

F. Statement of Qualifications

**1. Proposer Company Information**

Provide a brief history of the company and explanation of why your firm is qualified to provide a TSSH Software System for Columbia County along with the project support services included in this RFP. Include a discussion of the implementation and training philosophies that will be used for contracted and County staff. Successful achievement of results when carrying out similar projects for other local government clients is of interest.

**2. Experience and Qualifications**

Proposer should provide evidence within their Proposal that they meet the following qualifications:

- five years' previous experience with implementing, managing, and training on use of Scale House Software Systems

If the Proposal includes services from another vendor, please discuss the qualifications of that vendor as well.

**3. Company Background**

Submit a copy of Attachment C - Company Background Form for Proposer and one for each third-party vendor or subcontractor included in the Proposal.

**4. Proposer Key Personnel**

Identify the key personnel, including project manager and training staff, proposed to work on the TSSH Software System implementation, training and support services. Include the following information for all key personnel:

- relevant professional experience and qualifications
- background in local government implementations of proposed solution(s)
- location where the person is based
- resume for each key person (not to exceed 2 pages each)

Identify the Proposer's relationship manager(s) who will work with the County after the software acceptance milestone has been achieved; discuss relevant experience and expertise in local government system support needs.

For those Proposers with key personnel outside the Portland, Oregon metro area, describe how you will address the challenges of working remotely on this project.



G. Software System Requirements

1. **Software and Technical Integration**

a. **Software solution**

To describe the software solution, Proposers will provide responses to the listed functional requirements in Attachment D by completing the code and comments columns.

<b>Functional Requirements Responses</b>	
<b>Available Responses</b>	
Y	Yes - The application as delivered or with minimal configuration (under 4 hours) can support requirement with no change to source code
YC	Yes, With Added Cost – The application can be configured to support the business requirement without source code changes. The level of effort should be described in the comments section, e.g. minor (under 8 hours), moderate (less than 16 hours), or large (less than 24 hours)
TP	TP = Yes, With Third-Party Integration – The business requirement can be achieved with a third party or company product. The recommended company and product name(s) should be described in the comments section and participate in the demo to show functionality.
N	The business requirement cannot be reasonably achieved with the solution, e.g. not available, requires custom code or extensive configuration.

Excluding some requirements from scope of Proposer’s services will NOT eliminate the Proposer from consideration. The County will evaluate the Proposal as a whole, including price/value comparisons when evaluating Proposals.

All positive responses (Y, YC and/or TP) will be considered in scope. The requirements responses submitted will become part of the resultant contract. Proposers are expected to warrant that implementation services will include all positive responses (every response except “N”).

For requirement responses marked Y, YC or TP Proposers must:

- Indicate the module or system required to meet the requirement (Col F of Attachment D).
- Add any other information regarding the module or system necessary to perform any functionality not included in the requirements document (Attachment D).
- Include details in the Cost Proposal.

Clearly indicate whether you are proposing a Software as a Service (SaaS) solution, a client server model or a combination of both.

For SaaS Proposals, include:

- Description of the hosting, management and operation of the Service Software and other services for remote electronic access and use
- Service level commitment (uptime availability), reporting practice that demonstrates Proposer compliance, proposed remedies or service credits for service availability failures (aka. Service Level Agreement)
- Approach to scheduled downtime and standards utilized for timing of maintenance, upgrades, and/or other work expressed in Pacific Standard Time (ex. scheduled maintenance conducted only from 12am to 5am PST)
- Breach Notification Plan and Policies

- Data Center Security and Redundancy Policies and Capabilities
- Business Continuity and Disaster Recovery

**b. System configuration and implementation**

Identify any licenses, hardware, or other products not included in this Proposal that would be required to operate any of the proposed solutions contained in this Proposal.

Describe the technical environment (network architecture and technical specifications) required for the project. Include minimum desktop and server hardware and software configurations, as well as browser version requirements.

Identify any specific conditions for support, such as remote access connection requirements.

**H. Implementation, Maintenance, Training and Support Plan**

Submit a plan that details essential elements of how your company will implement and maintain a TSSH Software System for Columbia County.

Proposal should include recommended timelines and milestones. Key topics to discuss include:

- Explain advantages AND risks associated with the proposed plan
- Identify County deliverables required for each element of the scope and for each milestone
- Note your assumptions for the level of County participation in the project throughout the implementation including time with and without Proposer consultants

Solutions that typically require customer database administration or dedicated IT staff may not be an ideal fit for the County.

If including third-party solutions in your submission, please state in your Proposal if a separate contract would be required and clearly identify the distinction between the Proposer's and third-party's products, services and roles in the project. The County expects that Proposers will be responsible for the acquisition and operation of required third-party solutions.

**1. Interface development**

Interfaces to the County ERP system is critical to the project success. Proposers should address the proposed solution's interface capabilities.

**2. Data conversion and ad hoc reports for historic data**

The County understands the level of effort required to convert data and is interested in converting only essential data required for the new system for a period of one year prior to conversion. Proposers should indicate the proposed data conversions that are included in scope.

**3. Reporting and workflow set up**

Identify reports that are included with the software system as well as any reports that will require Proposer configuration in order to meet the functional requirements of the RFP.

Please also identify standard workflows, any Proposer workflow configurations needed to meet functional requirements. Include workflow data templates that the County would be required to fill out in order to achieve automation of basic business processes and efficient semi-automated business operations as described in the functional requirements.

**4. Testing**

Describe your approach to system set up and testing, data integrity, functionality progress, etc. over the course of the system implementation. Include plans and methodologies for on-site and remote testing.

**5. Project Support Services**

**a. Project management**

Describe the Proposer’s approach to delivering comprehensive project management services.

**b. Training**

Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and technology personnel.

Provide an overview of proposed training plan/strategy for support staff for post go-live troubleshooting training.

Describe approach to ongoing training for new County hires and with system updates.

**c. System documentation**

Provide an overview of proposed approach to documentation services.

Describe documentation the County can expect at the conclusion of the project. Samples of documentation typically provided may be included with the Proposal.

**6. Post go-live system support, upgrades and professional services**

Describe the transition process from implementation to user support of the system.

Describe support options in the system including context sensitive help and support request methodologies. Provide hours of operation and response time commitments. Explain any issue escalation practices and support tier arrangements available to the County.

Describe approach to upgrades and functionality enhancements including scheduling, client communications, examples of any client deliverables required to make an upgrade or version enhancement, client staffing requirements, required vs optional upgrade activity, etc. Include at least one example of upgrade or version enhancement communications/instructions provided to clients in the last year.

Describe professional services that Proposer recommends will serve the County in post go-live years as it seeks to meet its goals and objectives. Note options for creating County-specific business process support materials and documentation.

**I. Cost Proposal**

The Cost Proposal included with the Proposal should cover the cost of the proposed software solution(s), implementation costs and professional support services required to implement the solution and meet on-going goals and objectives of the County. Using Attachment E – Cost Proposal, please include information that can be categorized in the following manner:

- 1. One-time costs            Software and all implementation costs through final acceptance of the system
- 2. Year 1 and 2 costs        July 1, 2018 through June 30, 2020 (assumes July 1, 2018 go live date)
- 3. Year 3-5 costs            July 1, 2020 through June 30, 2023 (assumes July 1, 2018 go live date)

If third-party products or services are included, each third-party product or service should be included and its cost (associated goods, implementation and post go-live services) separately identified.

County anticipates the need for adequate licensing for 7-10 total users, of which 3-4 will need entry capability. Please describe Proposer’s licensing model. Are licenses “named” licenses, concurrent, etc.? Can licenses be added one at a time, as needed, or must they be purchased in packs of multiple licenses? Does Proposer offer view-only access without a license or with a lower cost license? How are licenses released when employees/users change?

A description of optional configurations and/or price break per user type/quantity is requested.

Include a breakdown of all cost categories within the Proposal.

All pricing, Software as a Service rates, training, maintenance and support costs, etc. associated with the proposed solution must be in effect for at least the first two years of the contract. Proposals should describe how rate increases will be proposed and history of rate increases for similar projects in the last two years.

Proposers are encouraged to include any available discounts, incentives or other cost saving options, including methods to leverage existing County hardware.

## SECTION V EVALUATION AND SELECTION

### A. Selection Committee

The sole purpose of the evaluation process is to determine which Proposer best meets the County’s needs and provides the best chance for successful completion of the County’s goals.

### B. Initial Evaluation Criteria

Proposals which are not prepared and submitted in substantial compliance with the instructions of this RFP will not be considered for evaluation or award of a contract.

Additional clarifying material may be requested by the Selection Committee.

The Selection Committee will review, evaluate and rank the Proposals that are in substantial compliance with RFP procedures and requirements based on the following criteria and scoring:

<b>Proposal Requirements</b>	
Cover Letter	Mandatory
Statement of Assurance	Mandatory
Insurance	Mandatory
References	Mandatory
Table of Contents	Mandatory
<b>Selection Criteria</b>	<b>Points per Section</b>
Statement of Qualifications, including completed Attachment C	25
Software System Requirements, including completed Attachment D	25
Implementation, Maintenance, Training and Support Plan	25
Fee Proposal	25
<b>Total points available</b>	<b>100</b>

### C. References

Based on the initial evaluation and ranking, references for the top ranked Proposers may be contacted to determine Proposer's ability to comply with the requirements of this RFP. County may use references to obtain additional information, verify Proposer's qualifications and experience or any additional information as needed.

### D. Software Demonstrations and Due Diligence

After the Selection Committee has completed the initial evaluation of the Proposals, the top ranked Proposers will be invited to provide software demonstrations on a date to be announced. The demonstrations are anticipated to be scheduled the week of January 8, 2018.

Proposers selected for follow up interviews and demos will be notified as soon as possible after the initial evaluation of Proposals has been completed. The top ranked Proposers chosen to participate in the demonstration phase of the project will be briefed on what aspects of their proposed software solution the County would like to see included in the demonstrations.

Key personnel identified in the Proposal, including the project manager should be included in the demonstration team.

Once the demonstrations have been completed, the County may request Proposers to submit additional information to clarify any questions or a more specific detailed plan and pricing information by project milestone and functional area. The demonstration meetings will also serve as an opportunity for Proposers to clarify any significant proposed contract changes noted in the Proposal.

In the course of determining its final recommendation for the Board of Commissioners, the Selection Committee may request additional information or conduct other due diligence.

### E. Negotiations

The County reserves the right to seek clarification of each Proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project.

Contract negotiations with the Proposer with the highest ranked Proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance
2. A maximum, not-to-exceed contract price for software and professional services on a milestone basis which is consistent with the Proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Goods and Services.

Any changes agreed upon during contract negotiations will become part of the final contract. Subject to the approval of the Board of County Commissioners, a notice of intent to award a contract will be announced for the Proposer whose qualifications best meet the needs of the County.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked Proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated. The County may opt not to pursue these additional negotiation rounds at its discretion.

## F. Selection

The County reserves the right, in its sole discretion, to:

1. Reject any Proposal not in compliance with all prescribed RFP procedures and requirements.
2. For good cause, reject any or all Proposals upon a finding it is in the public interest to do so.
3. Cancel this procurement and/or reject any or all Proposals in accordance with ORS 279B.100.
4. Waive irregularities in the Proposals received.
5. Accept all or any part of a Proposal in principle, subject to negotiation of the final details. In particular, the County reserves the right to negotiate a fee Proposal to accommodate the timing of the project.

## SECTION VI CONTRACT

The selected vendor will be required to sign the County's form of contract which will be prepared by the Office of County Counsel. A sample contract is attached to this Request for Proposals. Exhibits in the final contract will include a copy of the RFP, the selected vendor's Proposal and documentation from the demonstration and due diligence phases of the selection process.

Proposers shall include in the Statement of Assurance section of their Proposal any proposed changes to the terms and conditions found in the sample contract.

The County will seek assurances as to the consistency and quality of vendor staffing for its project. Key points of the County's key personnel provision include:

- The County may interview and approve key personnel proposed by the vendor.
- The County shall have the right to dismiss from the project key vendor personnel that the County believes are detrimental to its working relationship with the vendor.
- Vendor key personnel may not be removed from the project without the County's approval.

Contract shall include a provision that the vendor will provide, at no cost to County, any updates that are mandated by changes to state or federal rules/laws. For instance, changes in 1099 reporting and the potential that the County would ever be required to withhold and pay tax for vendors.

Attachment A Sample Contract

**PUBLIC SERVICES CONTRACT**

**(ORS Chapter 279B)**

**by and between COLUMBIA COUNTY and \_\_\_\_\_**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County," and \_\_\_\_\_, hereinafter referred to as "Contractor," for a Transfer Station Scale House Software System.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on \_\_\_\_\_.
2. Contract Term. The Agreement shall be in effect for five (5) years from the effective date. Unless this Agreement is terminated pursuant to Section 16, below, this Agreement may be amended to extend the Agreement for five (5) additional one (1) year terms.
3. Contractor's Services and Contract Documents. Contractor agrees to provide services consistent with this Agreement and the following documents, which together constitute the Contract Documents:
  - A. Contractor shall provide the services described in the Request for Proposals (RFP), dated \_\_\_\_\_, which is attached hereto as Exhibit A and incorporated herein by this reference.
  - B. Contractor shall provide services as described in Contractor's Proposal, dated \_\_\_\_\_, which is attached hereto as Exhibit B and incorporated herein by this reference.
  - C. Contractor shall provide services in accordance with the Service Level Agreement, which is attached hereto as Exhibit C and incorporated herein by this reference.
  - D. Contractor shall provide services as described in the documentation provided in the Software Demonstration and Due Diligence phase of the selection process. The documentation is attached hereto as Exhibit D and incorporated herein by this reference.

In case of conflict between the Contract Documents, this Agreement shall control over all exhibits; Exhibit A shall control over Exhibits B, C and D; Exhibit D shall control over Exhibits

B and C; and Exhibit C shall control over Exhibit B.

4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$ \_\_\_\_\_, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made as follows: \_\_\_\_\_ . Any annual increase in fees shall not exceed 5% per year. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

Todd Dugdale, Director	Name, Title
Land Development Services	Company
Columbia County	Address
230 Strand Street	Phone
St. Helens, Oregon 97051	Email

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:



A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier- insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such

services. [ORS 279B.230 (1)]

C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Tax Law Compliance Warranty and Covenant. As required by ORS 279B.045., Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.
13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of County, except as provided in Contractor's Proposal. If using subcontractors, as approved by County, Contractor shall be responsible for all of its subcontractors' acts and omissions to the same extent as if the subcontractors were employees of Contractor.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not

constitute a waiver by the County of that or any other provision of the Agreement.

15. Indemnity.

- A. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason of any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of County, its officers, agents or employees.
- B. Patents, Copyrights, and Proprietary Rights Indemnification. Without limiting the general indemnification, above, Contractor shall indemnify, defend, save and hold harmless County, its officers, agents, and employees, from any claim or suit brought against County arising from claims of violation of United States patents or copyrights resulting from the Contractor's or County's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. In the event County is required to pay monies defending such claims, resulting from Contractor's lack of cooperation or success in representing County's interest, or in the event County is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse County for all monies expended in connection with these matters. County retains the right to offset against any amounts owed Contractor any such monies expended by County in defending itself against such claims.

16. Insurance. For the duration of the Agreement, Contractor shall, at its own expense, purchase and maintain, and shall ensure that its subcontractors purchase and maintain, from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:

- A. Workers' Compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
- B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
- C. Errors and omissions insurance with a limit of not less than \$2,000,000.
- D. Cyber liability insurance in the amount of \$2,000,000 to cover network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Agreement. Cyber liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- E. The contractor or its insurer must provide thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
  - F. Contractor shall provide for itself and its subcontractors, if any, certificate(s) of insurance for all required insurance before the contractor performs under the contract. With the exception of errors and omissions insurance, the certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds.
  - G. The insurance requirements herein supersede those in any attached exhibit.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. County may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice. Notice must be delivered by registered or certified mail, or in person, to the other party. County may also terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by County under the following conditions:
- A. If Contractor fails to perform the work in a manner satisfactory to County.
  - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
  - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement. Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance.
19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

20. Confidential Information.

- A. Access and Protection. Contractor understands that in performing this Agreement, Contractor will have access to and possession of confidential information. Furthermore, Contractor will have access to County information that is exempt or not subject to disclosure under Oregon Public Records Laws. Such information shall be considered confidential information for purposes of this Agreement. Contractor, and each of its officers, employees, and agents shall, subject to the applicable County, State, and Federal Government laws and regulations, maintain all confidential information in the strictest confidence and will not at any time use, publish, reproduce or disclose any confidential information, except as authorized in writing by County, or to perform its obligations as authorized in this Agreement. Contractor shall take all steps necessary to safeguard the confidential information against unauthorized disclosure, reproduction, publication, or use, and to satisfy its obligations under this Agreement. Such obligations shall survive the termination or expiration of this Agreement.
- B. Security Requirements. Contractor and its officers, employees, subcontractors, and agents shall at all times comply with all County security standards, practices, and procedures with respect to information and materials that come into Contractor's possession and to which Contractor gains access under this Agreement.
- C. Return. Contractor shall promptly return to County, upon its request, all of County's confidential information.
- D. Injunctive Relief. Contractor will immediately report to County any and all unauthorized disclosure or use of County's confidential information of which it or its staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's confidential information to others may cause immediate and irreparable harm to County and, if Contractor should publish or disclose County's confidential information to others, or threaten to publish or disclose County's confidential information, County shall immediately be entitled to injunctive relief. County shall be entitled to such injunctive relief without having to pursue its other remedies herein, including Termination and Dispute Resolution.
- E. Non-disclosure of Other County Information. The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of this Agreement is prohibited, except upon the express written consent of County.
- F. Documentation. Contractor shall maintain up-to-date documentation indicating compliance with County security and confidentiality requirements governing data use and access.
- G. Subpoena. In the event that a subpoena or other legal process in any way concerning County's confidential information is served upon Contractor, then Contractor agrees to notify County in the most expeditious fashion possible following

receipt of such subpoena or other legal process and to cooperate with County, at County's expense, in any lawful effort by County to contest the legal validity of such subpoena or other legal process.

21. Electronic Data.

- A. County Data. County reserves all right, title and interest in any and all electronic data, regardless of where the data is stored, which County has transferred to Contractor or entered into Contractor's system, including electronic data that has resulted from the conversion of County's original data. County retains the right to use Contractor's services to access and retrieve County's data stored on Contractor's infrastructure at County's sole discretion.
- B. Data Location. Contractor shall provide its services to the County and its end users solely from data centers in the United States. Storage of County data at rest shall be located solely in the United States. Contractor shall not allow its personnel or subcontractors to store County data on portable devices, including personal computers, except for devices that are used and kept only at its United States data centers. Contractor shall permit its personnel and subcontractors to access County data remotely only as required to provide technical support.
- C. Transition. Upon termination or expiration of this Agreement, Contractor shall in a timely manner make available to County all of County's data that is in Contractor's possession. Contractor shall cooperate with County and assist in the transfer and conversion of County's data to an accessible, vendor-neutral electronic format that County specifies. If County has a replacement service provider, Contractor agrees to assist with a timely transition to the new service provider. Except in the event of a termination for cause, County shall reimburse Contractor for reasonable transition services in accordance with the rates set forth in this Agreement. In the event of a termination for cause, Contractor shall provide at no cost to County reasonable transition and termination services, including but not limited to necessary extraction and conversions services required for import of data into new service provider's system.
- D. Loss or Compromise of Data. Contractor shall immediately notify County in writing of any use or disclosure of County data not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed County data. Contractor's notice shall identify the nature of the breach and what the Contractor has done or will do to mitigate the effect of the unauthorized use or disclosure. Furthermore, Contractor agrees to investigate the breach and cooperate with County's investigation, if any. Contractor shall perform a root cause analysis of the breach and submit such analysis to County. Contractor shall be responsible for all costs incurred as a result of the unauthorized use or disclosure of County data due to any act, error or omission, negligence, misconduct or breach on the part of Contractor. In addition to the foregoing, the following applies:
- (1) Personally Identifiable Information (PII) and Personal Health Information (PHI). Contractor shall notify County as soon as practicable but no later than 24 hours

of becoming aware of any unauthorized use or disclosure of PII or PHI. Contractor shall comply with all County, State, and Federal Government laws and regulations regarding the protection of PII and PHI, including but not limited to the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 to 646A.628)

- (2) PCI Compliance. Contractor shall adhere to the Payment Card Industry (PCI) Data Security Standards for processing, transmitting, storing or otherwise affecting the security of credit/debit cardholder data and shall not require use of devices and/or systems which could result in enhanced PCI security requirements for the County's network. Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist County or for other uses specifically authorized by law. Contractor is responsible for all costs incurred as a result of a breach in cardholder data. Costs include but are not limited to fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with card association, PCI approved third party, or County initiated security review. Contractor must provide County with an annual documentation of compliance with the PCI Data Security Standard.

E. The provisions of this section survive the termination or expiration of this Agreement.

22. System Acceptance. For purposes of acceptance of the system (or portions thereof), County intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

- A. Conditional Acceptance. Conditional Acceptance will occur prior to going live. County will have up to 45 days to test the system before going live.
- B. Final Acceptance. County will have a 90-day period after go-live to "live test" the system. Live testing is County's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to County by Contractor during the course of the project and that all project requirements are satisfied. If after the live testing, the system performs in accordance with the system specifications, County will issue "Final Acceptance." The 90-day period for Final Acceptance shall be extended if problems are found in the live test. Specifically, the 90-day period will pause when a problem is documented and resume when it is fixed. County, at its sole discretion, shall determine whether all conditions for Final Acceptance have been met.

23. Mandatory Updates. Contractor shall provide at no cost to County any updates that are mandated by changes to State or Federal law, rule or regulation.

24. Warranty.

- A. Contractor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Contractor further represents and warrants that it has good and

marketable title to the software and any equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Contractor further represents and warrants that neither the software in the form delivered by Contractor to County, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use by County, will infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

- B. In the event that any third party makes a claim or files a lawsuit challenging County's right to use the software or equipment, Contractor shall defend and indemnify County and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of the claim or lawsuit, and for any monies paid in settlement. In resolving any such infringement claim, Contractor shall, in its reasonable discretion, either procure a license to enable County to continue to use the software or develop or obtain a non-infringing substitute acceptable to the County at Contractor's cost.
  - C. Contractor represents and warrants that the software and related products described with this Agreement will perform in accordance with all documentation, Contract Documents, Contractor marketing literature, and any other communication attached to or referenced in this Agreement.
  - D. Contractor represents and warrants that the software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of the County as set forth in the Contract Documents.
  - E. County has presented detailed specifications of the particular purpose for which the system is intended and provided descriptions and criteria for how the system can accomplish the particular purpose. Accordingly, Contractor understands the particular purpose for which the system is required and acknowledges that County is relying on Contractor's experience and knowledge of the system to identify those components which are most suitable and appropriate. Contractor therefore warrants that the system and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.
  - F. Contractor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in County's operating environment.
25. Disaster Recovery/Business Continuity. Throughout the term of this Agreement and at all times in connection with its actual or required performance of the services under this Agreement, Contractor shall maintain a Business Continuity and Disaster Recovery Plan and implement such plan in the event of any unplanned interruption of hosted services. Contractor will actively test, review and update the plan on at least an annual basis using industry best practices as guidance. Contractor will provide County with copies of all such updates to the plan within fifteen (15) days of its adoption by Contractor.
26. Key Personnel. The County expects consistency and quality of Contractor's staffing for the services provided under this Agreement. Contractor therefore agrees, as follows:



- A. The County may interview and approve key personnel proposed by Contractor. Contractor shall maintain the same key personnel throughout the term of this Agreement, except for changes as a result of the County's request for removal, or the death, disability, resignation or termination of such personnel or other circumstances outside of Contractor's reasonable control.
  - B. Upon the reasonable request of the County, Contractor agrees to promptly replace any key personnel of Contractor.
27. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Agreement is and shall be deemed to be "embodiments" of "intellectual property" for the purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "Code") (11 U.S.C. § 365(n) (2010)). County has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement. Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the County's rights of election, all rights and licenses granted to the County under this Agreement will continue subject to the respective terms and conditions of this Agreement, and will not be affected, even by Contractor's rejection of this Agreement.
28. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
29. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
30. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
31. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
32. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
33. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
34. ENTIRE AGREEMENT THIS AGREEMENT, INCLUDING THE CONTRACTOR'S PROPOSAL,

CONTITUES THE ENTIRE AGREEMENT BETWEEN THE PARITES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

OWNER:

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY OREGON

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

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

Henry Heimuller, Chair

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Margaret Magruder, Commissioner

Approved as to form

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

Alex Tardif, Commissioner

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

Office of County Counsel

\_\_\_\_\_

Date

## Attachment B Submittal Checklist

Attachments listed in the table that do not have a required file format may be supplied in either the original file format or PDF.

<b>REQUIRED SUBMITTALS</b>			
<b>Submittal Checklist</b>			
<b>Page</b>	<b>Item</b>	<b>Submitted</b>	<b>Format</b>
	Cover Letter		
	Statement of Assurance		
	Proof of Insurability \$2 million liability/\$2 million E&O/\$2 million cyber		
	Customers and References		
	Table of Contents		
	Statement of Qualifications		
	Attachment C Company Background Form(s)		
	Software System Requirements		
	Attachment D Functional Requirements		Microsoft Excel (.xls or .xlsx)
	Implementation, Maintenance, Training and Support Plan		
	Fee Proposal		

## Attachment C Company Background Form

Please complete one form for each firm included in the Proposal.

<b>Company Background</b>	
Company Name	
Location of corporate headquarters	
Location of key personnel to be assigned to implementation	
<b>Proposer Experience</b>	
# of years in business	
# of years providing systems/services to public sector clients	
# of clients (total) and # of local government clients	
Identify other industries serviced (other than local government)	
# of clients using proposed software solution	
Three most recent contracts and software successfully installed	
Discuss biggest obstacle encountered in a recent municipal implementation and issue was resolved	

<b>Company Background</b>	
<b>If Primary Proposer proposes to use a third-party software solution:</b>	
# of projects completed using proposed third-party software solution or partnering with proposed third-party software implementation team	
Official Partnership status/certification (if applicable)	
<b>About the Company</b>	
# of total employees	
# of employees providing implementation services (if applicable)	
#of employees supporting product (maintenance and support) (if applicable)	
Certified Minority/Women Owned, Disadvantaged Business (Y/N; Certification #)	

## Attachment D Functional Requirements

See separate Excel Spreadsheet.

## Attachment E Cost Proposal

See separate Excel Spreadsheet.

## Exhibits

See separate Recycling data and Household Hazardous Waste reports.



**ORIGINAL**

**Response for  
Columbia County, OR  
For  
Transfer Station Scale House Software System  
RFP**



**Closing**  
**Tuesday, November 28, 2017**  
**5:00 PM (Local Time)**

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

Copyright 2017

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**Attachment B – Submittal Checklist**

<b>REQUIRED SUBMITTALS</b>			
<b>Submittal Checklist</b>			
<b>Page</b>	<b>Item</b>	<b>Submitted</b>	<b>Format</b>
5	Cover Letter	Yes	
7	Statement of Assurance	Yes	
9	Proof of Insurability \$2 million liability/\$2 million E&O/\$2 million cyber	Yes, upon award per RFP	
11	Customers and References	Yes	
13	Table of Contents	Yes	
17	Statement of Qualifications	Yes	
21	Attachment C Company Background Form(s)	Yes	
29	Software System Requirements	Yes	
29	Attachment D Functional Requirements	Yes	Microsoft Excel (.xls or .xlsx)
109	Implementation, Maintenance, Training and Support Plan	Yes	
139	Fee Proposal	Yes	

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## **A. Cover Letter**

### ***A.1 Cover Letter***

Provided on the next page.

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

**PARADIGMSOFTWARE**  
*The Standard in Weighing and Routing Software*



November 22, 2017

Columbia County, OR Courthouse  
Attention: Jewelee Bell, Contracts and Procurement Specialist  
230 Strand Street  
St. Helens, OR 97051

**Subject: Response to Columbia County – Transfer Station Scale House Software System RFP**

To Whom It May Concern:

Paradigm Software, L.L.C. ("PSLLC"), an American owned and operated company, is pleased to submit the enclosed information for its industry standard CompuWeigh™ System to Columbia County, OR (Customer/County), in accordance with the RFP mentioned above. PSLLC understands the requirements of this RFP; meets the minimum system requirements as specified in the RFP; have the required insurance; and plan on handling the entire project in-house without the use of sub-contractors. This proposal is valid for 120 days from the closing date. PSLLC was recently awarded Humboldt County, CA and Inyo County, CA through a competitive RFP bid process.

PSLLC has a 99% customer retention rate and our first customer is still using the product today. The following individuals have binding authorization for the organization and for this response.

Phil Weglein, Chief Executive Officer – [phil.weglein@paradigmsoftware.com](mailto:phil.weglein@paradigmsoftware.com)  
Jackie W. Barlow, II, Chief Operating Officer – [jackie.barlow@paradigmsoftware.com](mailto:jackie.barlow@paradigmsoftware.com)  
113 Old Padonia Road, Suite 200, Cockeysville, MD 21030 - (410) 329-1300

PSLLC is a municipal friendly company and over 81% of our customer base is municipal. We understand the municipal business and have focused our attention to meeting the needs of municipalities. In addition, we understand that municipalities across the country do business differently and our software can adapt and be modified to meet and in most cases, exceed the business requirements.

PSLLC understands and certifies that we have not discriminated and will not discriminate or in violation of ORS 279A.110(1), against any minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining required subcontract.

We would be happy to perform a full demonstration of the system for your staff. We look forward to a long-lasting business relationship with Columbia County. If you should have any questions, please feel free to contact me.

Regards,

Mr. Jackie W. Barlow, II  
Chief Operating Officer

## **B. Statement of Assurance**

PSLLC assures that we are not in violation of any regulatory agency rules. PSLLC also assures that we have reviewed the sample contract. PSLLC has reviewed the Contract provided in the RFP and agree to work with the County to negotiate a final agreement that also includes terms from our Agreements found in Section H.1 of our Response as it pertains to Intellectual Property, License, Terms and Warranties.

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## **C. Insurance**

PSLLC agrees that we will be able to provide proof of insurance demonstrating current coverage for liability in the amount of \$2,000,000; Errors and Omissions coverage in the amount of \$2,000,000; and cyber liability coverage in the amount of \$2,000,000 or equivalent coverage.

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## D. Customers and References

As per the requirements of the RFP, PSLLC is providing three (3) references from current clients for similar projects performed within the last five (5) years. All references are current customers of PSLLC.

PSLLC is well experienced in working with projects the size and having similar system configuration as used by the Customer. From the initial design of the CompuWeigh™ System, it was intended to serve both single and multiple site configurations.

The system in its basic form has been operational since 1992. The system was re-written and placed into production in 2014 and is the software version we are installing moving forward for all customers. Since 1992, we have replaced every other major vendor's system in the industry. Our installed customer base has grown each year and our system as delivered has performed up to and in most cases exceeded our customers' expectations. We have become the preferred supplier from one computer one scale facilities, to complex distributed facilities in the solid waste industry who understand the importance of collecting and managing data with the timeliest and accurate system and how valuable this information is to run an efficient and effective solid waste facility.

<b>Company Name:</b>	South Central Solid Waste Authority, NM
<b>Company Address:</b>	2865 West Armador Las Cruces, NM 88005
<b>Contact Name:</b>	Mr. Patrick Peck / Director
<b>Contact Telephone Number:</b>	(575) 528-3800
<b>Contact Email:</b>	<a href="mailto:ppeck@las-cruces.org">ppeck@las-cruces.org</a>
<b>Date Work Undertaken:</b>	2007 to Present
<b>Nature of Assignment:</b>	South Central SWA has three scale houses running the CompuWeigh System. The system exports data to a Munis Accounting system for invoicing. The system replaced an old P-Dox system. The CompuWeigh System was installed in June 2007. The customer is currently working with our staff to upgrade to CW6 which is scheduled for the first quarter of 2018.

EXHIBIT B - Contractor's Proposal

<b>Company Name:</b>	Kitsap County, WA
<b>Company Address:</b>	614 Division Street Port Orchard, WA 98366
<b>Contact Name:</b>	Ms. Lisa Moses
<b>Contact Telephone Number:</b>	(360) 337-7294
<b>Contact Email:</b>	<a href="mailto:lmoses@co.kitsap.wa.us">lmoses@co.kitsap.wa.us</a>
<b>Date Work Undertaken:</b>	July 2009 to Present
<b>Nature of Assignment:</b>	The County operates three transfer stations. One of the facilities has unattended operations. They scan driver's licenses, accept credit cards, capture electronic signatures and invoices through our Accounts Receivable and Aging Module. The system replaced a Norwesco system and was installed in July of 2009. The County upgraded to CW6 in January 2017.

<b>Company Name:</b>	Pinellas County, FL
<b>Company Address:</b>	3095 - 114th Avenue North St. Petersburg, FL 33716
<b>Contact Name:</b>	Ms. Deb Bush
<b>Contact Telephone Number:</b>	(727) 464-7803
<b>Contact Email:</b>	<a href="mailto:dbush@pinellascounty.org">dbush@pinellascounty.org</a>
<b>Date Work Undertaken:</b>	September 2010 to Present
<b>Nature of Assignment:</b>	Pinellas County operates a landfill, mini-hand unload, WTE and Ash facility all at the same site. The County currently has a total of seven scale lanes. Four lanes have automation consisting of RF, color LCD Display and Qwerty Keyboard (or touch screen computer), and all lanes have a thermal receipt printer, gates and cameras. The County processes in excess of 340,000 transactions per year. The CompuWeigh™ system monitors over 28 cameras linking transactions directly to the video. The County accepts credit cards, processes check verification, signature capture and driver's license scanning. The CompuWeigh™ System uses a SQL Server database and operates in real-time between sites using Microsoft Message Queuing. The County uses our Accounts Receivable and Aging Module. The County accepts credit card payments through our Web Reporting Module through a hosted order page with their credit card provider. PSLLC was selected over PC Scales, WasteWorks, Desert Micro, ISI, Creative Information Systems, Mettler-Toledo and replaced a Mettler-Toledo System. The County went live in September 2010. The County upgraded to CW6 in September 2017.

## E. Table of Contents

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## **F. Statement of Qualifications**

### ***F.1 Proposer Company Information***

PSLLC is pleased to present our CompuWeigh™ System solution for the installation of a Landfill Software solution. Our principal place of business is located at 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030. Our phone number is (410) 329-1300. Our fax number is (443) 275-2509. The main point of contact for this RFP response is Mr. Jackie W. Barlow, II; Chief Operating Officer. He can be reached at the above number or via email at [jackie.barlow@paradigmsoftware.com](mailto:jackie.barlow@paradigmsoftware.com). PSLLC understands the requirements of this RFP; plan on handling the entire project in-house without the use of sub-contractors; and has the required insurance requirements.

PSLLC, an American owned and operated company, was founded in 1991 by our Chief Executive Officer Phil Weglein and has remained a solvent organization. PSLLC has never had to resort or rely on funding from outside sources. PSLLC installed our first system in 1992. Since that time, we have continued to provide an industry leading scale software application. The top management officers are Philip S. Weglein and Jackie W. Barlow, II. They are responsible for all management and business decisions and have full executive authority to make binding contract negotiations. Phil is the architect of the entire CompuWeigh™ software system. Jackie is responsible for the daily operations of the company, marketing, customer liaisons and general systems implementation. The staff of PSLLC, consisting of 23 full and part-time employees, has numerous years of specific knowledge and experience of the solid waste industry including facilities operation, consulting, software implementation and training. The staff of PSLLC possesses more than 100 years of combined software experience including all phases of database, file structuring, report generation and transaction processing software development, data conversion, industry consulting, and development of training programs and user documentation. PSLLC is very fortunate in that, over the years we have experienced minimal employee turnover, thereby enhancing PSLLC's ability to provide on-going, accurate, effective and timely support to all of our customers. PSLLC's seasoned staff members are encouraged and expected to share historical insight and past experiences with the new employees that join the team to help them bridge the learning curve of our operation more quickly. PSLLC's organizational staff may be small in numbers but because of the setup of our office operation, our process on how we bring on-board new customers and through employee's who thrive on positive outcomes, PSLLC's on-going success and growth can be attributed to, in part, the level of satisfaction the staff provides to our customers and how they communicate that to other individuals.

At PSLLC, the entire staff is involved in some form or fashion with each project that is undertaken by our office. A team approach fosters discussions on what makes this customer unique, what has been successful in the past, where do we need to allocate additional resources and what we need to do to make this as seamless as possible for our Customer. Our employees understand and have agreed in our Employee Agreement and Handbook the confidentiality of our business and that of our customers. Our employees are well trained experts in the computer field and in the solid waste

management industry and will be part of the project team during the various phases of implementing the project including Contract negotiations, Software customizations, System installation and Customer training, Ongoing support for daily operations, and Future system enhancements.

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

PSLLC was founded in 1991 and still owned by our Chief Executive Officer Phil Weglein and has remained a solvent organization. PSLLC has never had to resort or rely on funding from outside sources. PSLLC installed our first system in 1992. Since that time, we have continued to provide an industry leading scale software application. The top management officers are Philip S. Weglein and Jackie W. Barlow, II. They are responsible for all management and business decisions and have full executive authority to make binding contract negotiations.

PSLLC's customer base continues to grow. Currently we have customers in 43 states and four (4) Canadian provinces. We support customers in six (6) different time zones. Our CompuWeigh™ System is installed in a number of locations in and around the Customer's area. Some of PSLLC's customers include City of Seattle, King County, Lewis County, Thurston County, Cowlitz County, County of Fresno, Kern County, County of Orange, County of San Bernardino, County of Santa Barbara, Lassen Regional Waste Management District, Monterey Regional Waste Management District, Salinas Valley Solid Waste Authority, City of Redding, City of Los Angeles, City of Redlands, and many more. We would be happy to assist you in contacting these customers for a site visit or to ask questions about Paradigm Software's application and service.

PSLLC has seen consistent annual growth for more than 25 years. Our staff has increased over the years to support the additional customer base. We are focused on the solid waste and recycling industry and we are forecasting continued growth from a customer and staff standpoint. A succession plan is in place for the continued operation of the company.

## ***F.2 Experience and Qualifications***

With constant changes in the industry and customer demand, we have expanded the overall functionality of the CompuWeigh™ System in order to accommodate these enhancements. This includes the integration of such optional peripheral devices as barcode scanners, magnetic swipe readers, RFID tag readers, electronic cash drawers, external keypad devices for unattended lanes, signature capture, traffic light and barrier arm controls, credit card processing, check verification, etc. PSLLC has numerous customers utilizing these hardware devices in their daily operation. For customers who

are responsible for protecting their investment, the CompuWeigh™ System will be the last solid waste management software package they will ever need to buy.

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

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

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

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

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

PSLLC holds Annual User Group meetings in order to keep our customers up to date on the software and its enhancements. In addition, we email quarterly newsletters with valuable information for our customers. We have these meetings on an annual basis as long as our customer base participation warrants. We are also a strong participant with WasteCon, Waste Expo, WEF, and the Canadian Waste and Recycling Expo.

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

and hands-on training. The proposed system will be delivered with full operational documentation to support the installation. With this in mind, the implementation schedule we propose will be modified to fit the needs and request of the Customer. PSLLC will provide the Customer with a facility survey to obtain the necessary information we need to create your database.

### **F.2.1 Understanding of Solution Sought by County**

PSLLC understands the requirements of the RFP and by currently having our application installed and operating the County's facilities, we are familiar with their current processes and procedures. By implementing a PSLLC solution, the cutover process will be much easier and will allow for scale operators a short if any learning curve as the design of the application was minimal. With the current system in place, the new version of the application can be installed in a test environment to allow for testing and training simultaneously.

- The hardware currently in place for the attended lanes would not necessarily need to be changed unless it is desired by the County.
- PSLLC is familiar and understands how the County will utilize certain modules within the system.
- The proposed application is developed for the solid waste and recycling industry which is over 95% of our customer base.
- The system is written using Visual Basic .NET with either a SQL Express or SQL Server database (depending on how our customer's desire to be configured).
- The CompuWeigh™ System grows through an evolutionary process and all customers run the same code base, which makes supporting our customers and enhancements streamlined.
- The system stores all settings within the database for ease of installation and re-installation when machines are upgraded.
- We have a PCI Compliant credit card processing solution in place which allows for EMV integration. Signatures for transactions or credit card transactions can be captured electronically and stored with the transaction for future access.
- Tickets can be printed and/or sent to the account electronically through a scheduled task within the application.
- Batch and scheduled reporting to automate the reporting process. Reports can be batched and scheduled to run at a specified time. The final report(s) can be sent to a printer or emailed to a distribution list or specified individual(s) or customer(s).
- Single executable for ease of installation and update.
- Site(s) run independently of the central server and can function even if the connection to the central server has been lost. Once the connection is re-established the system performs a two-way communication in order to bring each side up to date.
- PSLLC understands the requirements of the RFP, have the knowledge of the County's current configuration, comprehends the expected results and has a good working relationship with the County.
- PSLLC has the most advanced software solution available in the industry.

**F.3 Attachment C – Company Background**

<b>Company Background</b>	
Company Name	<b>Paradigm Software, L.L.C.</b>
Location of corporate headquarters	<b>Cockeysville, MD</b>
Location of key personnel to be assigned to implementation	<b>Cockeysville, MD</b>
<b>Proposer Experience</b>	
# of years in business	<b>26</b>
# of years providing systems/services to public sector clients	<b>26</b>
# of clients (total) and # of local government clients	<b>215 total (486 sites) / 174 government</b>
Identify other industries serviced (other than local government)	<b>Aggregate, Private</b>
# of clients using proposed software solution	<b>CW6 – 62 CW5 – 147 (working with these customers one by one to upgrade to CW6)</b>
Three most recent contracts and software successfully installed	<b>Delaware Solid Waste Authority Mason County, WA Maryland Environmental Service</b>
Discuss biggest obstacles encountered in a recent municipal implementation and issue was resolved	<b>Our biggest challenge is the lack of a Project Manager on the customer's side. By having a single point of contact on the customer's side who can coordinate and manage the project from that side assists in providing a smooth implementation process.</b>
<b>If Primary Proposer proposes to use a third-party software solution:</b>	
# of projects completed using proposed third-party software solution or partnering with proposed third-party software implementation team	<b>Axia – 13 CardConnect – 15 Elavon (in integration phase) – 4-5 confirmed interested</b>
Official Partnership status/certification (if applicable)	<b>N/A</b>
<b>About the Company</b>	
# of total employees	<b>23</b>
# of employees providing implementation services (if applicable)	<b>5 dedicated but with support from an additional 18</b>
# of employees supporting product (maintenance and support) (if applicable)	<b>9 dedicated but with support from an additional 17</b>
Certified Minority/Women Owned, Disadvantaged Business (Y/N, Certification #)	<b>N</b>

#### ***F.4 Proposer Key Personnel***

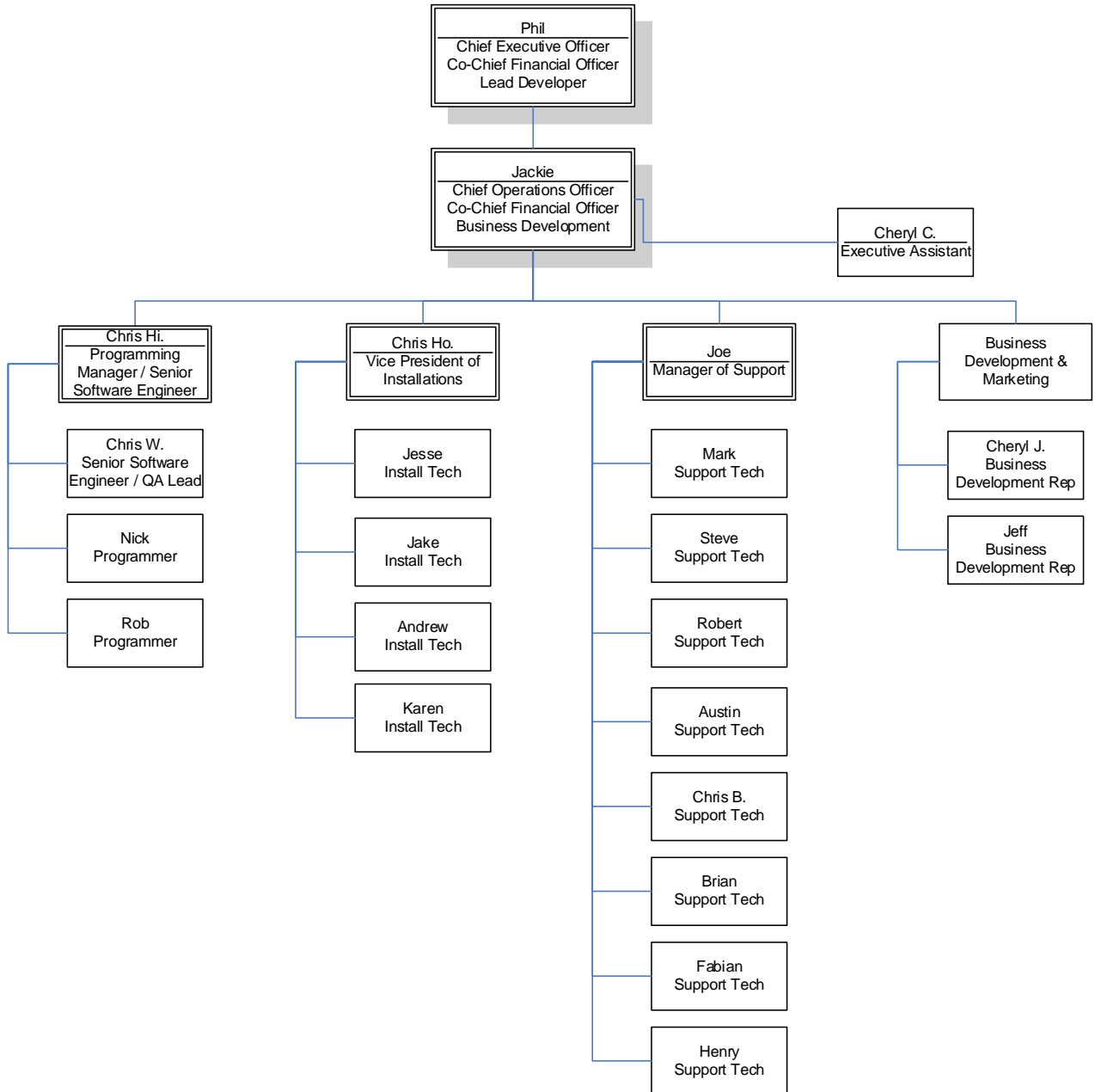
Each employee will assist in every installation. Whether it is physically on-site with our customer or in a remote supporting role. We look at each installation as a team effort and have seen great success with this model. PSLLC's organization chart consists currently of 23 full and part time employees. Our team has been involved in numerous implementations and as a team we are able to accomplish any unforeseen events that have occurred. We believe a team approach to this project while working with the team members specified by the customer is a tremendous advantage.

Each employee will assist in every installation. Whether it is physically on-site with our customer or in a remote supporting role. We look at each installation as a team effort and have seen great success with this model. The following represents the proposed staff and resumes that will be involved during the implementation of the proposed CompuWeigh™ System for the project. Our team has been involved in numerous implementations and as a team we are able to accomplish any unforeseen events that have occurred. We believe a team approach to this project is a tremendous advantage.

#### **F.4.1 Organizational Structure**

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

EXHIBIT B - Contractor's Proposal



## F.4.2 Personnel

### Employees by discipline

**9 – Support Technicians**

**5 – Installation Technicians**

**3 – Business Development Staff**

**5 – Developer**

**1 – Administrative**

**2 – Management (Phil/Developer and Jackie/Business Development)**

**Note – 22 of our 23 employees can provide operational support for the application.**

All employees are located in Maryland with the exception of Cheryl Johnson who is in Wisconsin and Jeff Welch who is in California. PSLLC has been very successful with our company structure and supporting all of our customers from mainly the Maryland office. Currently we have customers in 43 states and four (4) Canadian provinces. We support customers in six (6) different time zones from our Maryland office.

### **Phil – Chief Executive Officer**

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

### **Jackie – Chief Operating Officer**

Jackie is a US Marine Corps Veteran and brings 28+ years' experience in sales, marketing, management and consulting in the computer, office automation and insurance fields. Manages and oversees the daily operations of PSLLC including Business Development, Support, Installations, R&D and system maintenance. He is involved with product demonstrations, workflow procedures, advertising, contract and proposal preparation, and has performed numerous customer installations. Jackie has proven success in project management focusing on written documentation, data transfer and mapping, and rating tool design. Involved with all installations. **Education – Bachelor of Science in Business Management – York College of Pennsylvania. Service at Paradigm – Since 2000.**

### **Chris H. – Director of Installation**

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



**Chris W. – Developer**

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

**Joe – Manager of Support**

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

**Cheryl J. – Business Development/Support**

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

**Chris H. – Manager of Product Development**

Hired to assist with maintenance programming, new development and other programming tasks. Involved with all installations. **Education - Masters of Science in Business and Technology Management and Bachelor of Science in Computer Information Systems: Network and Information Security Concentration – Villa Julie College. Service at Paradigm – Since 2007.**

**Mark – Support/Installation Technician**

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

**Jesse – Support/Installation Technician**

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

**Jacob** – *Support/Installation Technician*

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

**Cheryl C.** – *Executive Assistant*

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

**Nick** – *Developer*

Hired to assist with maintenance programming, new development and other programming tasks. **Education** – *Bachelor of Science in Computer Information Systems – Stevenson University.* **Service at Paradigm – Since 2014.**

**Steve** – *Support/Installation Technician*

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

**Jeff** – *Business Development*

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

**Chris B.** – *Support/Installation Technician*

Chris joined our team in February 2016 and brings with him customer support experience. He is proficient with troubleshooting software and hardware issues and Microsoft® Windows operating systems and Office. **Education** – *Currently pursuing Bachelor's Degree in Computer Science – Towson University.* **Service at Paradigm – Since 2016.**

**Andrew** – *Support/Installation Technician*

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

**Austin – Support/Installation Technician**

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

**Robert – Support/Installation Technician**

Robert is a US Navy veteran with over twenty years of experience with numerous military and commercial computer systems, and over 23 years specializing in electronics and hardware systems. He has over 9 years of customer service and sales, twelve years of leadership, and documentation. **Education – Military computer and data systems, UNIX, and electronics. Associates degree in Network Technology at Community College of Baltimore, pursuing his Bachelor's degree in Computer Science. Service at Paradigm – Since 2016.**

**Karen – Support/Installation Technician**

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

**Brian – Support/Installation Technician**

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

**Fabian – Support/Installation Technician**

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

**Rob – Programmer**

30+ years of analysis and programming experience. Knowledge working with customers to identify requirements and business processes. Familiarity developing systems using .Net VB and C# with SQL database for desktop and web applications. Also experienced with user training and application support. **Education** – Bachelor of Science – Information Systems Management - UMBC 1984. Master of Science – Medical Informatics – Northwestern University 2009. **Service at Paradigm since 2017.**

**Henry - Support/Installation Technician**

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

## G. Attachment D – Software System Requirements

As per the requirements of the RFP, PSLLC has responded to Attachment D – Functional Requirements in this Section. In addition, PSLLC has provided additional information regarding our solution for the County's review. PSLLC is proposing a Client-Server solution with a Web Reporting and Payment Module for your customers that would be a hosted solution. The County can host or if PSLLC hosts it would be a Microsoft Azure server. Microsoft states an uptime of 99.5% for their Azure services. A service level agreement will be negotiated with the County based on the final configuration of the solution and business requirements. Any scheduled downtime would be performed after business hours in order to eliminate interruption and will be communicated to the customer ahead of time.

Item	Process	Requirement Description	Code	Module/System	Comments
<b>Technology and Security</b>					
1	User Security	Ability to define and set up groups of users with similar settings, as well as ability to setup individual rights for both staff and customers, or a combination. Ability to allow Personally Identifiable Information to be starred out for certain levels of users.	Y	CompuWeigh / WeighStation	<b>This is a standard feature within the system. See Section G.1.11 for more information.</b>
2	Approval – Void	The system should require approval for voided transactions with appropriate documentation.	Y	CompuWeigh / WeighStation	<b>This is a standard feature within the system. See Section G.1.11 for more information.</b>
3	Approval – Rates	The system should require Supervisor approval for new rates added to the system with appropriate documentation.	Y	CompuWeigh / WeighStation	<b>This is a standard feature within the system. See Section G.1.11 for more information.</b>
4	Approval – Customers	The system should require approval for new customer accounts with credit limits and appropriate documentation.	Y	CompuWeigh / WeighStation	<b>This is a standard feature within the system. See Section G.1.11 for more information.</b>

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
5	Application Program Interface (API)	The system should have open/public APIs for ease of integration with County ERP system (TBD) to batch and upload daily revenue summary.	YC	CompuWeigh	Currently, we do not offer a public API. In our standard process, this functionality is generally accomplished through exports that we create and can be scheduled. If necessary, we could develop an API via a .Net DLL or a SQL Stored Procedure based on mutually developed business requirements.
6	Audit Trail	Log all update transactions in a secure audit trail. Provide clear trails of all transactions from source data entry through summarization at higher levels or integration with other systems.	Y	CompuWeigh / WeighStation	This is a standard feature within the system.
7	Mobile Technology	The system should support mobile technology.	Y	CompuWeigh / WeighStation	This is a standard feature within the system. The system can run on any tablet device that is running Microsoft® Windows 8 or higher.
8	Offline Capability	Ability to handle offline capabilities, in the event that internet access is temporarily lost.	Y	Message Queuing Module	Please see Section G.1.20 for more information.

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
9	Authentication / Password	The system provides two factor authentication for each staff login with password.	Y	Web Reporting and Payment Module	We do offer two-factor authentication for our web-based module; however, it is not part of our client-server CompuWeigh™ System.
10	Scale Compatibility	The system is compatible with weight scale indicators (IQ Plus 355 Digital Weight Indicator from Rice Lake Weighing).	Y	WeighStation	This is a standard feature within the system.
11	Browser Compatibility	Compatible with Internet Explorer and Google Chrome current browsers and one major release back.	Y / TP	Web Reporting and Payment Module	This is standard within the system. Please see Section G.1.23 for more information.
12	Online Payment	Ability for customers to pay online. Describe your role in the processing, storage, or transmission of cardholder data.	Y / TP	Web Reporting and Payment Module	Please see Sections G.1.21 and G.1.23 for more information.

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
13	Import / Export	Ability to import and export data using web services and/ or APIs	YC	CompuWeigh	Customers can export via ad-hoc reporting, executed manually or scheduled. CompuWeigh also has an Export function that could be customized to create customer specific exports. We have a number of data imports developed to customer specifications. We offer a general XML import option that can be modified based on business requirements. Currently these options are from within the CompuWeigh™ System and not part of the Web Reporting and Payment Module but we would be open to discussing adding this functionality.
14	Import / Export	Ability to export to .CSV and .XLS formats for reporting.	Y	CompuWeigh	This is a standard feature within the system. See Section G.1.17 for more information.
15	Data Entry – Real Time	Data entry is real time across system. Ability to provide real time approvals, reporting and inquiry.	Y	Message Queuing Module	Please see Section G.1.20 for more information.
16	Data Entry – Efficiency/User Friendly	Provide simple, logical, efficient user interface.	Y	CompuWeigh	This is standard within all portions of the system.



EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
17	User Defined Fields	Ability to add user-defined fields, such as for comments, that can be reported on.	Y	CompuWeigh	We have user definable fields in various parts of the system.
18	Content Migration	Ability to migrate all current and historical data (both transactional and cumulative), from the existing application, for a period of one year prior to conversion.	YC	CompuWeigh / Data Conversion	We have included a line item in the Cost Proposal to handle the conversion of historical data from your current system to the CompuWeigh™ System.
19	Active Directory	Ability to integrate with Active Directory (LDAP) for user validation and single sign-on	Y	CompuWeigh	This is a standard feature within the system.
20	Documentation	System provides online, searchable training manual/system documentation.	Y	CompuWeigh	This is a standard feature within the system.
21	Peripherals Support	System supports and controls off-the-shelf peripherals such as printers, scanners, integrated cash drawer, credit card machines and signature capture pads.	Y	CompuWeigh / WeighStation	This is a standard feature within the system. For any item which would require additional software, please see Section starting with G.1.24.
22	Clock	Systems accommodates a 24-hour clock.	Y	CompuWeigh	This is standard within the system.
23	Credit	Ability to apply credit limits and/or require pre-payment balances to customers.	Y	Accounts Receivable and Aging Module	Please see Section G.1.19 for more information.

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
<b>Reporting &amp; Analytics</b>					
1	Daily Reports	Ability to generate daily reports by specific time period, date, account number or other reference number, name/business, waste category (municipal, yard debris, etc.), accounts, tipping fee tickets, customer type (commercial or self-hauler), non-scale charges, and payment type (account, cash, check, credit card).	Y	CompuWeigh	Within Reporting, the user can create adhoc a variety of reports and save them to be re-used in the future. Please see Section G.1.17 for more information.
2	Auto Generation	Ability to schedule reports for auto generation and auto upload to a location where they can be pulled for import into third party applications.	Y	CompuWeigh	This is a standard feature within the system.
3	Invoicing	Ability to generate monthly invoices.	Y	Accounts Receivable and Aging Module	This is a standard feature within the system. Please see Section G.1.19 for more information.
4	Statistical Data	Ability to capture transaction counts and other statistical data by user defined fields.	Y	CompuWeigh	Within Reporting, the user can create adhoc a variety of reports and save them to be re-used in the future. Please see Section G.1.17 for more information.

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
5	Accounts Receivable	Ability to generate aged receivable report, account history, and account current status, as of a defined date that includes customer account number.	Y	Accounts Receivable and Aging Module	This is a standard feature within the system. Please see Section G.1.19 for more information.
6	Printing	Ability to report to screen, to printer or to Excel and PDF files. Ability to send to other user via alert or as attachment to system-generated email. Ability to print tickets on either preprinted forms or standard letter paper.	Y	CompuWeigh	Within Reporting, the user can create and then generate reports to Word, Excel, PDF or directly to a printer. The reports can be emailed directly from the system as well. The system can print tickets on preprinted forms or standard letter paper or thermal receipt paper.
7	Tipping Weigh Ticket	System generates transaction tipping weigh ticket with date, weigh in, and weight out times, that is clear, readable and customizable in duplicate (customer and County copy) copy containing consecutive tipping fee ticket numbers. Ticket also will include customer, bill to account number (if applicable), transaction/ticket number, vehicle number, container number, origin (locality), generator, disposal site, category of waste, gross and tare weights, tipping fee rate and total tipping fee, net tons and transaction dollar amount.	Y	WeighStation	This is a standard feature within the system. See Section G.1 and G.1.2 for more information.

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
8	Default Statements	Ability to set up default statement to print under signature, e.g. "Driver certifies that load contains no hazardous material."	Y	WeighStation	This is a standard feature within the system. We have a ticket generator within the system that allows users with appropriate rights to add, remove or modify what information is displayed on the ticket.
9	Cash Receipts	Ability to handle cash receipts and generate reports linking individual payments to the daily deposit.	Y	CompuWeigh / WeighStation / Reporting	This is a standard feature within the system. A variety of reports including an end of day Z-Out report to show payment methods displayed by payment type.
10	Monthly Statements	Ability to print customizable monthly statement of account to include but not limited to: Customer name, contact, and trade name; remittance address; billing address; previous balance/credit, finance charges (if applicable), detailed new monthly charges, total balance due, and customizable message field.	Y	Accounts Receivable and Aging Module	This is a standard feature within the system. Please see Section G.1.19 for more information.
11	Reconciliation	Ability to print daily reconciliation report that provides a summary by person and by payment type to compare to received cash, checks and charges.	Y	WeighStation	This is a standard feature within the system. An end of day Z-Out report to show payment methods displayed by payment type.

Item	Process	Requirement Description	Code	Module/System	Comments
12	Credit Reports	Ability to print/view credit reports.	Y	CompuWeigh / Accounts Receivable and Aging Report	Please see Section G.1.19 for more information.
<b>Scale House System</b>					
1	Payment Types	System accepts customer payments types of cash, check, credit card and on-account / accounts receivable, as well as accommodates multiple payment types in one transaction.	Y	CompuWeigh / WeighStation	This is a standard feature within the system. See Sections G.1.2 and G.1.15 for more information.
2	Customer ID	System provides a customer identification number by vehicle ID, customer name, or other identifier.	Y	CompuWeigh	This is a standard feature within the system. See Section G.1.5 for more information.
3	Customer Account	Ability for customers and staff to view balances, payment history, activity and general account information in real time.	Y	CompuWeigh / WeighStation / Accounts Receivable and Aging Module	See Sections G.1.2, G.1.3, G.1.4, G.1.19 for more information.
4	Scales	Ability to utilize multiple scales simultaneously.	Y	WeighStation	With the use of a Perle Serial Server device (included in our cost proposal) one WeighStation license can access multiple scale lanes. We have a customer that operates 5 scale lanes with 3 computers. Any computer can process a transaction on any of the 5 scale lanes.

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
5	Tipping Fee	Ability to automatically calculate tipping fee based on weigh in (weight of vehicle plus load) and weigh out (tare weight of truck).	Y	CompuWeigh / WeighStation	This is a standard feature within the system.
6	Tare Weights	Ability to save tare weights.	Y	CompuWeigh / WeighStation	This is a standard feature within the system.
7	Multiple Commodities	Ability to record multiple commodities on a single weigh ticket.	Y	WeighStation	This is a standard feature within the system. The system can have multiple Origins, Payments, Materials or Destinations on a single ticket.
8	Search	Ability to search throughout the application by transaction or ticket number, payment type, waste type, time period, customer type, customer name and customer identification number.	Y	CompuWeigh	With our Quick Search feature, you can search on virtually any field or data within the application. See Section G.1.3 for more information.
9	Material Types	Ability to process and track weights of recyclables, yard waste, e-waste, etc. by quantity and by material type.	Y	CompuWeigh / WeighStation	This is a standard feature within the system.
10	Waste Types	Ability to record waste quantity by waste type, charges by weight or by unit.	Y	CompuWeigh / WeighStation	This is a standard feature within the system.
11	Outbound Tonnage	Ability to track outbound tonnage.	Y	CompuWeigh / WeighStation	This is a standard feature within the system.
12	Delinquent Account	System to notify scale operator of delinquent accounts and provide transaction lock out, with the option for supervisor override.	Y	CompuWeigh / WeighStation	This is a standard feature within the system.

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
13	Transaction	System allows customer, vehicle, and container and generate quick add or editing by scale operators with automatic next transaction number assignment.	Y	CompuWeigh / WeighStation	This is a standard feature within the system with appropriate user rights.
14	Vehicle	Ability to track and record residential vehicle count by origin (locality) and waste type without generating a ticket for each resident.	Y	WeighStation	With the use of a macro transaction, multiple tickets can be created (and not necessarily printed) to capture the required information.
15	Signature Line	System captures a driver signature line.	Y	WeighStation / Signature Capture Module	The system can prompt and electronically capture a signature on the credit card terminal or optionally on a wireless signature capture tablet. See Section G.1.22 for more information.
16	Non Scale Charges	Ability to track charges not related to scale activity. (i.e. Sharps containers)	Y	WeighStation	This is a standard feature within the system. Transactions can be processed without capturing a weight.
17	No Charge Accounts	Ability to track tonnage and revenue for "no charge" accounts.	Y	CompuWeigh / WeighStation	This is a standard feature within the system.
18	Receipts	Ability to generate receipts for all payment types.	Y	WeighStation	This is a standard feature within the system.
19	Rates	The system allows different rates for different waste types.	Y	CompuWeigh / WeighStation	This is a standard feature within the system.

EXHIBIT B - Contractor's Proposal

Item	Process	Requirement Description	Code	Module/System	Comments
<b>Proposer Functionality Additions or More Specific Functional Requirement Response (add as many rows as needed)</b>					
1	Additional Modules		YC	Additional Modules	See Sections starting with G.1.24 for additional modules offered by PSLLC.



## **G.1 Proposed System**

### **G.1.1 Overview**

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

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

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

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

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

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

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

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

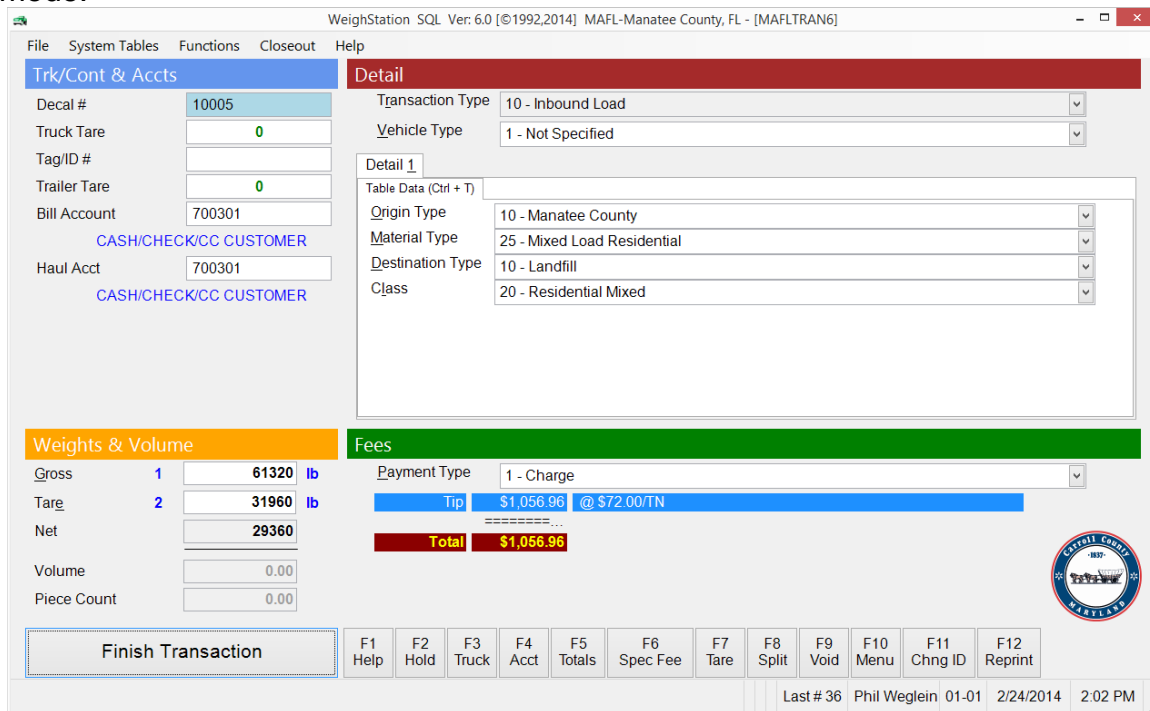
The four main requirements for the production of a fully functional and useful solid waste information system are:

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

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

### G.1.2 WeighStation

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



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

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

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

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

### **WeighStation Program Features**

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

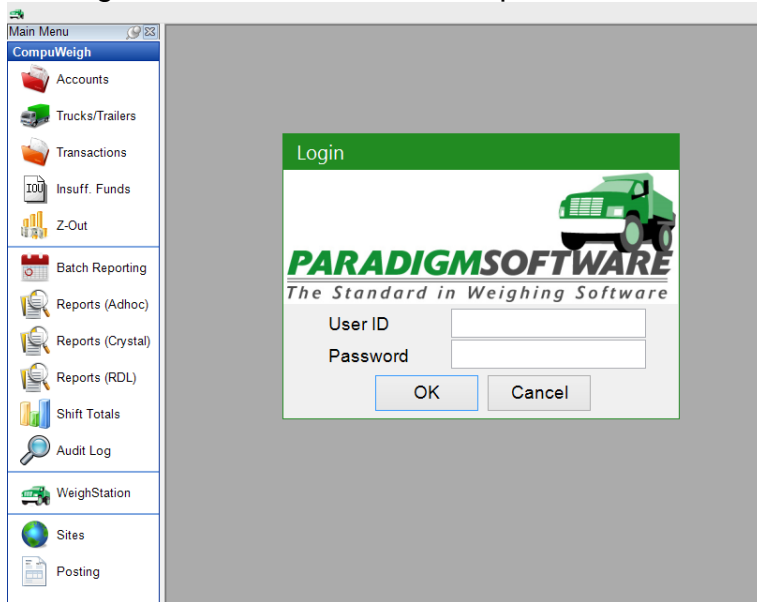
- Single screen design for ease of use and learning.
- Direct flow meter interface.
- Direct scale interface.
  - Track up to 5 Gross Axle weights per transaction.
  - Track up to 5 Tare Axle weights per transaction.
  - Tare averaging for trucks.
  - Ability to view vehicle tare upon vehicle entry.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

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

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

### G.1.3 The CompuWeigh™ System

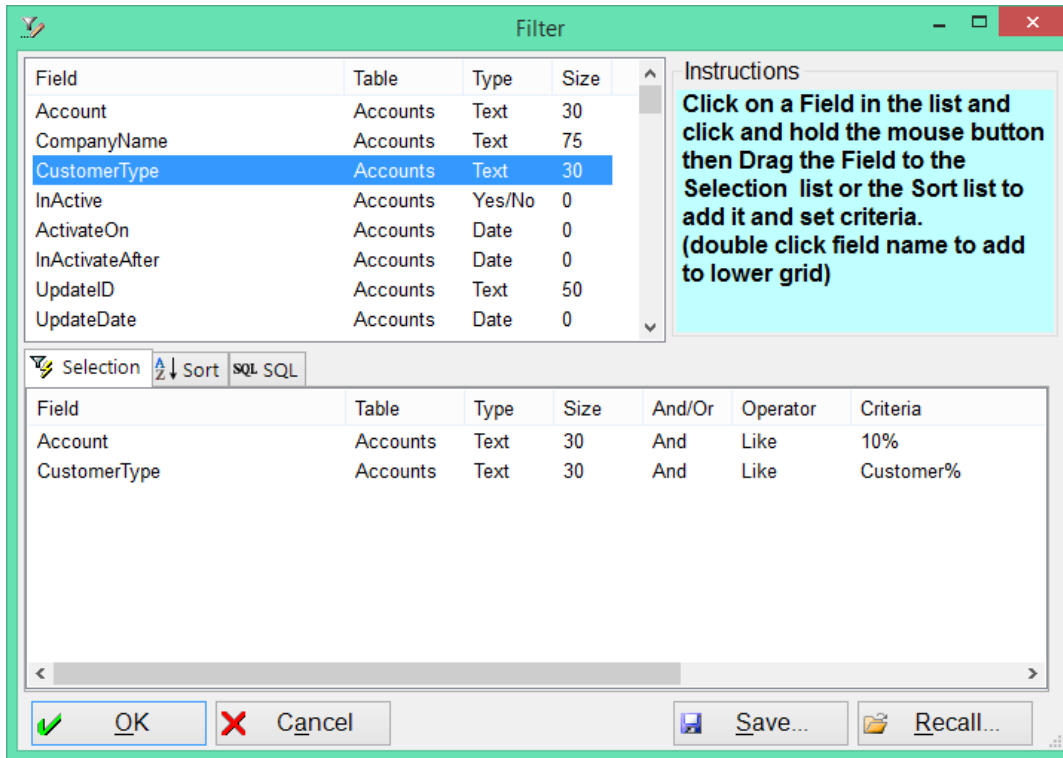
The primary features of the proposed CompuWeigh™ System are presented as follows. The CompuWeigh™ System has three edit windows, Account Edit, Truck/Vehicle Edit, and Transaction Edit. All edit programs share various system features. Because they share features and the use of the Microsoft® Windows Operating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



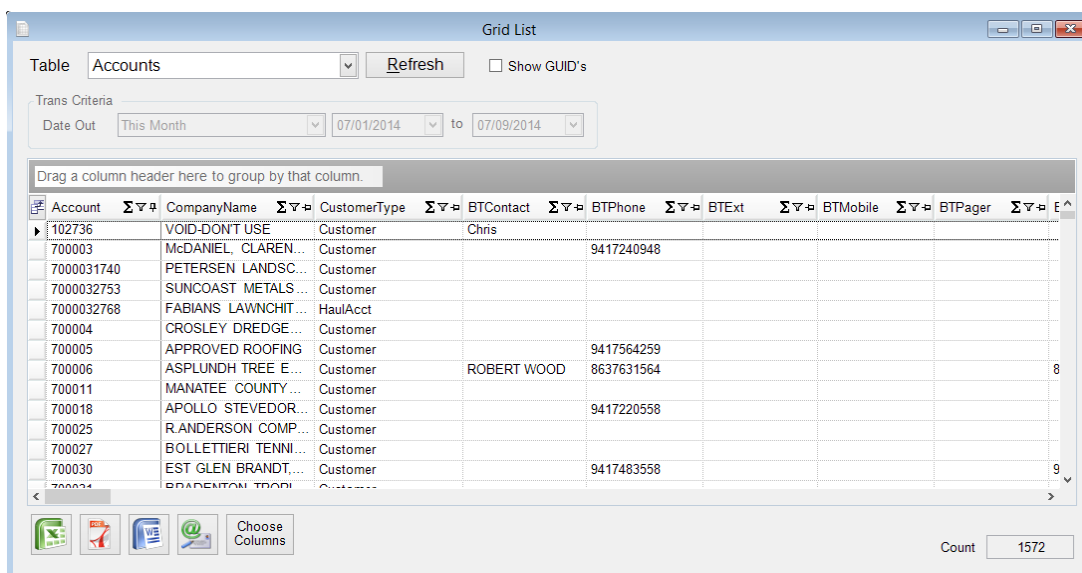
All edit windows share the same set of file access buttons. Moving through the file is simple and common across the programs. Note the standard database icons. Briefly holding the mouse over each button displays bubble help.



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

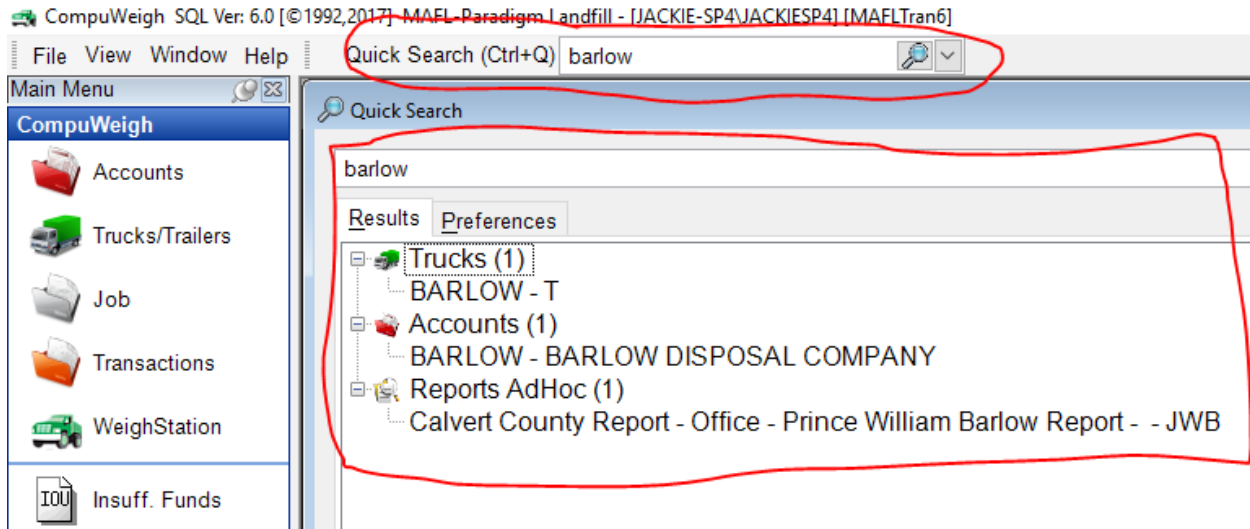


Each edit window offers a unique list window. This window allows the user to view the data in a concise manner where each record occupies a line in the list. The user can select a record from the list and bring it to a full editing window, by simply clicking on that record with the mouse.



## Quick Search

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



## Database Processing Features

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

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

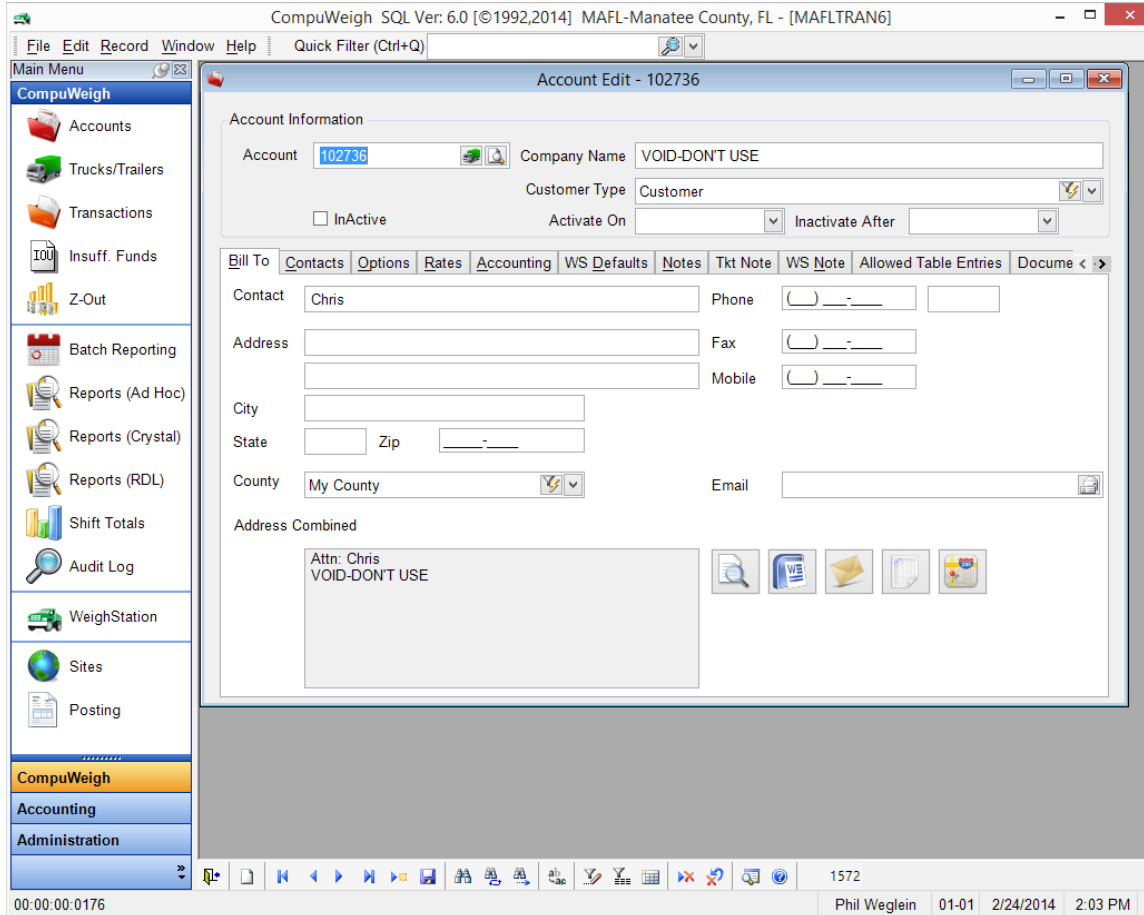
- Common design across all programs.
- Edit or browse mode (security controlled).
- Transaction Edit through a separate program.
- User definable reports in any unit.
- User definable origin reports.
- User definable generator reports.
- User definable waste type reports.
- User definable destination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



- On line hyperlink help.
- Multi-user system.
- Multi-site and multi-company capability.
- Many levels of security per program and security within each program.

### G.1.4 Account Edit

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

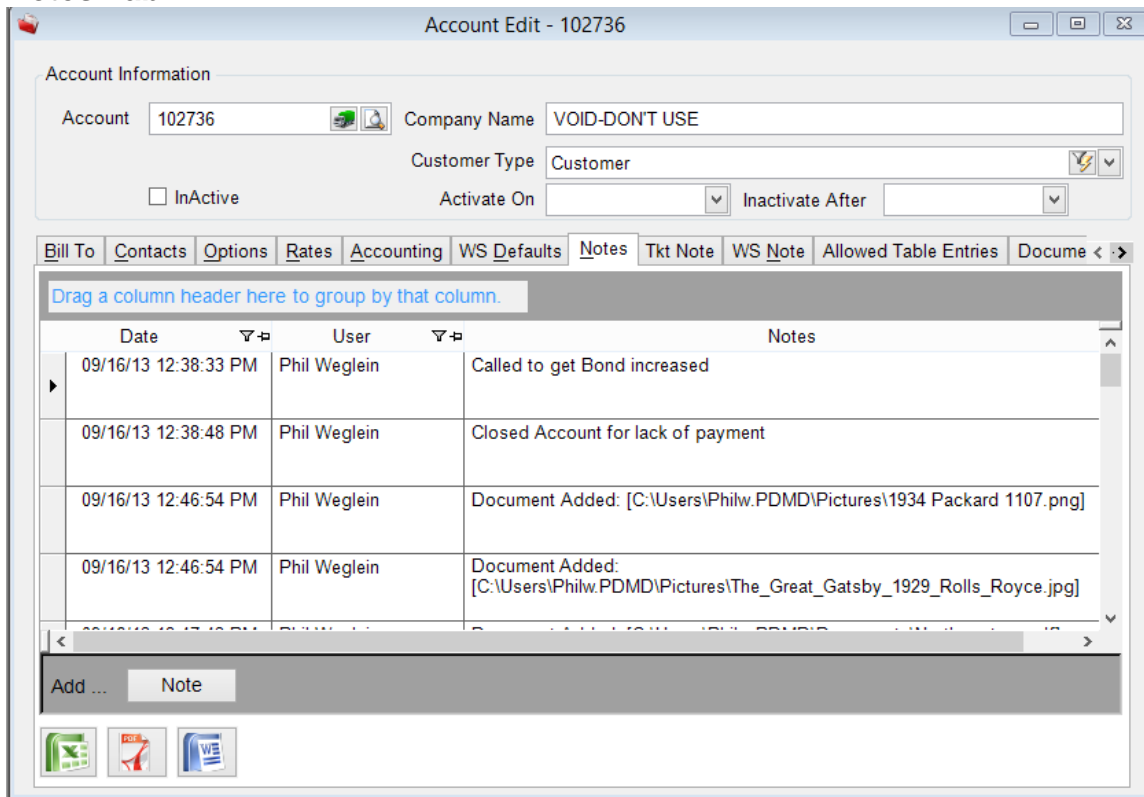


#### Some of the Account Edit Features include:

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

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

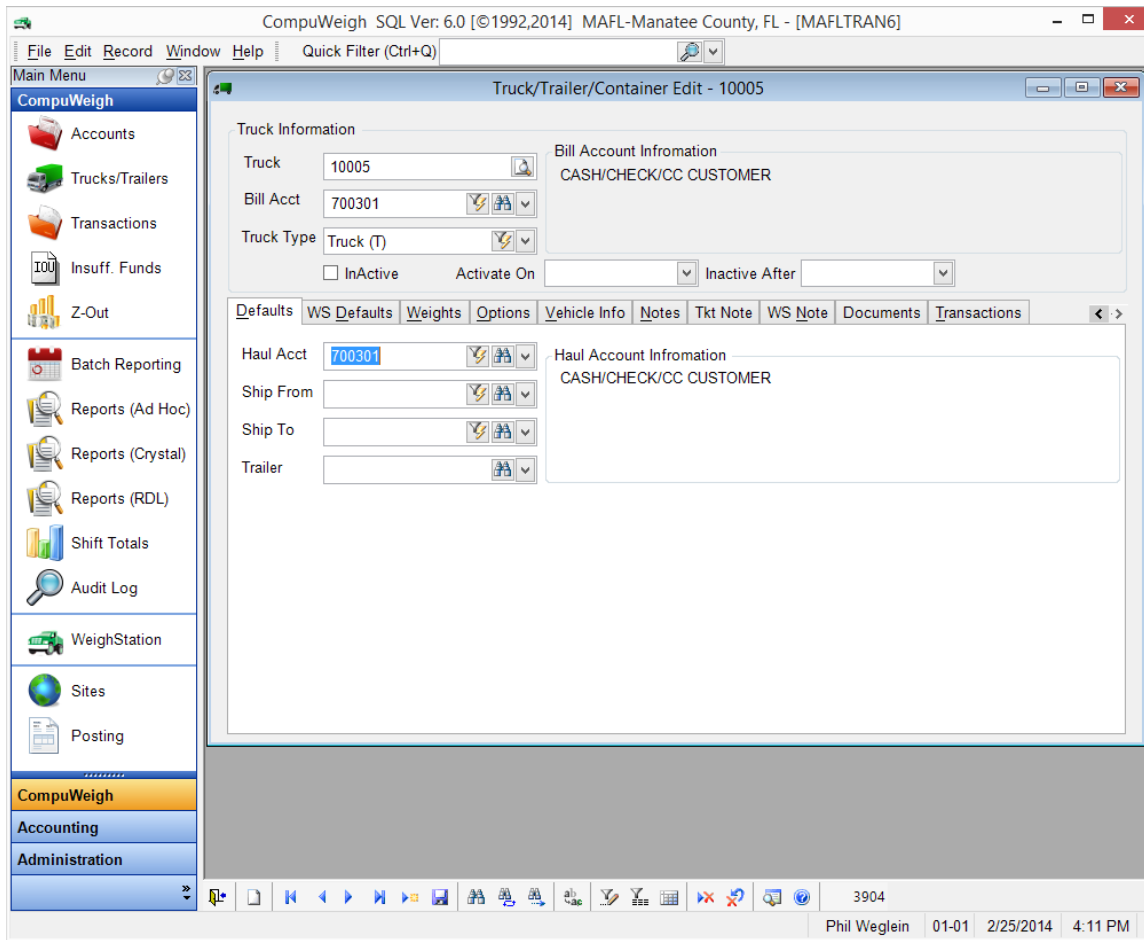
**Notes Tab**



- Unlimited Notes Table with data time of each Note

### G.1.5 Truck Edit

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



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

## G.1.6 Transaction Edit

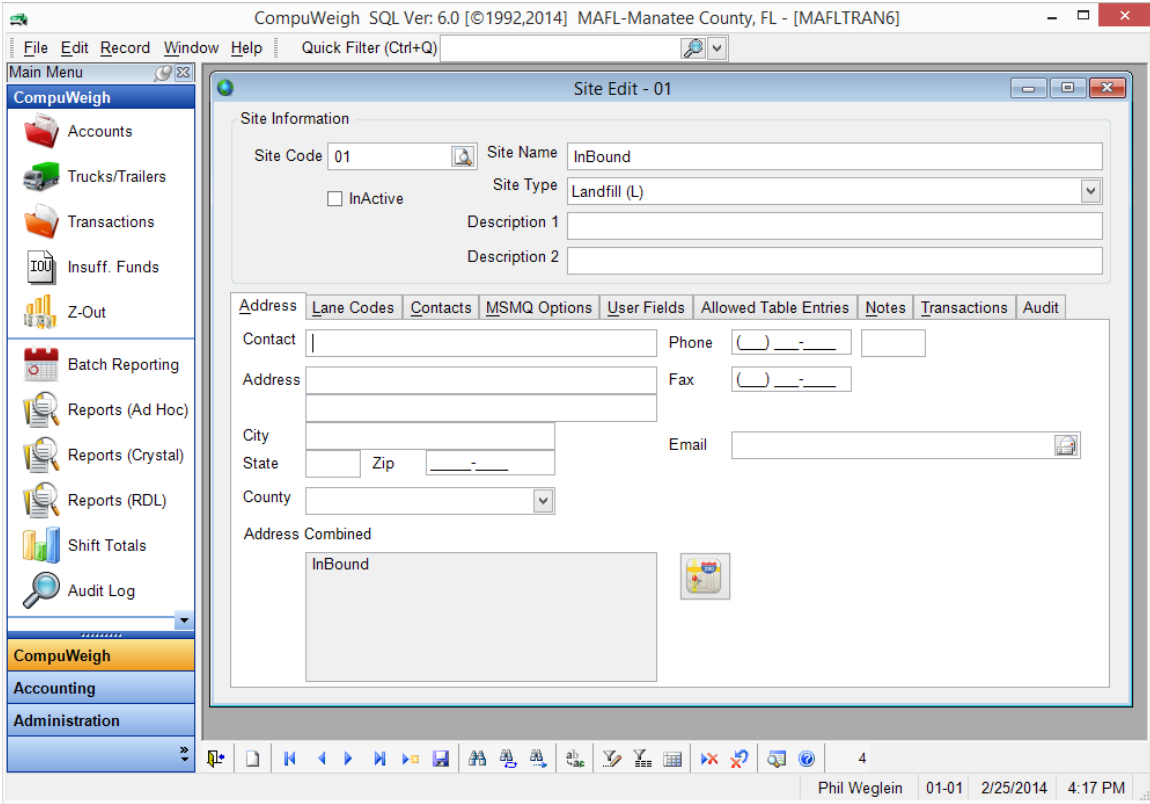
The Transaction Edit window is used to maintain the **transaction database**.

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

### Some of the Transaction Edit Features include:

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

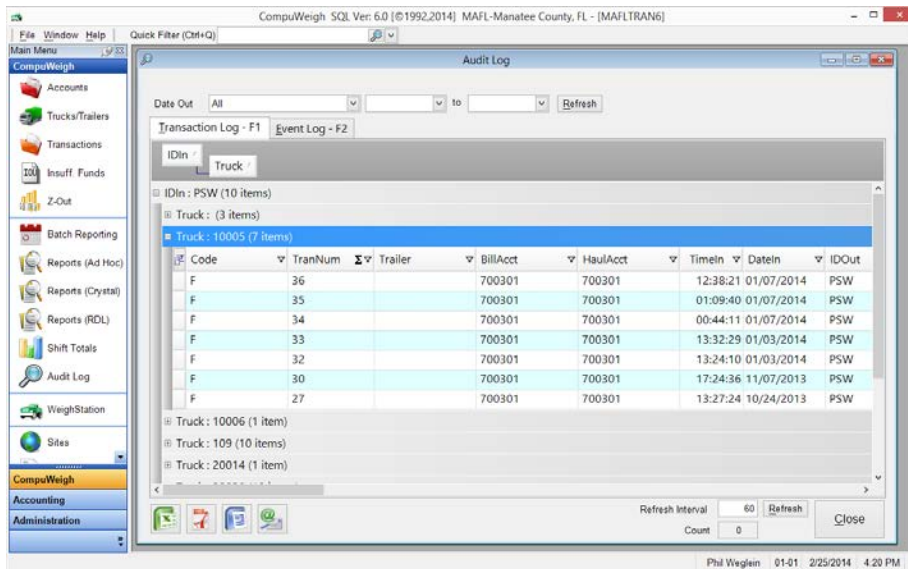
G.1.7 Site Edit



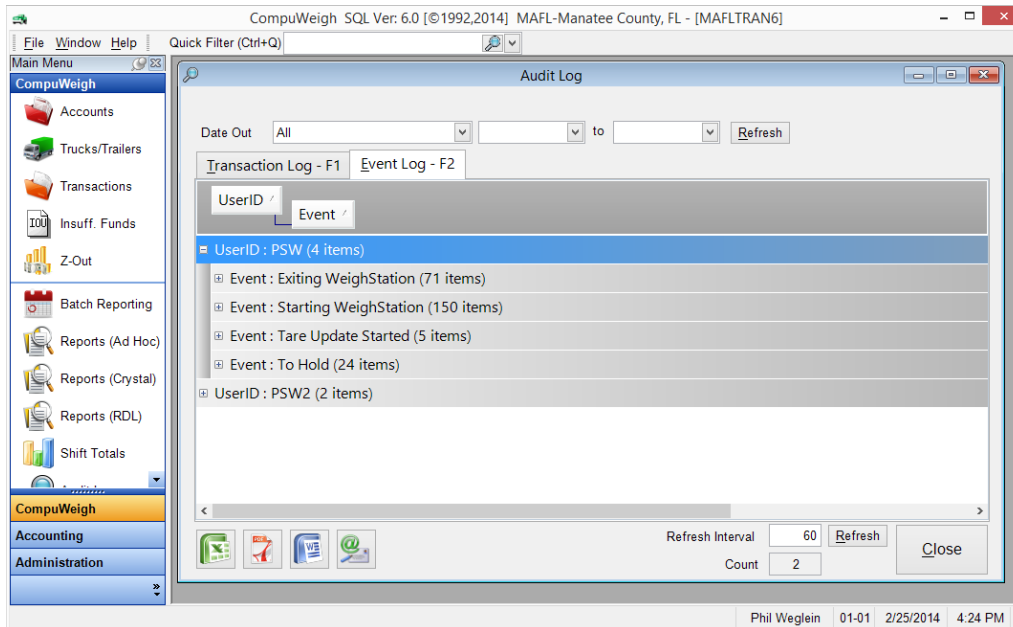
- Allows storing all site related options and information. Includes all the same functionality of the other edit forms.

### G.1.8 Audit Logs

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



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



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

### G.1.9 Shift Totals

CompuWeigh SQL Ver: 6.0 [©1992,2014] MAFL-Manatee County, FL - [MAFLTRAN6]

Shift Totals - Material Totals

Date Out: All to Site Code: (All)

Entry	Label	Count	GrossTn	TareTn	NetTn	TipFee	SpecFee	TotalFee
1	Not Specified	1	0.00	0.00	0.00	\$0.00	\$25.00	\$25.00
10	Residential	11	348.74	161.85	186.89	\$3,497.68	\$25.00	\$3,522.68
20	Residential Waste Uncovered	8	250.23	125.64	124.59	\$6,575.00	\$0.00	\$6,575.00
40	Residential Waste OOC & U	4	107.20	69.59	37.61	\$4,061.88	\$0.00	\$4,061.88
240	Tires OOC & Unc	1	33.98	18.29	15.69	\$4,048.02	\$0.00	\$4,048.02
320	Yard Waste/Wood Uncovered	1	34.44	15.34	19.10	\$1,375.20	\$0.00	\$1,375.20
720	Landfill Cover Matenal	10	286.88	99.30	187.58	\$0.00	\$0.00	\$0.00
<b>Grand Totals:</b>								
		Sum = 36	Sum = 1,06...	Sum = 490.01	Sum = 671.46	Sum = \$19,557.78	Sum = \$60.00	Sum = \$19,617.78

Refresh Interval: 60 Refresh Close

Phil Weglein 01-01 2/25/2014 4:27 PM

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

### G.1.10 Posting (Billing/Invoicing)

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

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

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

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

#### Posting Features:

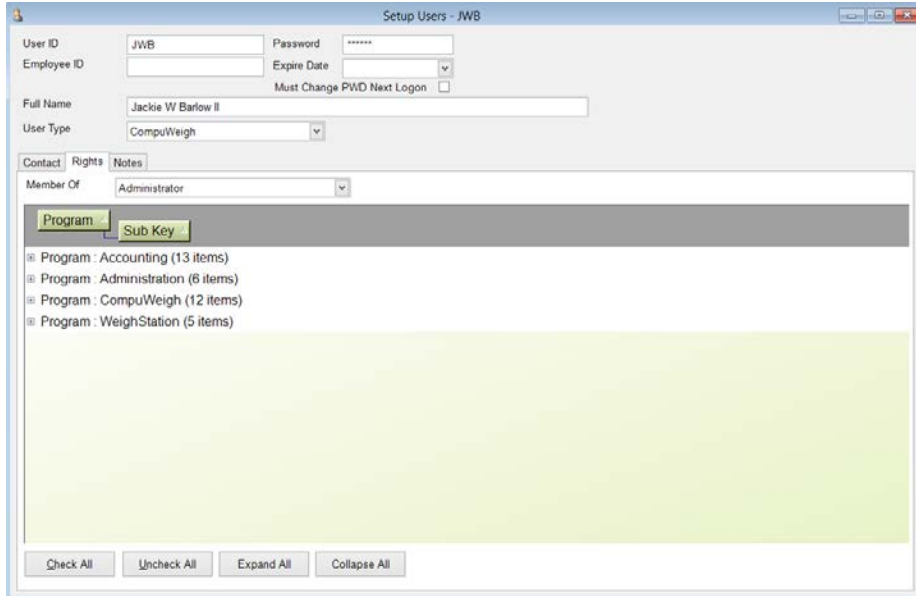
- Third-party billing export capability.
- Special charges.
- Flexible, user definable rate tables.
- User definable billing ranges of account and billing periods.
- User definable invoices.
- On line hyperlink help.
- Multi-user, site and company capability.
- Many levels of security per program and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



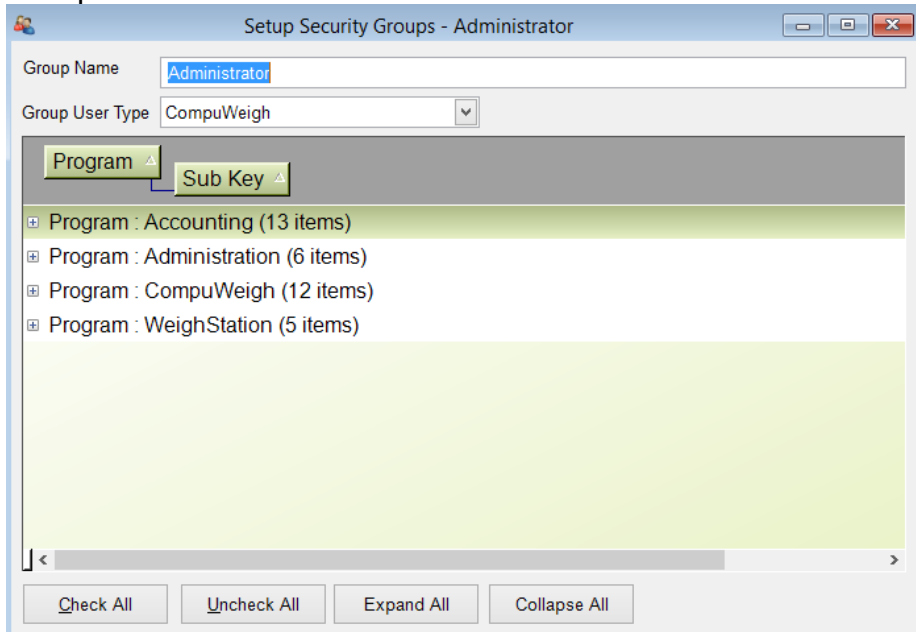
### G.1.11 System Security

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

#### User Level



#### Group Level



### G.1.12 Database Software

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

### G.1.13 Minimum/Recommended System Requirements

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

Hardware/Software	Minimum	Recommended (or higher)
Speed	Dual-Core Processor 2.0 GHz	Quad-Core Processor 2.4GHz
Memory	8 GB	16 GB RAM
Hard Drive	250 GB	500 GB SSD: Sequential Read/Write Performance Up to 550MB/s and 520MB/s respectively, and random Read/Write IOPS Performance: Up to 100K and 90K respectively
Operating System	Windows 2008 Server	Windows 2016 Server
SQL Server	SQL Server 2012	SQL Server 2016

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

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

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

#### **G.1.14 Touch Screen Module**

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

### G.1.15 Insufficient Funds / Split Payment Module

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

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

Enter Payment Information		Fee Summary	
Amount Due	\$ 45.00	Tip	\$45.00
1 2 - Cash	\$ 20.00	Spec	\$0.00
2 3 - Check	\$ 15.00 65465		=====
3	\$ 0.00	<b>Total</b>	<b>\$45.00</b>
Tendered	\$ 35.00		
Change	\$ -10.00		

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

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

The screenshot shows a software dialog box titled "Insufficient Funds". It features a menu bar with "File", "Edit", and "List". The main area contains several input fields for customer information: "Account" (empty), "Name" (Chris Holmes), "Employer" (Paradigm Software, L.L.C.), "Address" (1202 York Road), "City St Zip" (Lutherville MD 21093), "Phone" ((410)828-9223), "Driver Lic" (H123456789123A), "Veh Lic" (ABC123), and "Notes" (This is a test of the Insufficient Funds system.). At the bottom of the dialog are "OK" and "Cancel" buttons.

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

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

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

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

### G.1.16 Emailing Tickets

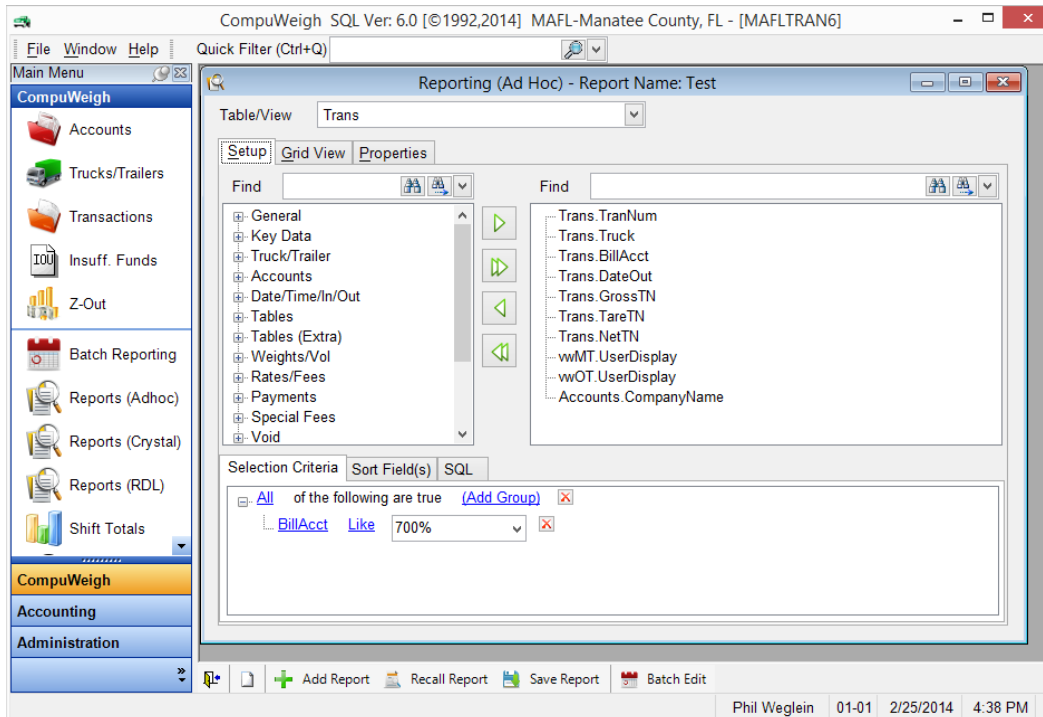
Within the application, the Customer has the ability to email tickets directly to a customer through their email client. With this functionality, the Customer can directly send a copy of a ticket(s) to the requested party.

### G.1.17 Reporting

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

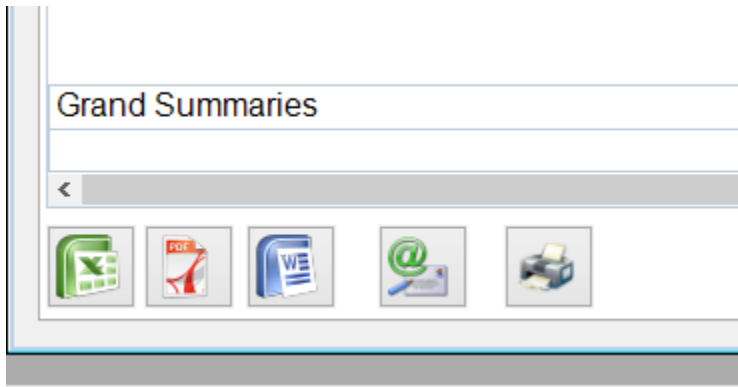
#### General Report Writer (in CompuWeigh™)

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



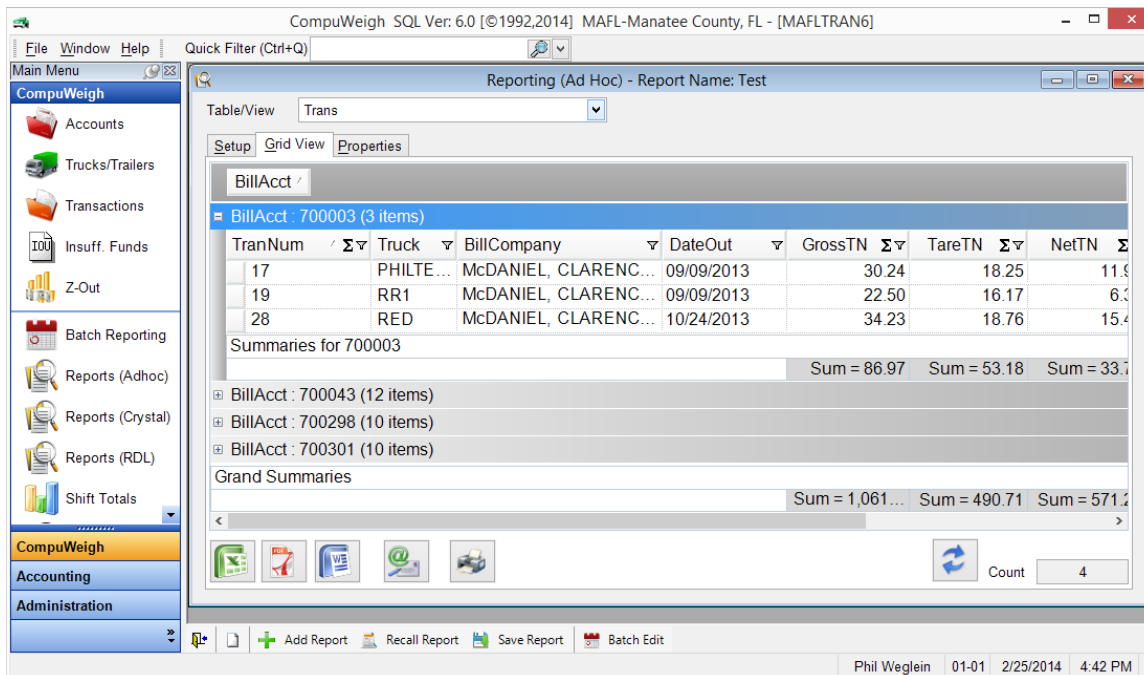
### Adhoc reporting

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



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

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

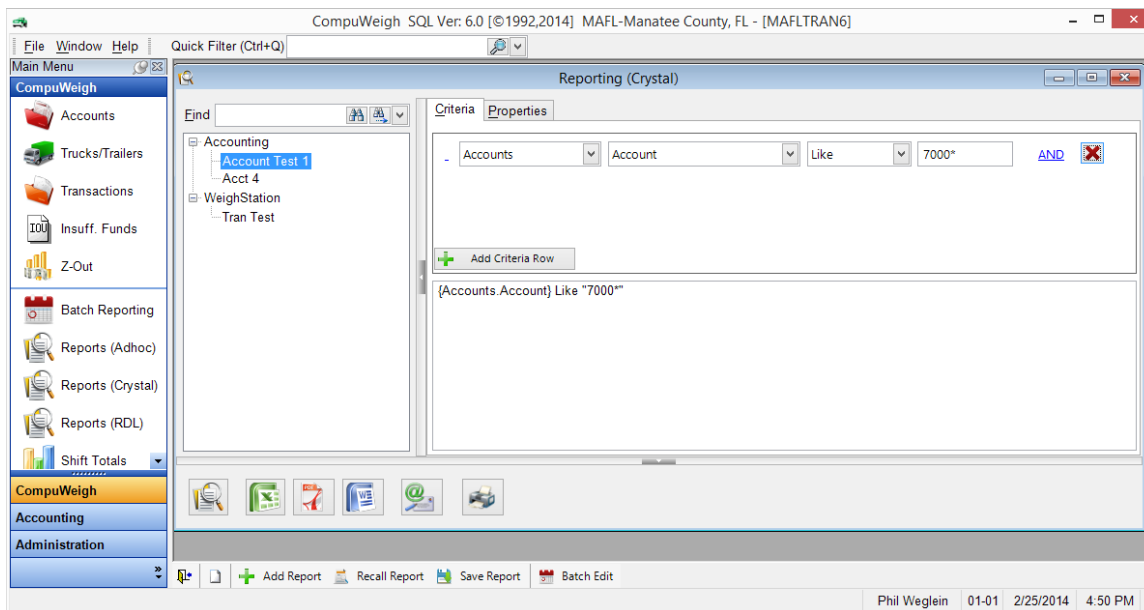


All of the fields available to the user in the upper left list box under can also be utilized in the **Selection Criteria** and **Sort Field(s)** box. This enables the user to determine specific ranges of criteria for “sorting and selecting” purposes.

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

### Crystal Reports (in CompuWeigh™)

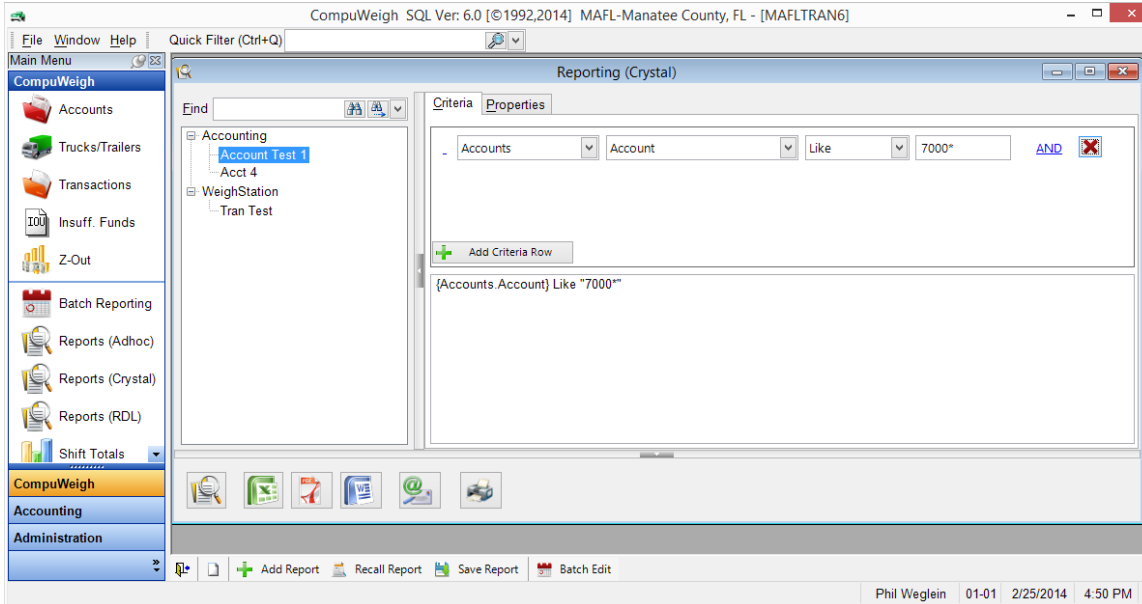
The CompuWeigh™ System supports Crystal Reporting as an option to the General Report Writer functionalities. A Crystal Report viewer comes with the application and the PSLLC staff is able to assist the Customer in creating additional reports in a “not to exceed” cost arrangement if requested.



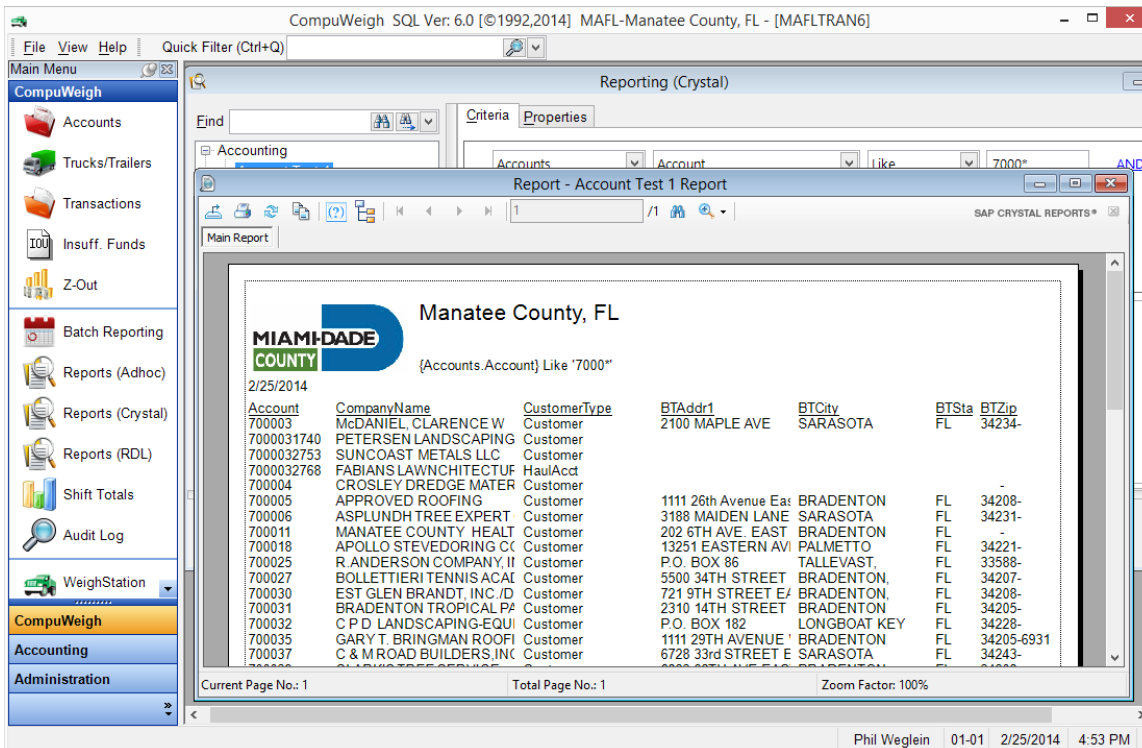
- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.



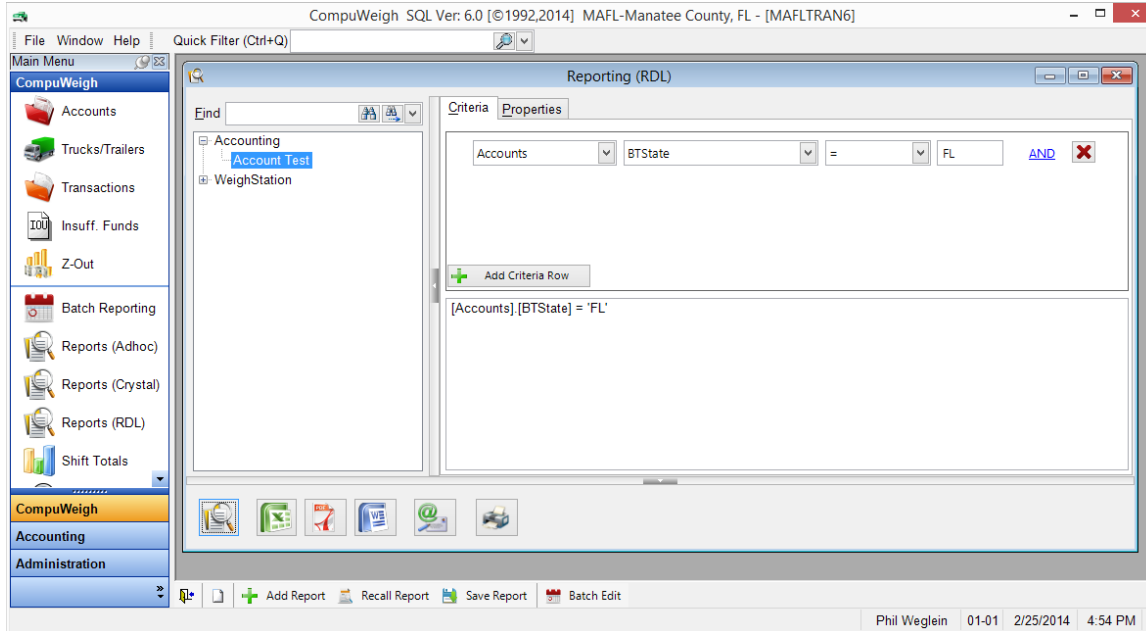
## EXHIBIT B - Contractor's Proposal



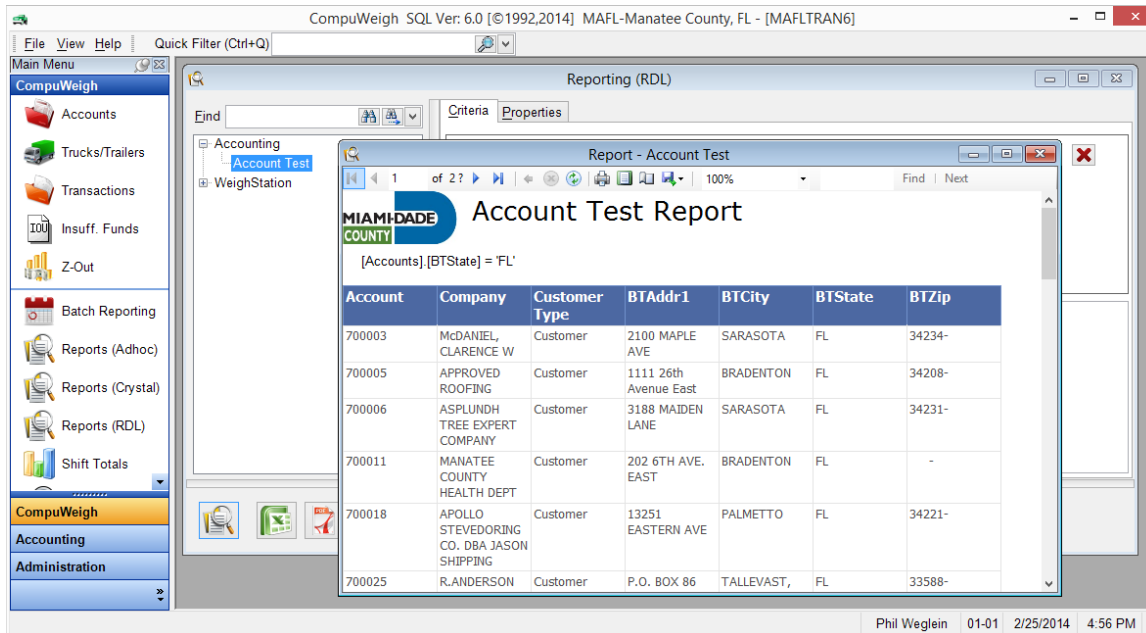
- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.



## Microsoft SQL Server SSRS and RDL Reports

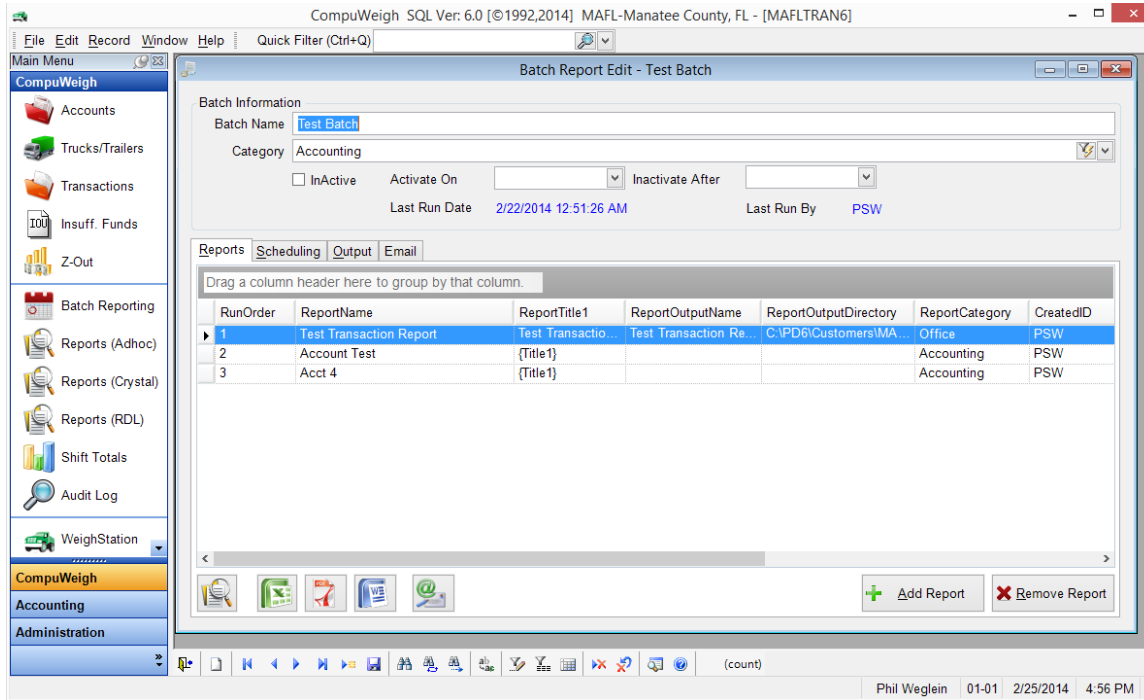


- Create SSRS RDL reports using pre-defined templates or from scratch or using the SQL report builder.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

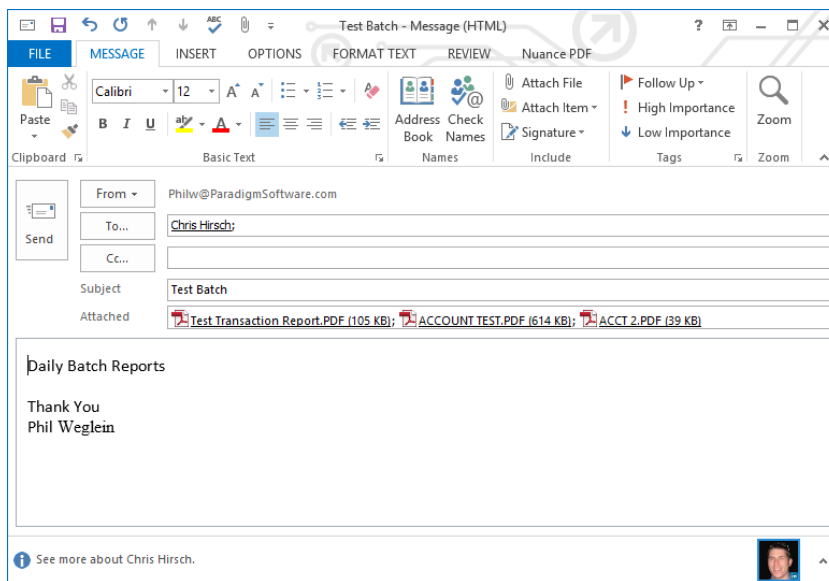


## Batch Reporting

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



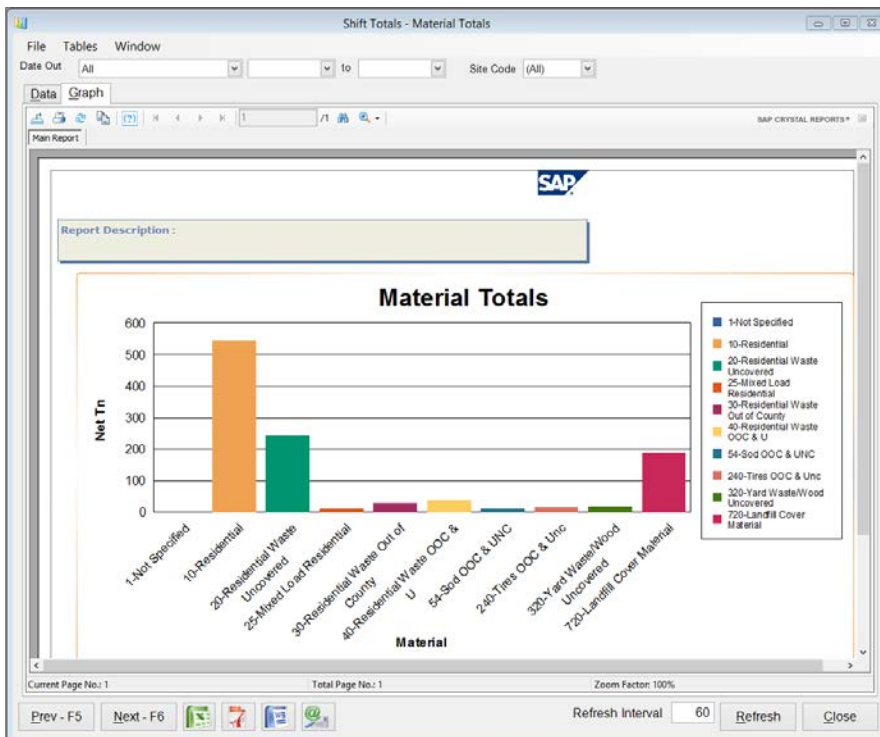
- Create an unlimited number of batch reports which can run an unlimited number of Adhoc, Crystal or SSRS reports as a single group.
- Schedule the reports to automatically run based on a user defined schedule
- Output all of the reports to Email, File, Screen or Printer



### Totals Reporting

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

Entry	Label	Count	GrossTn	TareTn	NetTn	TipFee	TaxFee	SpecFee	TotalFee
1	Not Specified	1	0.00	0.00	0.00	\$0.00	\$0.00	\$25.00	\$25.00
10	Residential	35	1,127.88	583.12	544.76	\$15,899.68	\$0.00	\$25.00	\$15,924.68
20	Residential Waste Uncovered	16	510.29	267.12	243.17	\$15,112.76	\$0.00	\$0.00	\$15,112.76
25	Mixed Load Residential	1	30.86	18.87	11.99	\$863.28	\$0.00	\$0.00	\$863.28
30	Residential Waste Out of C...	2	65.14	36.16	28.98	\$1,346.76	\$0.00	\$0.00	\$1,346.76
40	Residential Waste OOC & U	4	107.20	69.59	37.61	\$4,061.88	\$0.00	\$0.00	\$4,061.88
54	Sod OOC & UNC	1	30.56	19.40	11.16	\$1,205.28	\$0.00	\$0.00	\$1,205.28
240	Tires OOC & Unc	1	33.98	18.29	15.69	\$4,048.02	\$0.00	\$0.00	\$4,048.02
320	Yard Waste/Wood Uncovered	1	34.44	15.34	19.10	\$1,375.20	\$0.00	\$0.00	\$1,375.20
720	Landfill Cover Material	10	286.88	99.30	187.58	\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Totals</b>		<b>Sum = 72</b>	<b>Sum = 2,22...</b>	<b>Sum = 1,12...</b>	<b>Sum = 1,10...</b>	<b>Sum = \$43...</b>	<b>Sum = \$0.00</b>	<b>Sum = \$50.00</b>	<b>Sum = \$43...</b>



**G.1.18 Alerts / Rules Module**

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

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

First, rules should be planned out on paper.

1. The main form lists all rules and alerts and additional information.

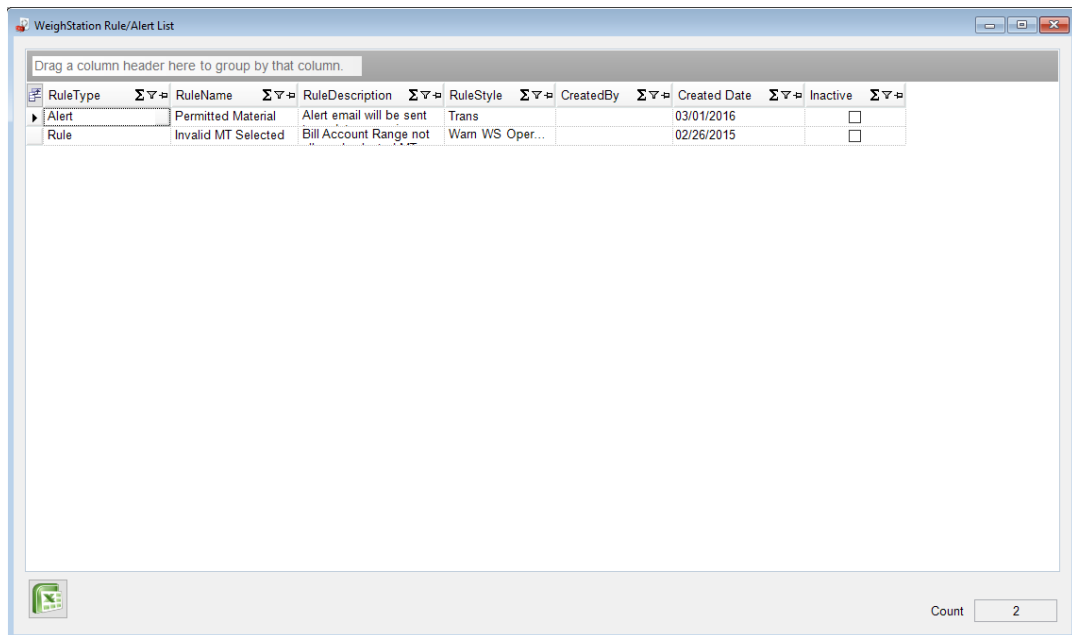


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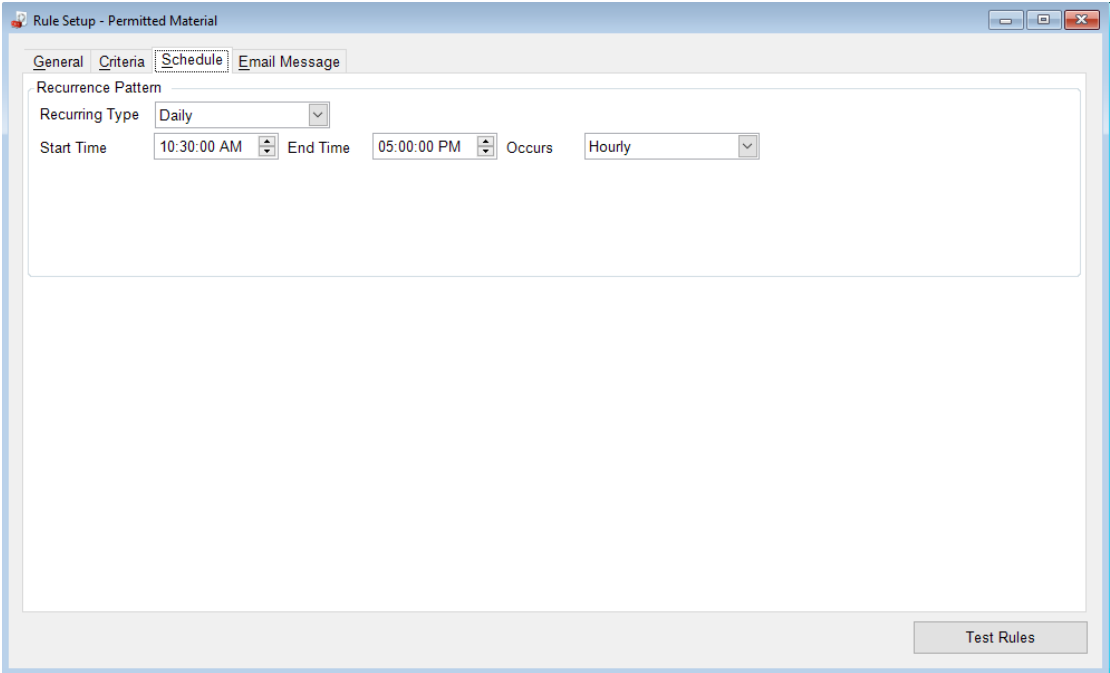
- Under each item in the list you will find detailed information on how the rule or alert functions within the system.

The screenshot shows the 'Rule Setup - Permitted Material' window with the 'General' tab selected. The 'Name' field contains 'Permitted Material'. The 'Type' is set to 'Alert' and the 'Style' is 'Trans'. There are checkboxes for 'Send Email' and 'Summary', both of which are checked. Below these are fields for 'InActive', 'Activate On', and 'Inactivate After', all of which are currently empty. The 'Description' field contains the text: 'Alert email will be sent to update supervisor on amount of specified material has entered the facility each day.' The 'Violation Msg' field is empty. A 'Test Rules' button is located at the bottom right of the window.

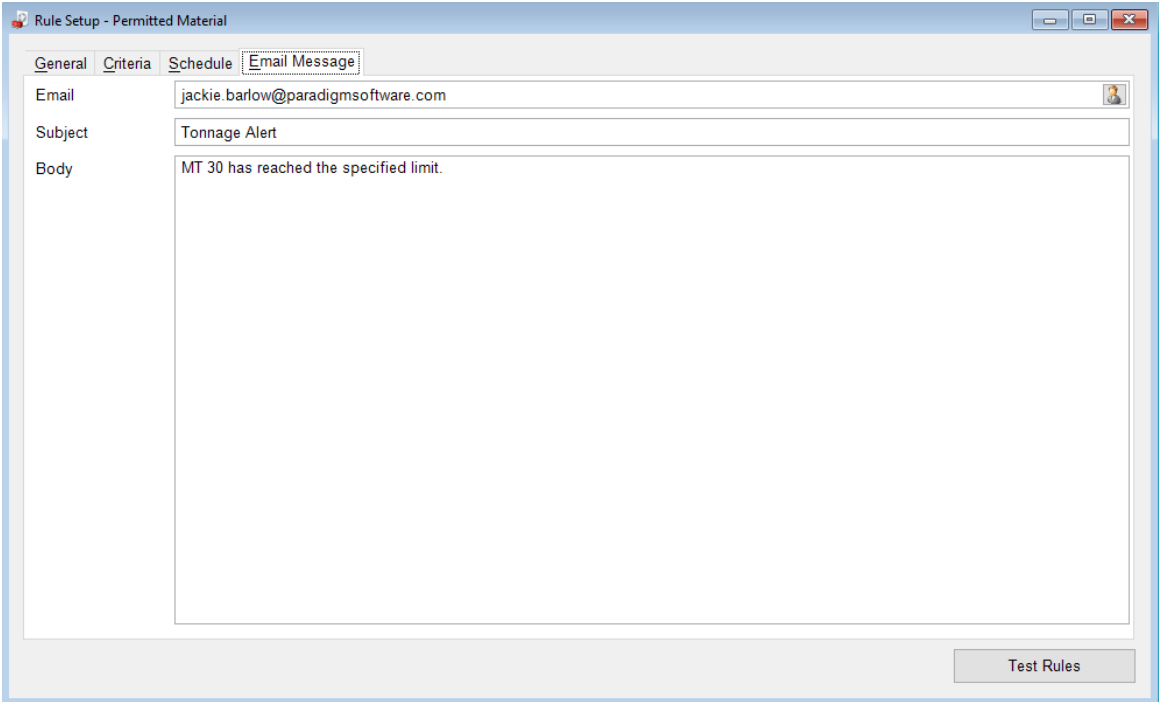
- You have the ability to identify the criteria associated with each rule and alert and what to enforce. Multiple criterion can be added to each section.

The screenshot shows the 'Rule Setup - Permitted Material' window with the 'Criteria' tab selected. It is divided into two sections: 'Rule/Alert Criteria' and 'What to Enforce'. Each section contains two rows of criteria. In the 'Rule/Alert Criteria' section, the first row is 'MT = 30' and the second is 'NetTnSum > 5000'. In the 'What to Enforce' section, the first row is 'MT = 30' and the second is 'NetSum > 4000'. Each row includes a dropdown menu for the criterion name, a comparison operator, a value field, and a blue 'AND' button followed by a red 'X' button to delete the row. An 'Add Criteria Row' button with a green plus sign is located below each section. A 'Test Rules' button is at the bottom right.

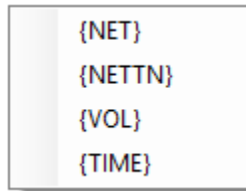
4. Select the schedule and recurrence pattern for each rule and alert.



5. Set the specific message that will be generated when the rule or alert is triggered.

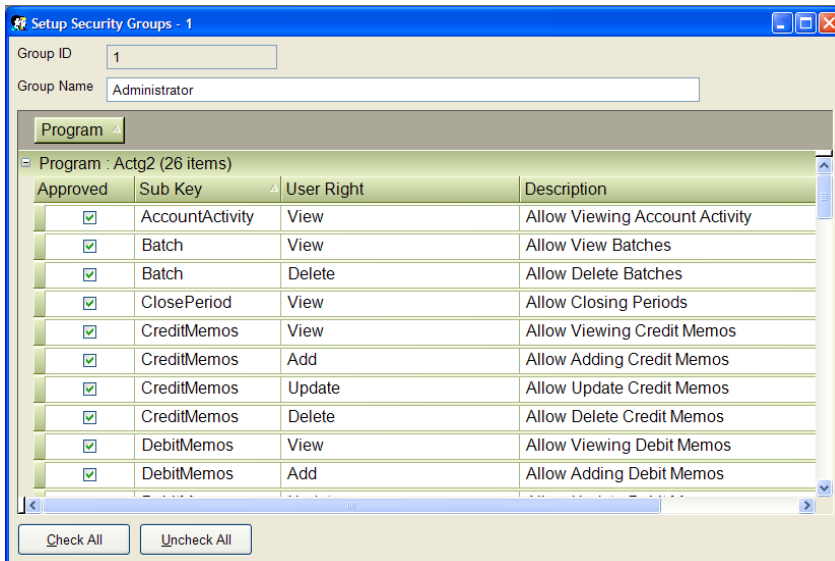


You have the ability to add fields in brackets {} will be replaced with actual calculated values. The user can right click to insert values in text.



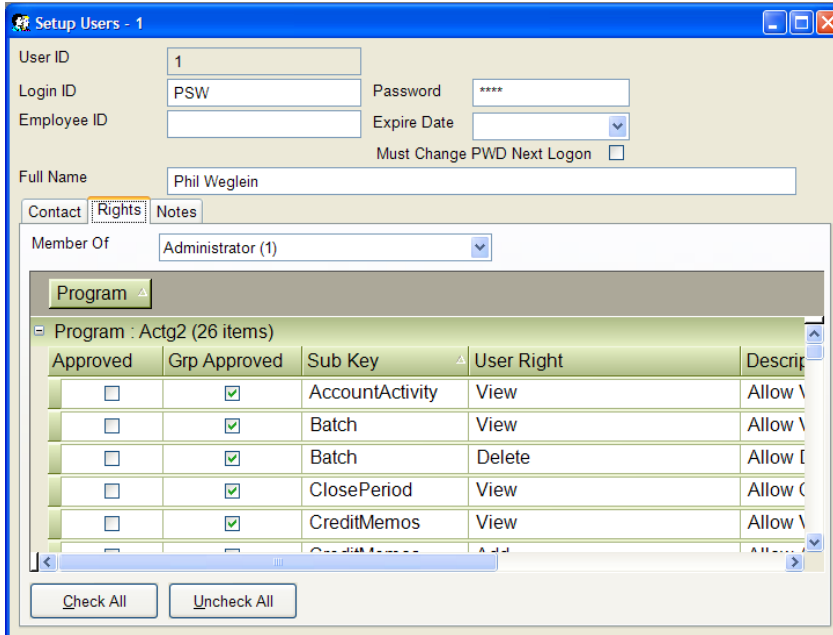
### G.1.19 Accounts Receivable and Aging Module Security Options

Setup user Groups with approved rights





Add Users and assign to user Groups

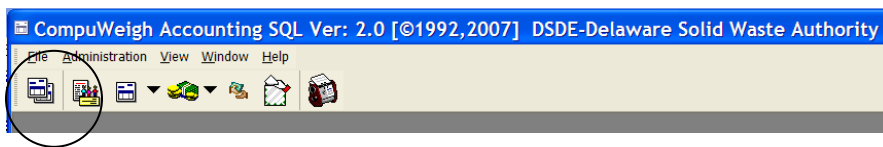


Accounts Receivable and Aging

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

AR Batch – View and Edit

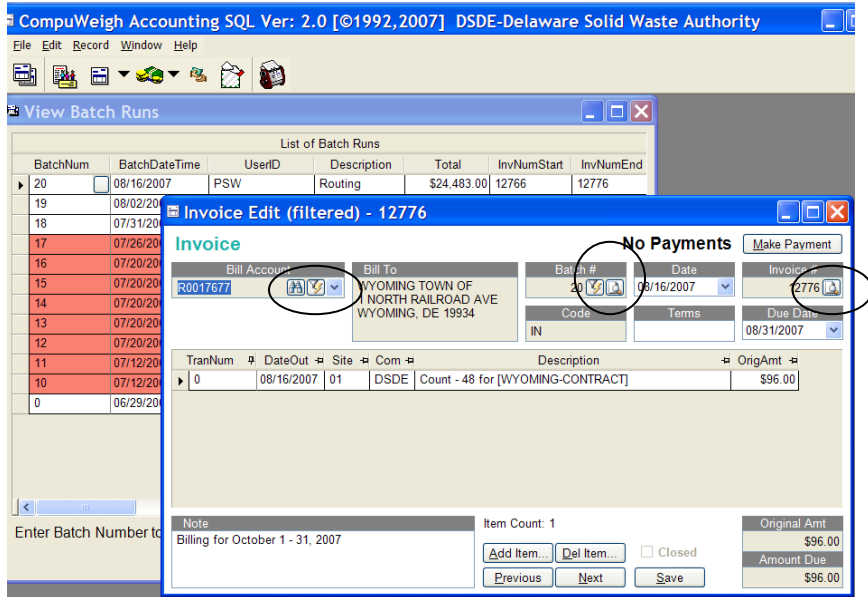
To open a batch, select the View Batches Icon.



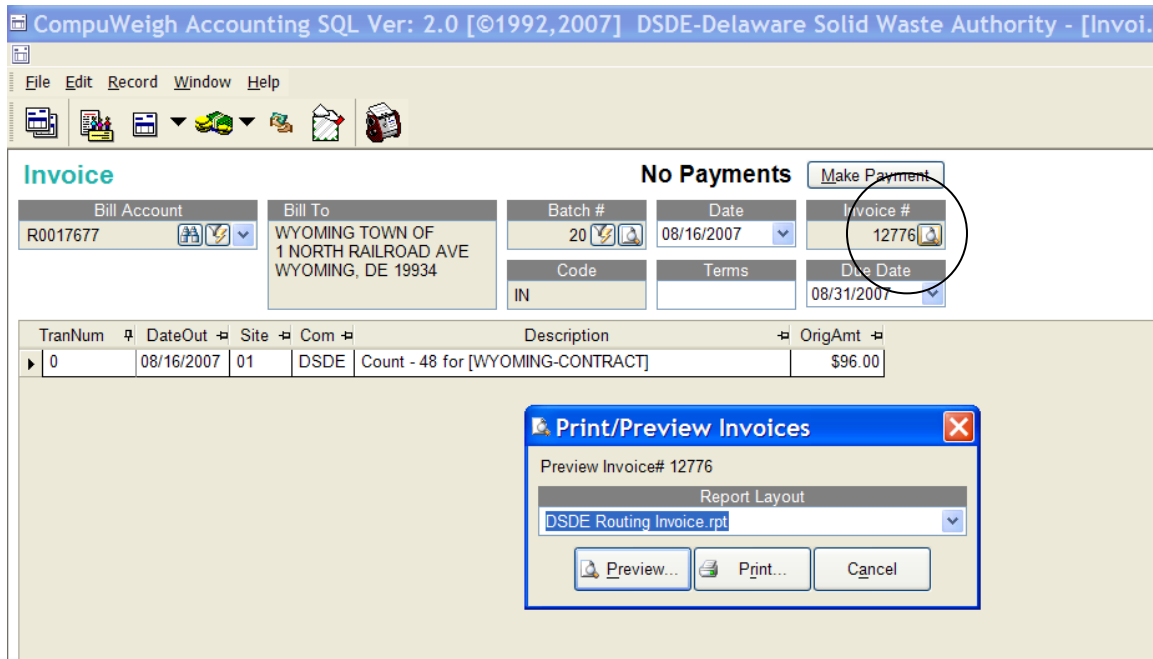
BatchNum	BatchDateTime	UserID	Description	Total	InvNumStart	InvNumEnd	CustCode	RptDate	DueDate	DateOutLow
20	08/16/2007	PSW	Routing	\$24,483.00	12766	12776		08/16/2007	08/31/2007	07/01/2007
19	08/02/2007	PSW	Routing	\$0.00	12755	12765		08/02/2007	08/31/2007	07/01/2007
18	07/31/2007	PSW	Routing	\$0.00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

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



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

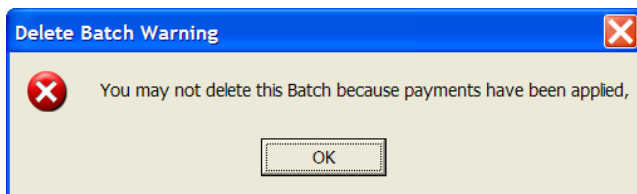


### Delete a Batch

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

Enter Batch Number to Delete

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



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

The screenshot shows the "Account Activity" window. At the top, there is a search bar for "Account" and a "Date Range" dropdown set to "Last 6 Months" with a date range from 06/01/2007 to 11/30/2007. A "Refresh" button is next to the date range. On the right, "Total Balance" is \$126,667.92 and "Customer Balance" is \$0.00. Below this is a table with columns: Date, Number, Type, Bill Acct, Name, Customer Type, and Due Date. The table contains 15 rows of data. At the bottom, there is an "Aging Type" summary table.

Date	Number	Type	Bill Acct	Name	Customer Type	Due Date
07/31/2007	4	CM	R0004617	HUGH LAFFERTY	Routing	
07/31/2007	11488	DM	R0004617	HUGH LAFFERTY	Routing	08/30/2007
07/31/2007	11489	IN	R0000014	WILLIAM MORRIS	Routing	07/31/2007
07/31/2007	11490	IN	R0000025	SUZANNE WOLLENBERG	Routing	07/31/2007
07/31/2007	11491	IN	R0000033	BILL CLASS	Routing	07/31/2007
07/31/2007	11492	IN	R0000039	JUSTINE LARISON	Routing	07/31/2007
07/31/2007	11493	IN	R0000066	FRANCINE POEL	Routing	07/31/2007
07/31/2007	11494	IN	R0000074	E. MCCRAE HARRISON	Routing	07/31/2007
07/31/2007	11495	IN	R0000086	FELISE LUCHANSKY / JEFFRE	Routing	07/31/2007
07/31/2007	11496	IN	R0000139	MONALEE WEST	Routing	07/31/2007
07/31/2007	11497	IN	R0000145	GLENN GROSS	Routing	07/31/2007
07/31/2007	11498	IN	R0000147	RENEE VALLEE	Routing	07/31/2007
07/31/2007	11499	IN	R0000150	LYNNE KIELHORN	Routing	07/31/2007
07/31/2007	11500	IN	R0000154	JIM CURRAN	Routing	07/31/2007

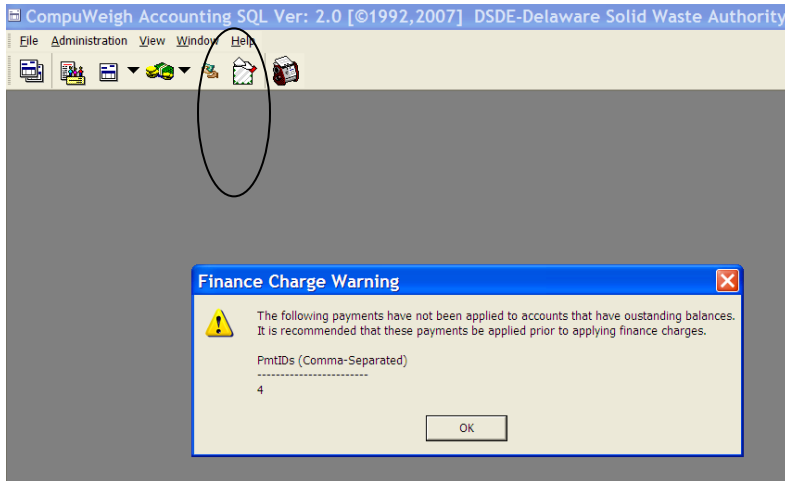
  

Aging Type	Current	1 - 30	31 - 60	61 - 90	> 90	Total
30/90	\$1,457.07	\$0.00	\$24,446.00	\$962.95	\$99,891.90	\$126,757.92

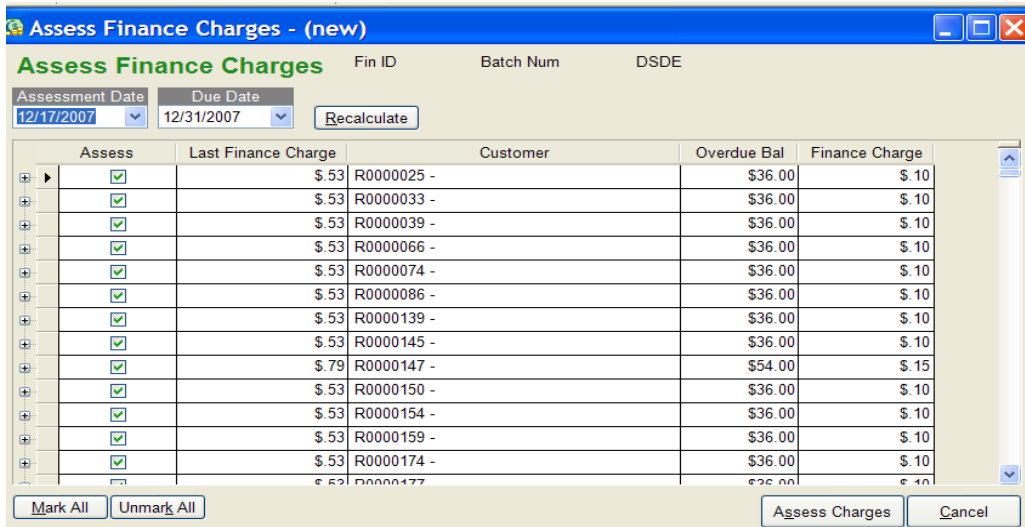
Balances can be isolated for individual accounts by either selecting the desired account from the drop-down box in the upper left-hand corner of the screen, or by clicking on the desired account on the grid and clicking **Refresh**.

## Finance Charges

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



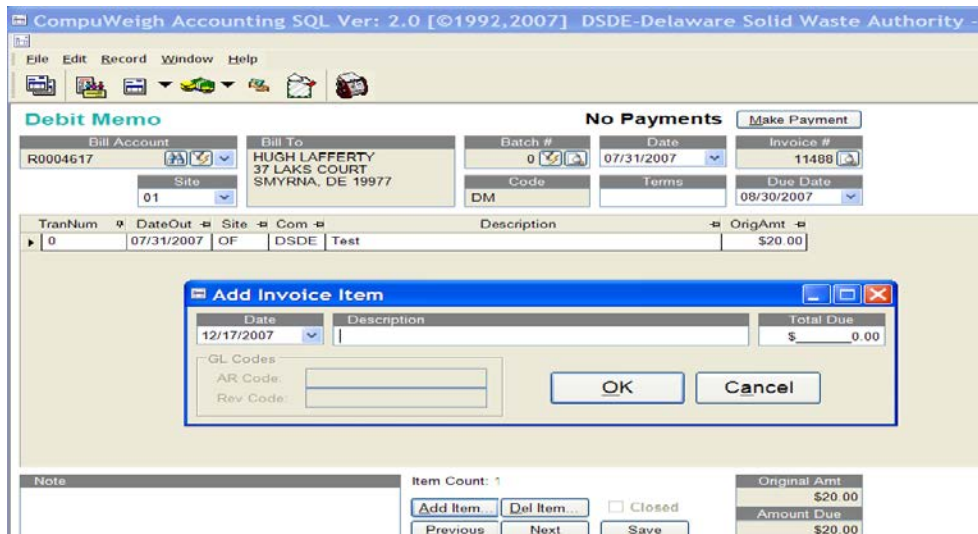
After completing the process and re-launching the Assess Finance Charges feature, the following screen will be displayed.



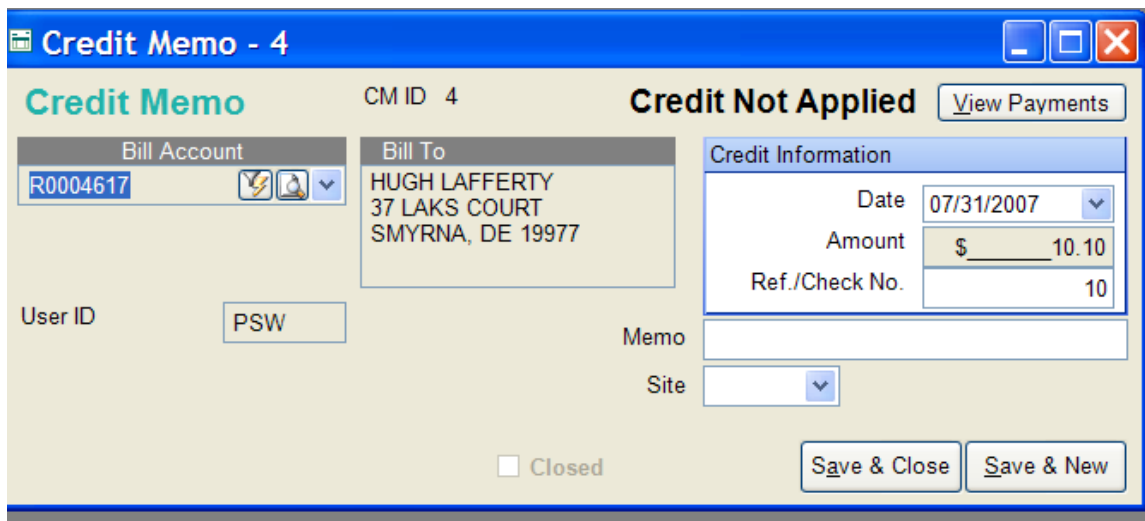
At this time, management has the discretion to determine which customers will be charged the displayed finance charge amounts. Simply un-checking the box will remove the customer from the finance charge process. The + sign at the beginning of the line, indicates there is information hidden. In this case,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

### Credit and Debit Memos (Adjustments)

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

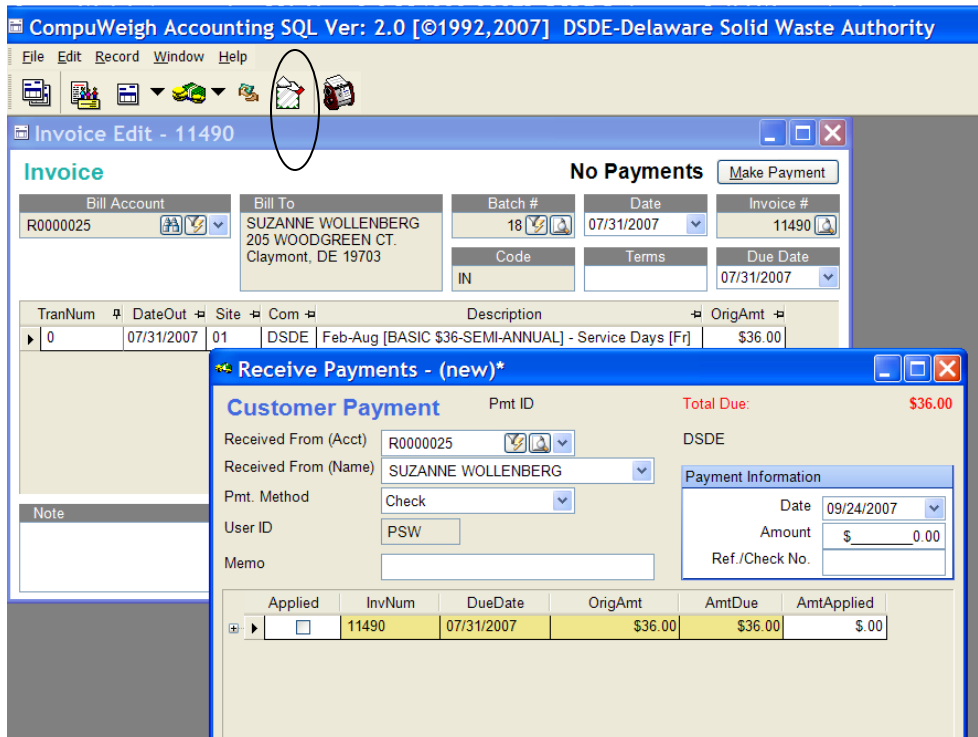


The credit memo feature is used to remove a charge or make a payment type adjustment. Also, within this screen the end user can immediately apply the Credit Memo to an invoice without having to launch another window.



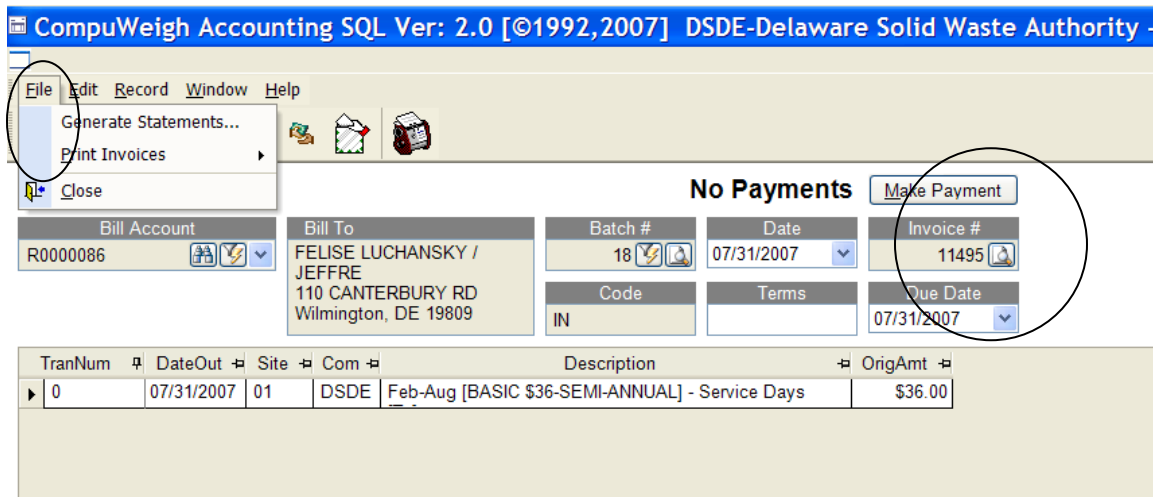
## Payments

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



## Reports

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



## Aging Reports

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

CompuWeigh Accounting SQL Ver: 2.0 [©1992,2007] DSDE-Delaware Solid Waste Authority

File Administration View Window Help

Account: [Dropdown] Total Balance: \$99,80

Date Range: Last 3 Months to Today 06/01/2007 to 09/24/2007 Refresh Customer Balance: \$

Drag a column header here to group by that column.

Date	Number	Type	Bill Acct	Name	Customer Type	Due Date
07/31/2007	4	CM	R0004617	HUGH LAFFERTY	Routing	08/30/2007
07/31/2007	11488	DM	R0004617			07/31/2007
07/31/2007	11489	IN	R000000			07/31/2007
07/31/2007	11490	IN	R000000			07/31/2007
07/31/2007	11491	IN	R000000			07/31/2007
07/31/2007	11492	IN	R000000			07/31/2007
07/31/2007	11493	IN	R000000			07/31/2007
07/31/2007	11494	IN	R000000			07/31/2007
07/31/2007	11495	IN	R000000			07/31/2007
07/31/2007	11496	IN	R000000			07/31/2007
07/31/2007	11497	IN	R0000143	CELIN CROSS	Routing	07/31/2007
07/31/2007	11498	IN	R0000147	RENEE VALLEE	Routing	07/31/2007
07/31/2007	11499	IN	R0000150	LYNNE KIELHORN	Routing	07/31/2007
07/31/2007	11500	IN	R0000154	JIM CURRAN	Routing	07/31/2007
07/31/2007	11501	IN	R0000159	A. LEON HECK	Routing	07/31/2007
07/31/2007	11502	IN	R0000174	J. GARY DEAN	Routing	07/31/2007

Print/Preview Aging

Show Aging As Of This Date: 09/24/2007

Aging Type: 30/90

Report Layout: Aging.rpt

Preview... Print... Cancel

Aging Type	Current	1 - 30	31 - 60	61 - 90	> 90	Total
30/90	\$0.00	\$48,879.90	\$50,923.00	\$0.00	\$0.00	\$99,802.90

## **Accounting Reports**

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



Aging Summary Report



Seattle Public Utilities  
Aging Report

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

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

Payment Report



**REGION 2000 SERVICES AUTHORITY**

**Payment List**

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

**R000025**

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
34	3/26/10	R000025	\$72.00	12345	Check	
<b>Account Total</b>			<b>\$72.00</b>			

**R000033**

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
35	3/26/10	R000033	\$36.00	546342	Check	
<b>Account Total</b>			<b>\$36.00</b>			

**Grand Total            \$108.00**

## Payment By Revenue Account Report



## Miami County Sanitary Department

### Revenue Listing

Print Date: 3/26/2010

Print Time: 12:10:32PM

Criteria: [Account] Between '0' and 'ZZZZ'

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

Account Activity Report



City of Toronto - Solid Waste Management Services

Account Activity

3/26/10

Date	Number	Type	Bill Account	Name	Due Date	Orig Amt	Amt Paid	Amt Due	Days Past Due
12/31/09	133	IN	000016	BURKHALTER WRECKING	1/15/10	\$156.82	\$156.82		
1/31/10	196	IN	000016	BURKHALTER WRECKING	2/15/10	\$250.31		\$250.31	39
2/17/10	122	PMT	000016	BURKHALTER WRECKING			\$163.99		
2/25/10	199	PMT	000016	BURKHALTER WRECKING			\$156.82		
<b>Totals ==&gt;</b>						<b>\$407.13</b>	<b>\$320.81</b>	<b>\$250.31</b>	

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

**Statements**



**INVOICE**

CITY OF JACKSONVILLE, FLORIDA

GENERAL ACCOUNTING DIVISION

INVOICE NUMBER: ARDO10000171

BILL TO

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

INVOICE NUMBER ARDO10000171

REFERENCE NUMBER 274

CLOSING DATE 02/28/2010

CUSTOMER NUMBER ARI000301 02

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

**TAX COLLECTOR'S USE ONLY:  
SOLID WASTE DISPOSAL  
20100228**

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

AMOUNT ENCLOSED



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

**CREDIT  
GENERAL LEDGER ACCOUNT:  
115000 115231**

**PLEASE PAY THIS AMOUNT**

**\$1,616.67**

REMITTANCE ADDRESS:

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

FOR INFORMATION REGARDING THIS INVOICE CALL 904.387.8837



2525 NW 62nd Street  
Miami, Florida 33147

## Department of Solid Waste Management Invoice

<b>Billing Address</b>	<b>Account #</b>	202
LOPEZ FRAXEDAS CORP 2601 S.W. 69th Court Miami, FL 33155	<b>Date</b>	11/10/2008
	<b>Invoice #</b>	1538
	<b>Due Date</b>	Due Upon Receipt
<b>Current Invoice Due</b>		<b>Total Amount Due</b>
2,493.00		5,953.00

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

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

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



### Payment Coupon

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

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

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

Please make  
check  
payable to:

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

EXHIBIT B - Contractor's Proposal

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



Date: 03/26/2010  
 Page: 1

**STATEMENT**

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

Customer ID: 004

Due Date: Please Pay By The 21st of March

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

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

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

Date	Receipt #	Description	Tonnage	Amount
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	\$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	\$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	\$53.90
01/31/2007	547180	Ohio EPA Fee	.00	\$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	\$33.02
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	\$33.02
01/31/2007	547180	Extra Fee 1	.00	\$2.28
01/31/2007	547180	Extra Fee 1	.00	\$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	\$33.02

Current Invoice 4.89 \$267.60  
 If Paid By The 15th \$454.53  
 If Paid By The 21st \$462.35

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

## Credit Memo List


**City of Toronto**  
**Credit Memo List**

 Print Date: 3/26/2010  
 Print Time: 12:17:28PM  
 Criteria: [Account] Between '0' and 'ZZZZZZZZ'
**000439 ADS/ATLANTIC BEACH**

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

**000400 ADVANCED DISPOSAL SERVICE/RESIDENTIAL**

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

**005153 ADVANCED DISPOSAL SERVICES LLC**

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

**006593 AMASON'S PORTABLE TOILETS&HOLDING TANKS**

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
200	2/26/10	006593	\$27.00		Credit Memo	credit re 99416 10/31/2009 per Fred appr
Account Total			\$27.00			

**008075 ROSS & LOGAN INDUSTRIES, INC**

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

**000435 SOUTHLAND JAX BCH/COMMERCIAL**

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

**000033 SOUTHLAND WASTE SYSTEMS**

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



Debit Memo List



City of Toronto

Debit Memo Listing

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

<b>005153 ADVANCED DISPOSAL SERVICES LLC</b>			
<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
180	1/26/10	re credit from 18695	\$130.23
190	1/26/10	debit re 18977 from 33 southland	\$181.72
192	1/29/10	debit re 23239 from ads/atlantic bch	\$412.91
193	1/29/10	debit acct. 5153 from ads/bch	\$353.77
194	1/29/10	debit 5153 advanced from 400 ad. res	\$232.28
251	2/10/10	Debit RE:29915	\$197.74
252	2/10/10	debit re 27824	\$358.14
259	2/19/10	debit re 27824 1/8/10 wgt diff.	\$347.80
Totals For Acct: 005153 ADVANCED DISPOSAL SERVICES LL			\$2,214.59
<b>005195 ARWOODS, INC.</b>			
<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
182	1/26/10	debit re 20930 from advanced disposal	\$41.22
Totals For Acct: 005195 ARWOODS, INC.			\$41.22
<b>017776 PINE GROVE DAIRY,INC DBA ROSS &amp; LOGA</b>			
<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
250	1/31/10	debit re 21983 from ross logan	\$252.10
Totals For Acct: 017776 PINE GROVE DAIRY,INC DBA ROSS &			\$252.10
<b>000062 REFUSE SERVICES, INC.</b>			
<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
257	2/19/10	debit re 27748 1/8/10	\$111.71
Totals For Acct: 000062 REFUSE SERVICES, INC.			\$111.71
<b>000435 SOUTHLAND JAX BCH/COMMERCIAL</b>			
<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
186	2/5/10	debit re 21034 from 33 southland	\$132.62
187	2/5/10	debit re 21667 from 33 southland	\$159.51
189	2/5/10	debit re 17888 from 33 southland	\$218.95
Totals For Acct: 000435 SOUTHLAND JAX BCH/COMMERCIAL			\$511.08
<b>000033 SOUTHLAND WASTE SYSTEMS</b>			
<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
253	2/19/10	debit re 26053 1/1/10	\$531.09
254	2/19/10	debit re 27053 1/6/10	\$43.91
255	2/19/10	debit re 27203 1/6/10	\$219.54
256	2/19/10	debit re 27123 1/6/10	\$191.17
183	1/26/10	debit re 19196 from advanced disposal	\$139.79
184	1/26/10	debit re 22425 from 5153 advanced disposal	\$65.71
188	1/26/10	debit re 17743 from 435 bch	\$153.23
191	1/28/10	debit re 21488 from advanced disposal	\$162.49
181	1/26/10	debit for re 18665 advanced disp.	\$228.80
Totals For Acct: 000033 SOUTHLAND WASTE SYSTEMS			\$1,735.73
<b>Debit Memo Grand Total:</b>			<b>\$4,866.43</b>

## Last Page of Account Balance Report

3/26/10 Fri  
Ver 5.0.2067

Seattle Public Utilities

12:09 pm  
Page 14

## Actg Balance Report

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

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

Records Read-&gt; 775 of 775

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

The report descriptions are as follows:

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

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



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

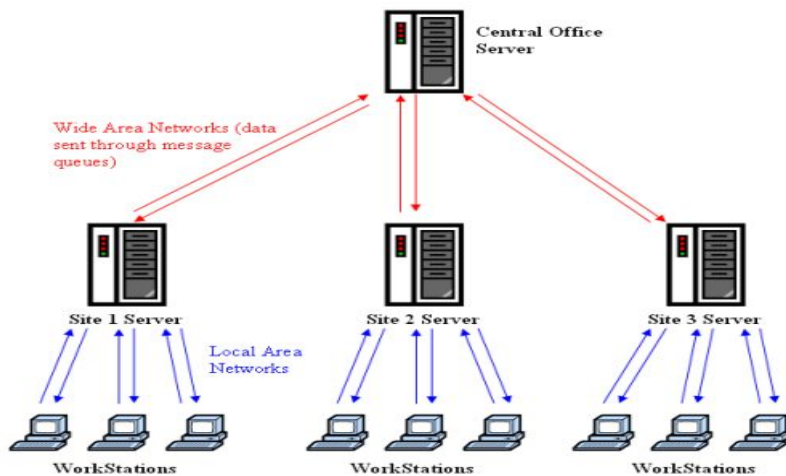
## Integrated Accounting Features

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

### G.1.20 Message Queuing Module

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

#### Message Queuing Module



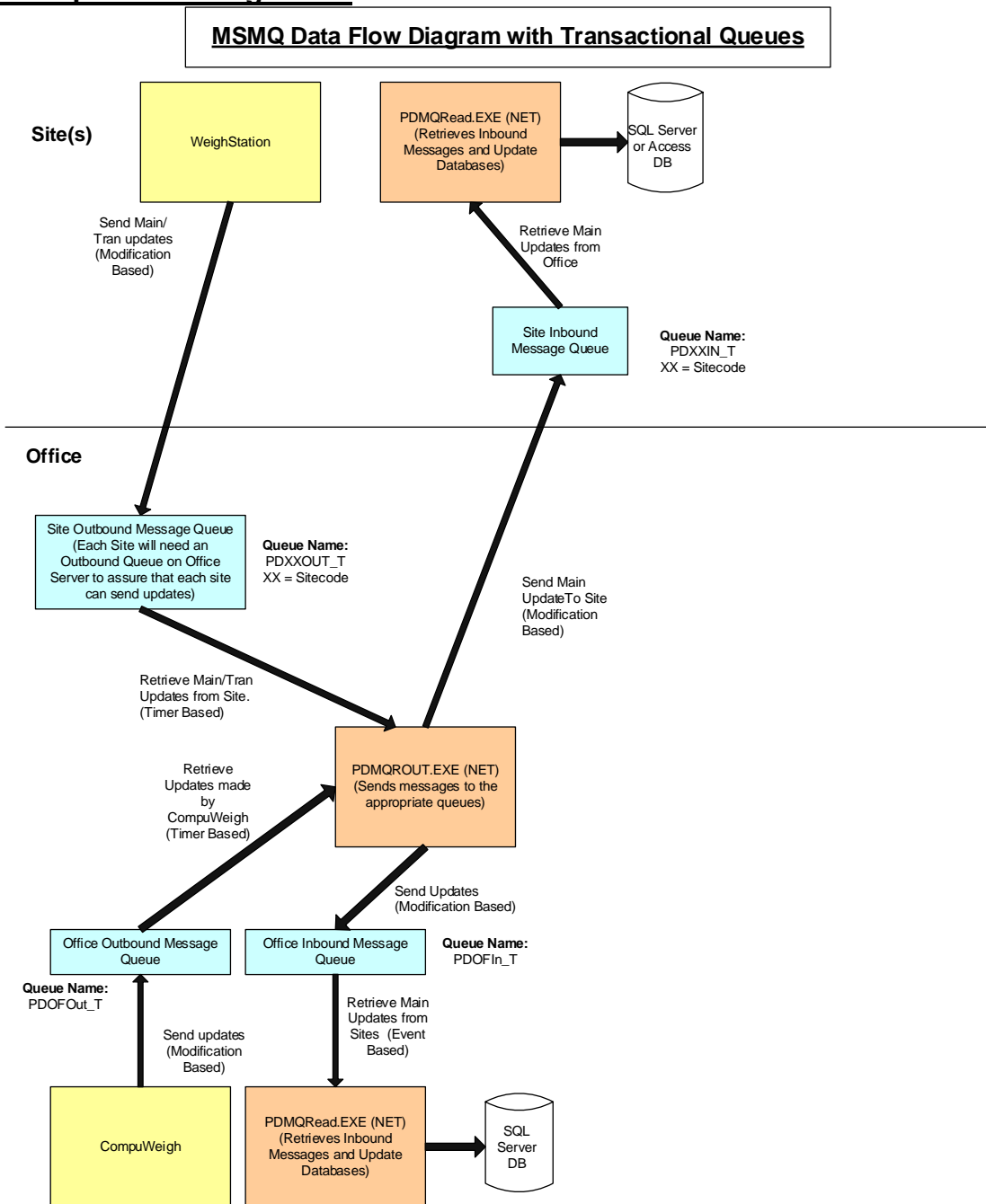
Each site does not require a site server. The site could be configured in a peer-to-peer network where one of the computers acts as a local server. This is one of personal preference and configuration. Each site would have an Inbound Queue (at the central office) and an Outbound Queue (at the site server).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

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

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

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

**Example of Message Flow**



### G.1.21 WeighPay (Credit Card) Module

The WeighPay (Credit Card) Module allows sites to accept credit cards at any facility and store information pertaining to the credit card transaction right within the scale transaction. The Module allows scale operator's to electronically process credit card transactions utilizing a number of third party PCI Complaint applications.

### G.1.22 Signature Capture Module

The Signature Capture Module within the application will allow the software to prompt the user to obtain a signature based on certain pre-determined rules configured in the application. This signature is stored with the transaction and is printed on the ticket (with capable printers). The signature can be viewed or printed at a later date if necessary right from within the application. We work with a number of signature capture pads and also have the ability to capture the signature on an approved touch screen device.

### G.1.23 Web Reporting and Payment Module

This module allows for authorized customers of the facility to view read only transactional data via a Web Browser for their specific account. In addition, a new feature has just been added to allow the acceptance of Credit Card payments via this site. The customer is responsible for housing the site and obtaining the necessary SSL.

The following screen shows a typical customer login window.

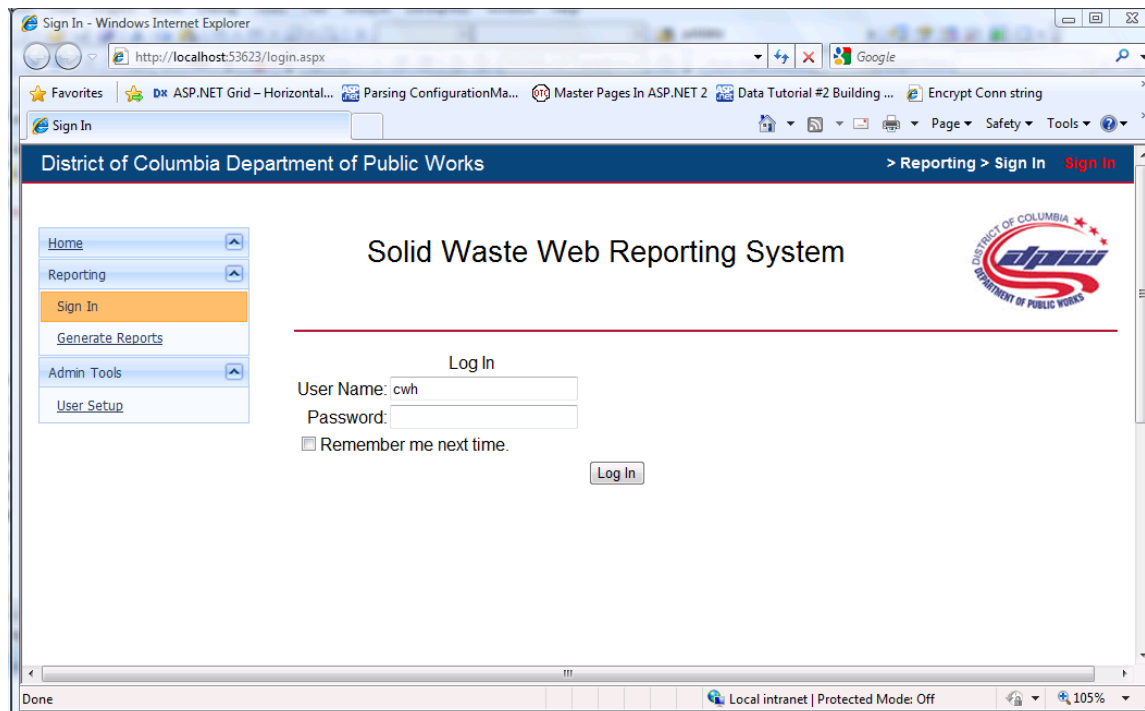
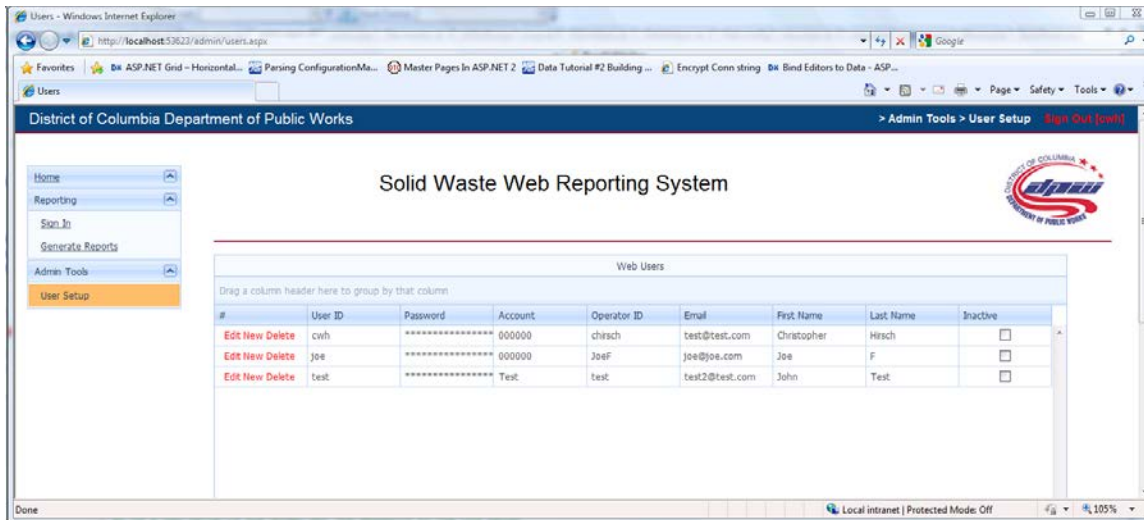


EXHIBIT B - Contractor's Proposal

This user screen displays all of the users for the customer. This screen allows an administrative user for the customer to add, modify, delete, make inactive, etc. the users for their own company.



The customer administrator has the ability to modify information about each of their users through the Edit Form.

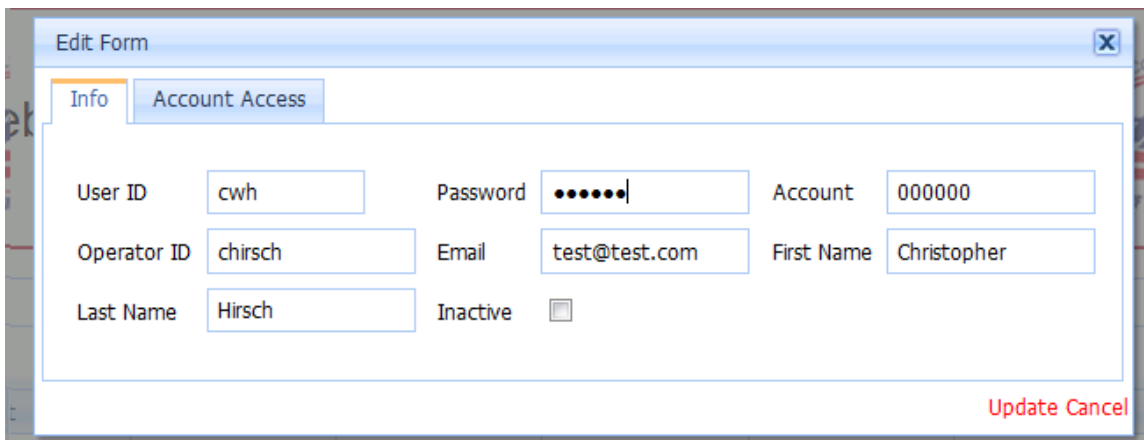
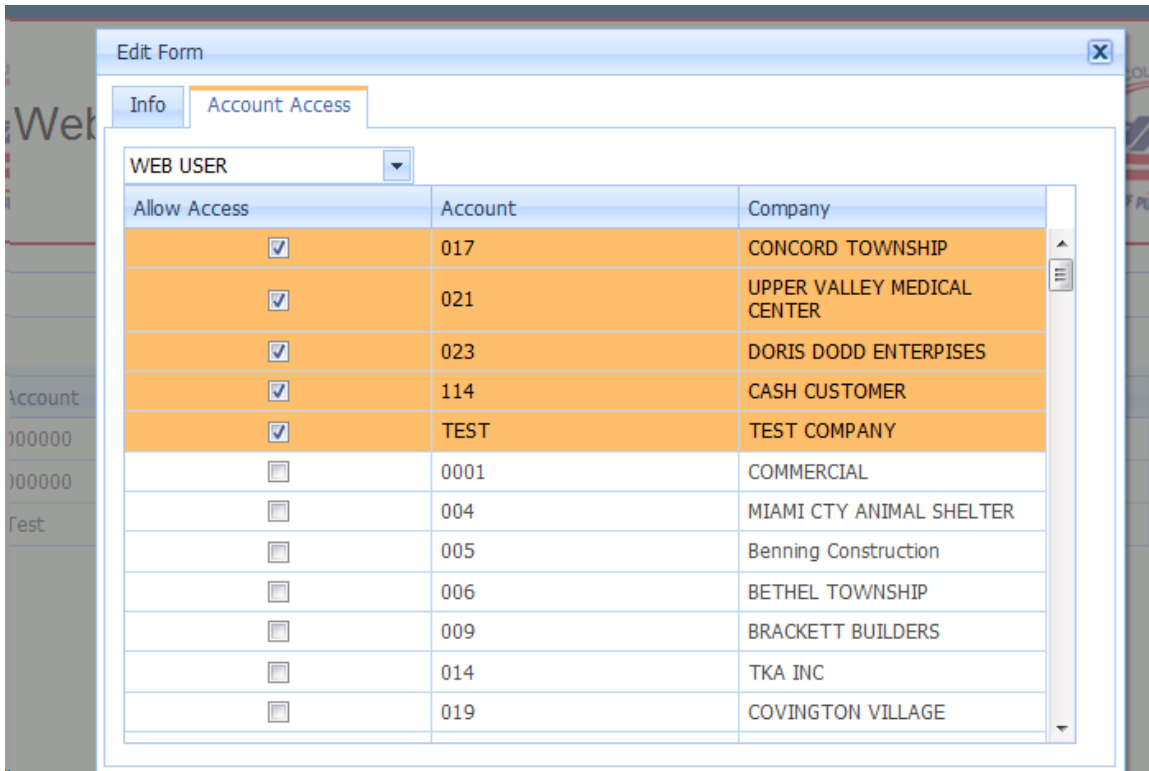


EXHIBIT B - Contractor's Proposal

Each user can be allowed access to only certain accounts within a customers account database.



Once a user has successfully logged into the system, they are presented with the available accounts in addition to the date range of the view they would like to see.

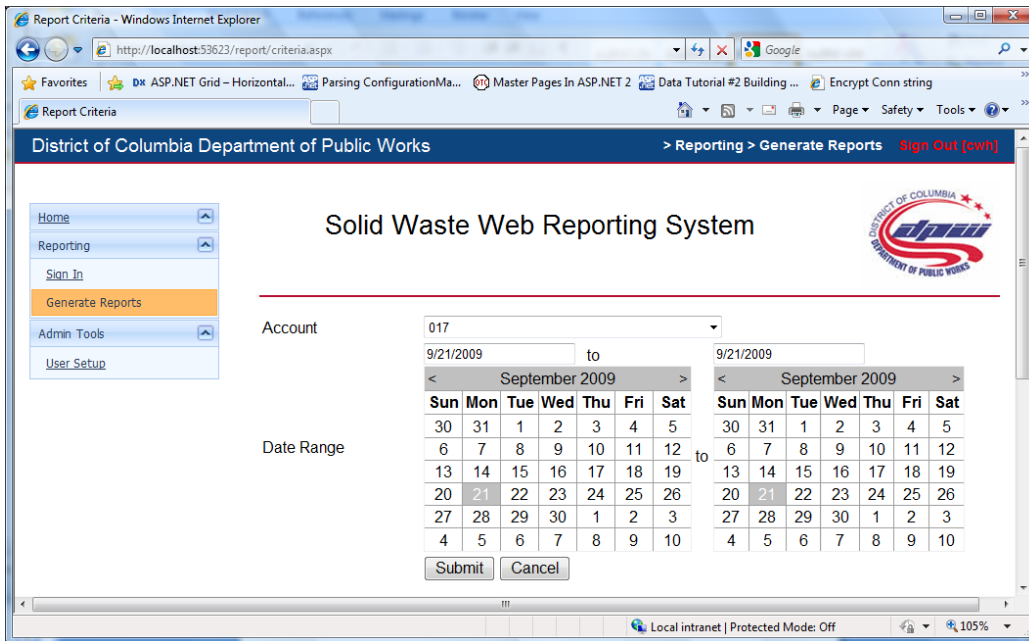




EXHIBIT B - Contractor's Proposal

Once the user clicks on submit the following view is returned.

[Back to Criteria](#)

**Criteria**

Date: Between 9/21/2007 AND 9/21/2009  
Account: TEST

Export To PDF   Export to XLS   Export to RTF   Export to CSV

Drag a column header here to group by that column

	Time In	Date Out	Time Out	Direction	TT Label	PT Label	VT Label	OT Label
	18:16:22	5/29/2009	18:16:22	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
	13:52:19	6/1/2009	13:52:19	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
	13:54:08	6/1/2009	13:54:08	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
	13:57:49	6/1/2009	13:57:49	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
	13:58:00	6/1/2009	13:58:00	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
	16:49:01	6/1/2009	16:49:01	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
	17:04:32	6/1/2009	17:04:32	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
	17:04:41	6/1/2009	17:04:41	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
	17:11:10	6/1/2009	17:11:10	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp

The user utilizing our Filter Builder can narrow down the results into a sub-set of the received data.

Trailer   Bill Acct   Haul Acct   ID out

TEST   TEST   PSW

Filter Builder

And

- Site Code Equals 01
- Direction Equals I
- Gross Lb Is greater than 50000

Filter Builder Options:

- = Equals
- ≠ Does not equal
- > Is greater than
- ≥ Is greater than or equal to
- < Is less than
- ≤ Is less than or equal to
- 📏 Is between
- 📏 Is not between
- Is blank
- 🟢 Is not blank
- 🟢 Is any of
- 🔴 Is none of

## EXHIBIT B - Contractor's Proposal

The system has a powerful and intuitive user interface which will allow for grouping of data right on the site. This includes drag and drop data grouping.

### Criteria

Date: Between 9/22/2007 AND 9/22/2009  
Account: TEST

Export To PDF | Export to XLS | Export to RTF | Export to CSV

MT Label ▾

Site Code	Trans Num	Truck	Trailer	Bill Acct	Haul Acct	ID out
+ MT Label: 10-MSW - Municipal/Residential Solid Waste						
- MT Label: 20-ISW - Industrial Solid Waste (Continued on the next page)						
01	286868	TEST		TEST	TEST	PSW
01	286871	TEST		TEST	TEST	PSW
01	286873	TEST		TEST	TEST	PSW
01	286874	TEST		TEST	TEST	PSW
01	286875	TEST		TEST	TEST	PSW
01	286885	TEST		TEST	TEST	PSW
01	286886	TEST		TEST	TEST	PSW
01	286887	TEST		TEST	TEST	PSW

The system provides the ability to export data to a number of different formats right from the site.

Export To PDF | Export to XLS | Export to RTF | Export to CSV

The following shows data exported in different formats. You can view or save data by export to many popular file formats.

The screenshot shows a web browser window displaying a report interface. The report interface includes a criteria section (Date: Between 9/22/2007 AND 9/22/2009, Account: TEST) and a table of data. The table has columns for Site Code, Trans Num, Truck, Trailer, Bill Acct, Haul Acct, and ID out. The data is grouped by MT Label (10-MSW and 20-ISW). The browser also shows a Microsoft Word document and a Microsoft Excel spreadsheet, both displaying the same data table. The Word document is titled 'Report.pdf - Adobe Reader' and the Excel spreadsheet is titled 'Report.csv - Microsoft Excel'.

**Optional:** based on customer request, crystal reports could be selected from a drop-down list and then displayed to the user.

### **G.1.24 Additional Optional Modules**

The following section contains modules that are available within the system for an additional fee.

### **G.1.25 Custom Free Units Module**

This module allows the system the ability to permit certain customers to bring in materials at no or a reduced charge up to a certain allowed amount/limit. Once that amount/limit has been reached, the customer would then be charged the specified amount/limit for that material.

### **G.1.26 Video/Picture Module**

This module allows for the WeighStation program to interface with a video recorder or IP Camera. PSLLC has the ability to integrate to a digital video recorder (DVR), PSLLC works with a vendor which stores the video digitally in a SQL database. PSLLC would then write from our SQL database directly to the video's SQL database which allows for any transaction information associated with the transaction to be searchable through the video. The DVR is custom built based on the needs and requirements for each Customer. By integrating to IP Camera's, we can store images of the vehicle within the database with the transaction.

### **G.1.27 Offenses Module**

This module allows the user to track offenses that are reportable for your customer's. These offenses can be captured at the time of the transaction and then can be identified when this customer enters the facility in the future.

### **G.1.28 Jobs Module**

This module allows the customer to setup specific jobs to track materials for agreed upon circumstances with accounts. For example, an agreement with an account could be to bring in a specified amount of waste, number of trips, etc. and the system would log this information with the transaction and control when to prevent additional transactions associated with this job.

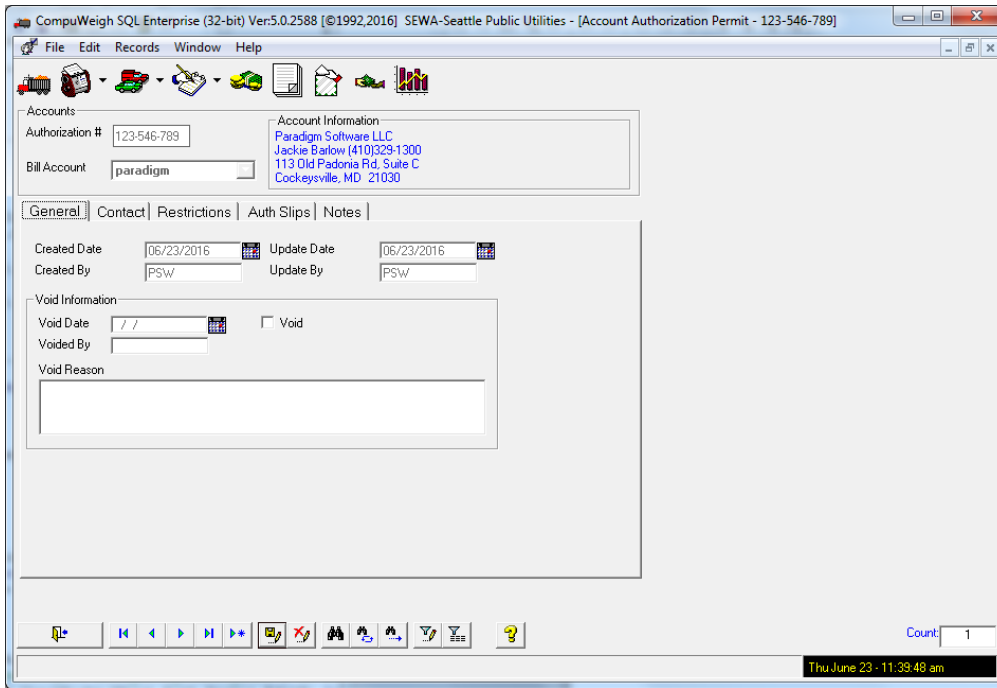
### **G.1.29 Driver's License Scanning Module**

The Driver's License Scanning Module provides the customer with an easy way to capture a person's information. This can be handled through a barcode scanner, magnetic swipe card reader or optical character recognition (OCR) based on the Customer's desires and the format of the driver's license. This information is captured by the application and stored with the transaction as desired by the Customer.

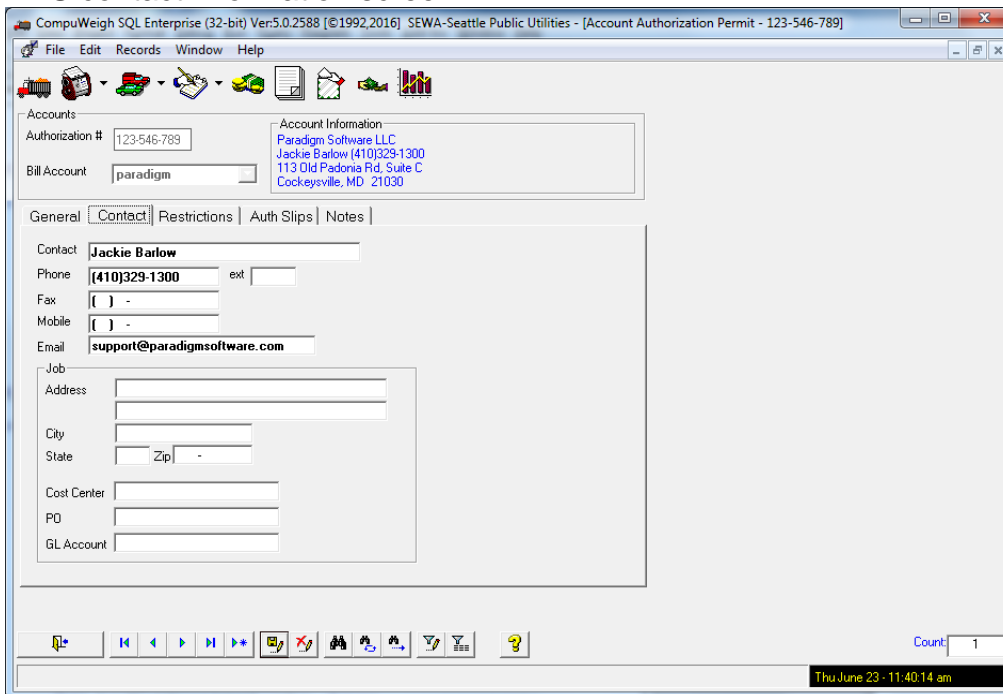
### G.1.30 Disposal Authorization Slips Module

This module allows the Customer to issue a specified number of slips to an account for the disposal of material. Once the number of slips issued has been reached, the account is no longer allowed to dispose under this arrangement.

General DAS information screen.



DAS contact information screen.



## DAS Restrictions screen.

CompuWeigh SQL Enterprise (32-bit) Ver:5.0.2588 [©1992,2016] SEWA-Seattle Public Utilities - [Account Authorization Permit - 123-546-789]

File Edit Records Window Help

Accounts

Authorization # 123-546-789

Bill Account paradigm

Account Information  
Paradigm Software LLC  
Jackie Barlow (410)329-1300  
113 Old Padonia Rd, Suite C  
Cockeysville, MD 21030

General | Contact | Restrictions | Auth Slips | Notes |

Total Trip Limit 10

Daily Trip Limit 0

Total Net Wt Limit 100

Setup Allowed Haul Accounts

Setup Allowed Table Entries

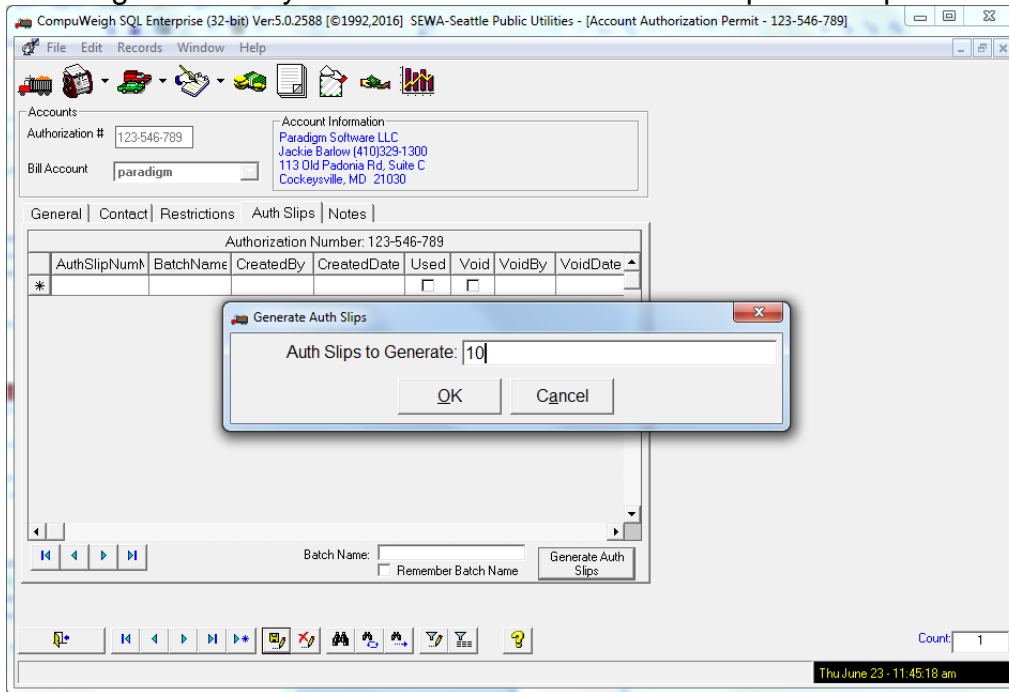
Active On 06/28/2016 Inactive After 06/28/2020

Count: 1

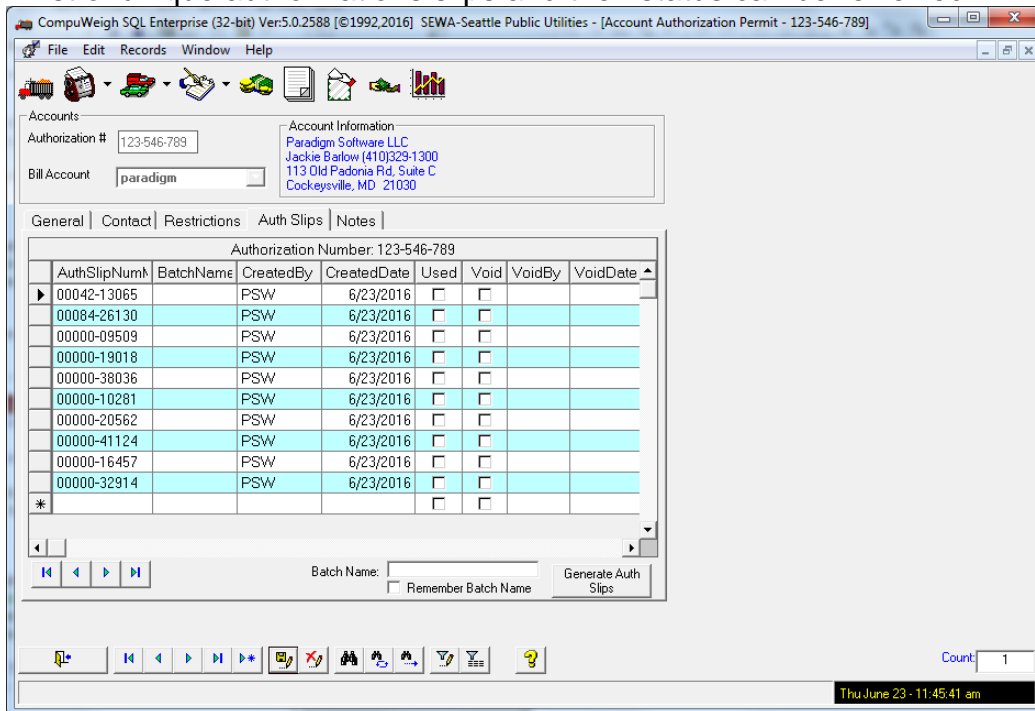
Thu June 23 - 11:44:30 am

- Authorization can be limited to
  - A total trip limit (number of times the authorized account can dump)
  - A daily trip limit (number of times the authorized account can dump in a given day)
  - A total permitted net weight
  - One or many haulers
  - Any number of
    - Transaction Types
    - Materials
    - Destinations
    - Origins
    - Vehicle Types
    - Extra table fields (Customer Defined Fields)
  - A date range that the permit is allowed

The number of unique authorization slips to generate can be defined. More authorization slips can be generated by an administrator if additional slips are required in the future.

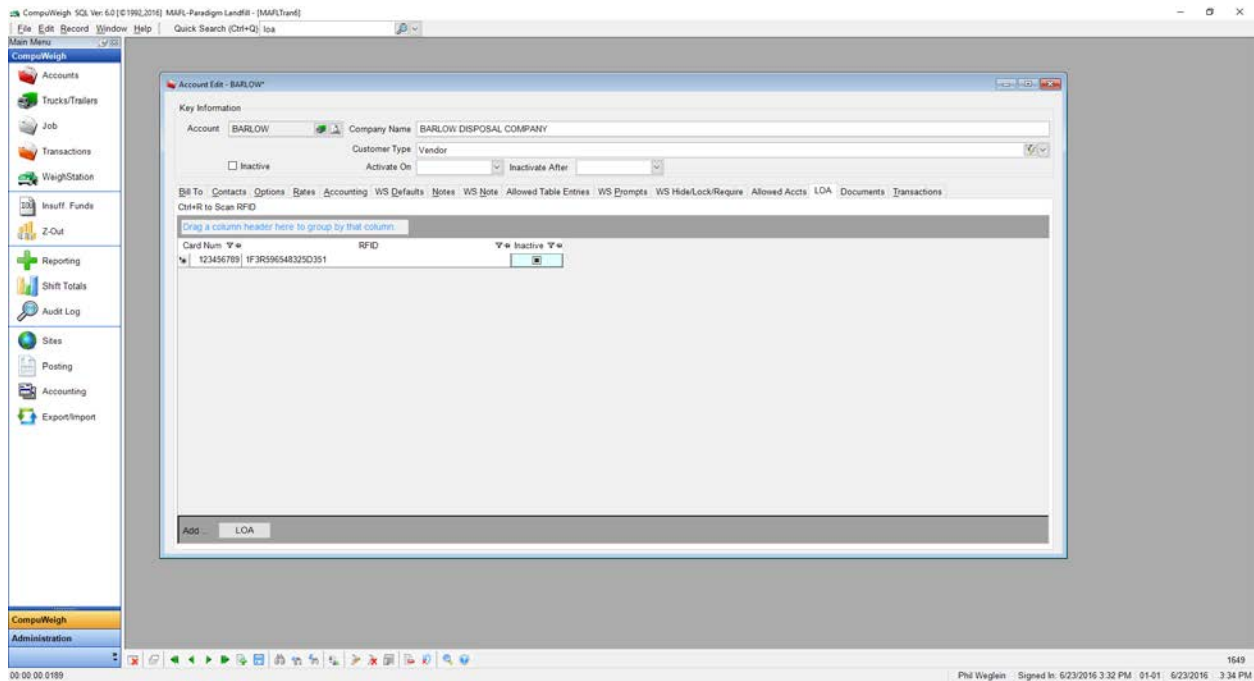


A list of unique authorizations slips and their status can be reviewed.



### G.1.31 Letter of Authorization Module

This module allows the Customer to provide a vehicle with a proximity card that permits them to dispose of material for a specific account.



LOA Restrictions screen. Authorizations are by the card only and no other restrictions can be placed. If the customer has the proximity card, they can bill to the approving account for any material.

### G.1.32 Unattended Operation Module

The system supports integration with a number of peripheral devices to automate your scale lane. A popular unattended terminal includes a thermal receipt printer; color LCD monitor (sunlight readable at 1550 nits), Keyboard/Keypad, Proximity Card Reader and intercom system. The driver will pull onto the scale and the LCD will state "Waiting for Scan" (or other wording based on your requirements). The driver will wave a proximity card in front of the proximity card reader and the system can prompt for additional information from the driver (if required). The driver will make the entry on the keyboard based on a list on the LCD. Once all additional information has been entered, the system will capture the vehicle weight. If the vehicle has a stored tare weight, the system will complete the transaction and print the driver a ticket. If the transaction is not completed the driver will be required to return to an outbound scale and complete the transaction either from an unattended terminal or by a scale operator. The system can also integrate with RFID Readers, gates and loops, lights, photo eyes, external display, radiation detectors, and more. With our proven record throughout North America we believe we have the most integrated solution to meet your needs. The LCD and keyboard can be replaced with a touch screen computer. The RF Module within the application will allow the software to read RFID tags from RF Readers. These include Transcore, HID and other RFID readers and tags. By using RF technology, the Customer will improve processing time, reduce data entry errors and allow for the use of unattended and optional by-pass lane functionality. PSLLC has successfully installed these systems at a number of facilities. Each of our unattended enclosures are custom built to meet your business requirements. The picture below shows a customized

enclosure that incorporates a color LCD, stainless steel keyboard, proximity card reader, magnetic ticket dispenser, credit card swipe, and thermal receipt printer with a 6" paper roll, intercom and a transaction start button. This is not our standard enclosure, but it shows the flexibility that PSLLC has in order to meet our customers' business needs.



### **G.1.33 WeighPass Module**

The WeighPass Module within the application will allow the software to control entry to or exit from the facility by use of by-pass lanes. This application can allow access to certain vehicles during specified times of the day and also allow vehicles to exit through a lane to by-pass the scale (if all information had been captured to complete a transaction). We utilize RF or barcode technology to identify the vehicle and compare the captured information to rules within the application. These lanes are usually gated in order to prevent unauthorized entry or exit. This module can prevent skip-outs or unauthorized entry into your facility. We have customers who utilize this module to allow for afterhours access to a facility.

### **G.1.34 Traffic Light Management Module**

PSLLC has experience in the control of traffic lights. We have the ability to configure our software to turn lights on/off based on where the customer is during the transaction process. PSLLC can control traffic lights on the scale lane. The system can turn a light green or red based to initiate or complete a transaction. We have implemented this process in a couple different ways based on our customer's business requirements.

### **G.1.35 Traffic Gate Controls**

PSLLC has experience in the control of traffic gates. We have interfaced with gates and loop detectors in order to know when to open a gate based on certain criteria. For example, if a customer has a gate before and after the scale, the software interfaces with a loop detector prior to the entrance gate to identify that someone is or is not on the loop. When a vehicle is detected on the loop the system will check to see if there is a transaction in process or if the weight on



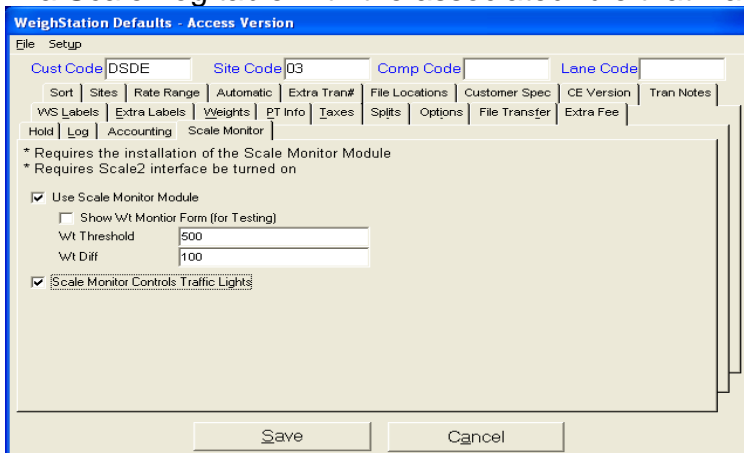
the scale is below a certain threshold. If there is a transaction in process or the scale has a weight above a threshold the system will not open the gate until the scale weight has reached zero. Once the weight hits zero, the gate will open to allow the driver to pull onto the scale. The driver will complete their transaction (either in attended or unattended mode) and the system will then open the exit gate. Loop detectors after each gate will close the gate once it is safe to do so.

PSLLC has also controlled access gates to a site. Based on the driver's access times, the system will allow a driver to enter the facility after hours. This will allow the customer the ability to operate during non-business hours perhaps in an unattended mode utilizing our unattended enclosure.

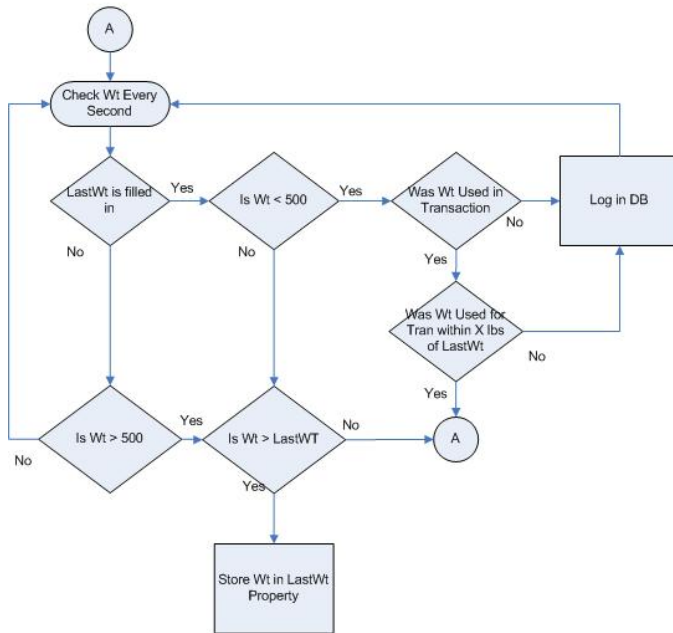
### G.1.36 Scale Monitoring Module

The Scale Monitor Module is designed as an additional audit tool that can be utilized to ensure that all traffic that is going over the scale is being weighed and a ticket is being generated.

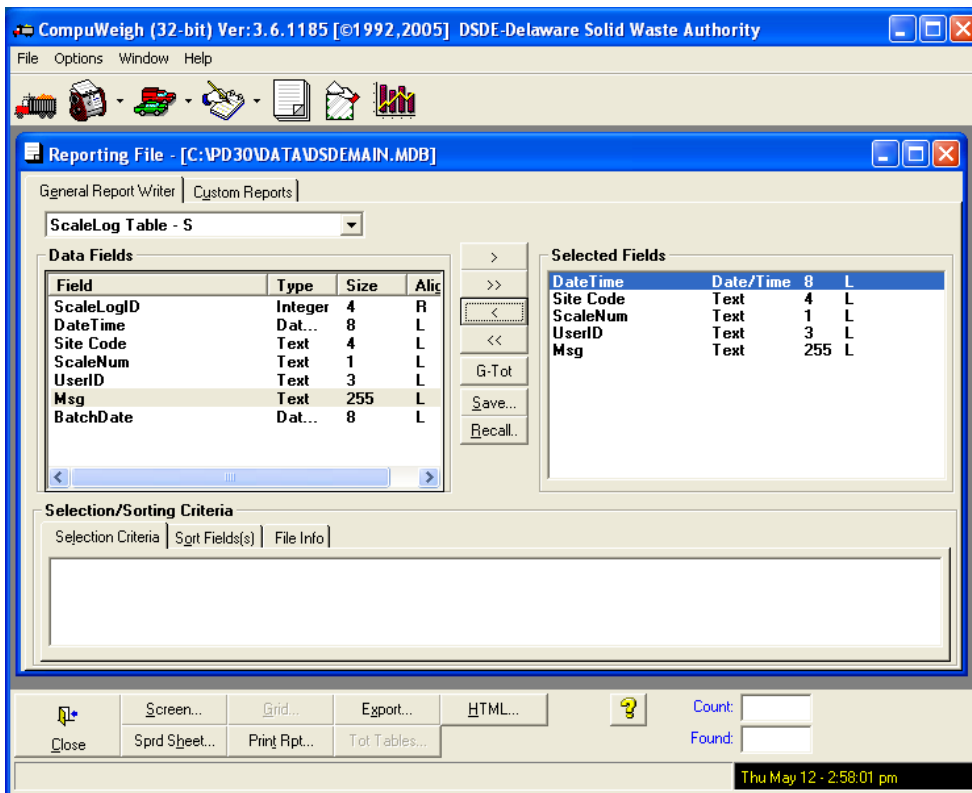
In the screenshot below, it shows how you have the ability to determine the Weight Threshold and the Weight Difference to track. If a vehicle goes over the scale and exceeds the Weight Threshold, the Scale Monitor Module tracks that vehicle and makes sure a transaction is generated. If a transaction is not created, a message is written to the log and a record is created in a Scale Log table with the associated rule that was violated.



The diagram below details the scale monitor process that occurs within WeighStation.  
 Scale Monitor Process



In the CompuWeigh program, users with Reporting rights will be able to review any activity that went over the scale without creating an actual WeighStation transaction.

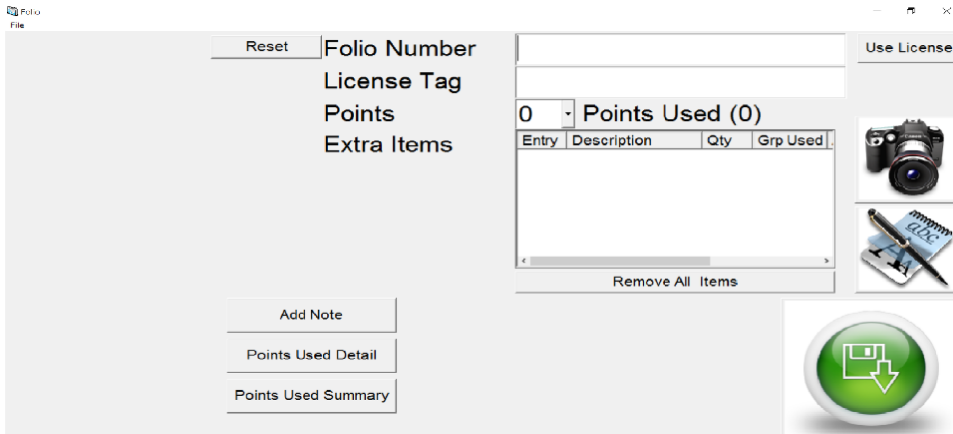


### G.1.37 Folio Tracking Module

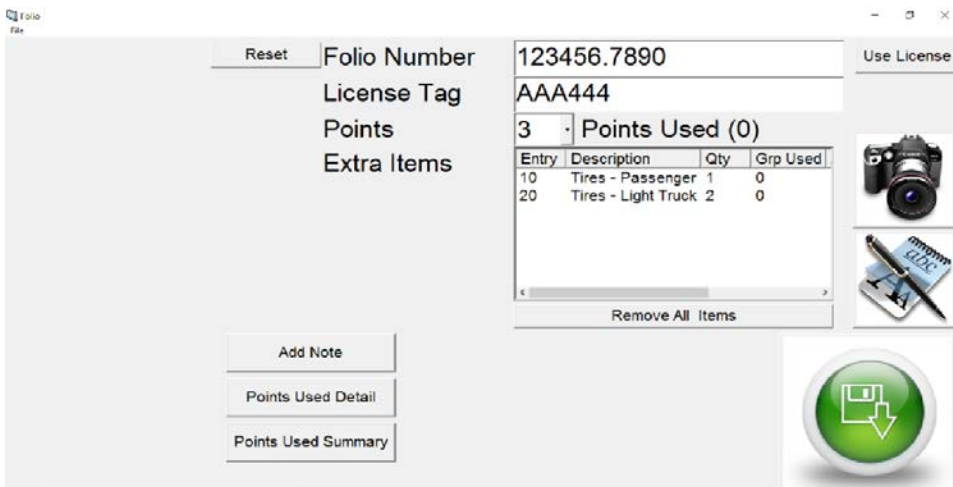
The Folio tracking module will be utilized to track customer visits to the Customer's facilities. The attached are screen shots for your consideration.

The main screen of the app will present the user with sign in fields to access the system. The user will also be able to select which site they are processing transactions for if the device is used for multiple facilities.

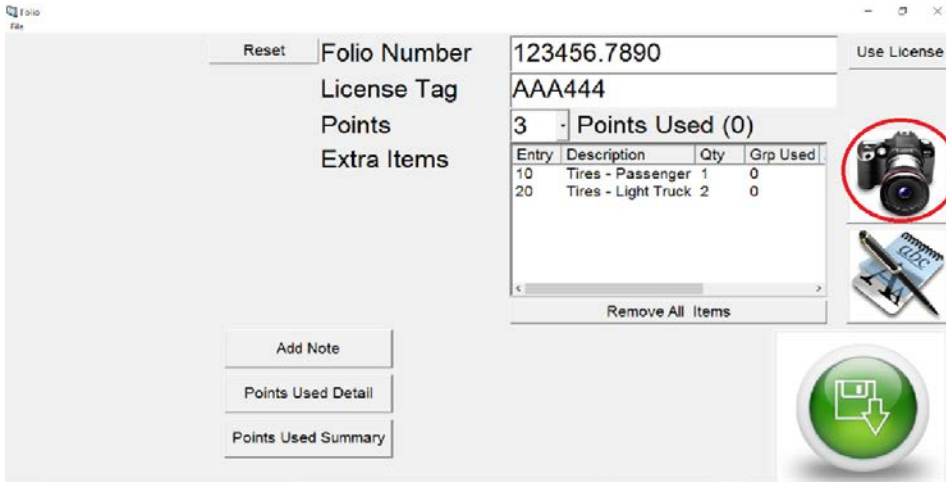
After the user has accessed the system, they will see the main transaction processing screen.



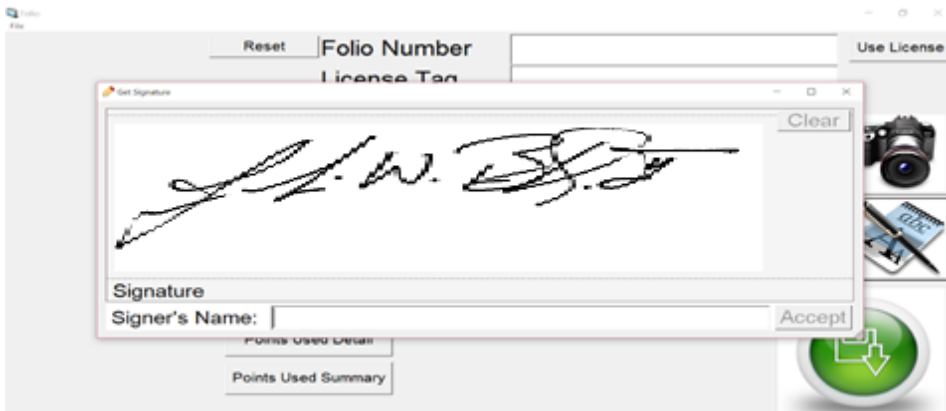
This screen shows the Folio number and tag fields with entered information. This screen will also allow the user to select the size of the load and if necessary the number of tires they are disposing of at the facility. Based on the Customer's specifications, the size of the load is matched to a point system.



The user will have the ability, if desired, to take a picture of the load for documentation purposes on the contents of the transaction.



The application has the ability, if desired, to capture the signature by the customer signing the phone with their finger.



Once the transaction is complete, if desired, the system can print a receipt on a Bluetooth or USB connected thermal receipt printer.

### G.1.38 Radiation Module

This module allows the integration (if customer's radiation detectors are able) of the radiation detector and the WeighStation application. If an event is triggered from the radiation detector, the WeighStation application can stop the transaction from being processed and the events can be logged in the database. Additional features can be added to email certain individuals upon the event (Alerts Module) and requiring supervisor approval to override the event.

## **H. Implementation, Maintenance, Training and Support Plan**

### ***H.1 PSLLC's Sample Agreements***

PSLLC is providing a copy of our standard agreements on the following pages for your review and agree that a mutually negotiated Agreement will be developed by both parties. These are only **SAMPLE** Agreements and in no way, should be considered final or as an exception to any portion of the RFP. The Agreements provided are the System Implementation Agreement, Standard Support Services Agreement and an Escrow Agreement. Upon request, PSLLC will provide these Agreements in a Microsoft Word electronic format.

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

**SYSTEM IMPLEMENTATION AGREEMENT**

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described on the attached Purchase Price and Payment Schedule (the "Hardware"), in addition, PARADIGM agrees to deliver and install the proprietary software described on the attached Purchase Price and Payment Schedule (the "Software"), and to grant to the customer identified below (the "CUSTOMER") a license to use the Software as set forth below. CUSTOMER agrees to purchase the Hardware, accept the license for the Software, and accept services relative to installation, training, conversions, interfaces and other matters, all in accordance with the schedules and attachments listed below and the TERMS AND CONDITIONS included in this agreement, each of which is incorporated herein. PARADIGM standard support services are governed by the Paradigm Standard Support Services Agreement.

THIS AGREEMENT INCLUDING ALL OF ITS TERMS AND CONDITIONS AND ALL OTHER ATTACHMENTS, IS THE ENTIRE AGREEMENT AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE FOLLOWING PAGES. BY SIGNING WHERE INDICATED BELOW, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

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

**Customer:**

**ENTER NAME OF CUSTOMER:**

Enter Address

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

\_\_\_\_\_

(Type or Print Name)

\_\_\_\_\_

(Title)

Date: \_\_\_\_\_

**Approved as to form:**

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

\_\_\_\_\_

(Type or Print Name)

\_\_\_\_\_

(Title)

Date: \_\_\_\_\_

**Accepted by:**

**PARADIGM SOFTWARE, L.L.C.:**

113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030

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

Jackie W. Barlow, II  
Chief Operating Officer

Date: \_\_\_\_\_

TERMS AND CONDITIONS

1. **CHARGES AND PAYMENT.** CUSTOMER agrees to pay the charges specified in the schedules and attachments hereto as and when due. If PARADIGM provides services not expressly agreed to herein or in the schedules or attachments, CUSTOMER will be charged and agrees to pay, for them at PARADIGM's then current rate. CUSTOMER agrees to pay a finance charge equal to one and one-half percent (1 1/2%) per month on all amounts not paid within thirty (30) days from the date of invoice. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) upon the sale or delivery of items purchased or licensed. Exemption from such taxes, if any, shall be the responsibility of CUSTOMER to pursue.

2. **CUSTOMER RESPONSIBILITIES.** CUSTOMER shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CUSTOMER shall make available qualified personnel to be trained by PARADIGM in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CUSTOMER shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

3. **TRAINING.** PARADIGM shall provide standard training in the use of the Hardware and Software according to the Purchase Price and Payment Schedule section of this Agreement. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the CUSTOMER and shall be invoiced to CUSTOMER in accordance with the above provisions.

4. **DELIVERY.** Subject to the Agreement of the parties, shipment of Hardware shall be made in accordance with the implementation plan. The Purchase Price Schedule shall specify who will install and set up the Hardware. PARADIGM will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by PARADIGM (including software) are as provided by the applicable manufacturers. Good and merchantable title and risk of loss in and to the Hardware shall pass to CUSTOMER upon delivery of each respective Hardware item to the carrier at the manufacturer's or PARADIGM's loading dock as appropriate. CUSTOMER shall pay or reimburse PARADIGM for all costs of Hardware, shipping, rigging, transportation and insurance which shall be invoiced to CUSTOMER in accordance with the above provisions.

5. **SECURITY.** PARADIGM reserves a security interest, for the amount of all outstanding payments due to PARADIGM hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until CUSTOMER's payment obligations for all Hardware and Software are fully discharged. CUSTOMER hereby appoints PARADIGM as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and PARADIGM shall, at the request of CUSTOMER, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

6. **CONFIDENTIALITY.** PARADIGM shall not disclose any confidential information concerning CUSTOMER or its affairs, unless required by law. CUSTOMER shall not disclose any of the terms of this Agreement to any person unless required by law. If required to disclose any such information, PARADIGM or CUSTOMER, as appropriate, shall give the other advance notice as soon as reasonably possible.

7. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. CUSTOMER may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of PARADIGM.

8. **GRANT OF LICENSE.** Subject to the terms and conditions set forth in this Agreement, and effective upon acceptance of this Agreement, PARADIGM hereby grants to CUSTOMER, and CUSTOMER hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CUSTOMER, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.

9. TERM AND RENEWAL. The term of the license herein granted is ten (10) years commencing with the date of acceptance of this Agreement by PARADIGM, unless terminated earlier as provided herein. If CUSTOMER is not in default under this Agreement or any other agreement with PARADIGM and is currently covered under a valid Paradigm Standard Support Services Agreement, the term of this license shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term, unless CUSTOMER gives written notice of election not to renew the license at least ninety (90) days prior to the expiration of the initial term. CUSTOMER shall pay a renewal license fee in an amount equal to fifty percent (50%) of the applicable license fee specified on the Purchase Price and Payment Schedule plus any cumulative adjustments for the Consumer Price Index, which shall be due and payable immediately upon commencement of the renewal term. If customer purchases a "Version Upgrade" at any time during the initial term of license, then the term shall automatically extend for one (1) additional ten (10) year term commencing with the completion date of the upgrade, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase price (excluding installation charges) plus all installation charges, including but not limited to airfare, meals, expense, and per diem of PARADIGM's then current rate per day per person (increased annually by C.P.I.). The cost of services may be adjusted each year in the manner described herein, in accordance with changes in 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").

10. SCOPE. A single, executable copy of the object code version of the Software may be used by CUSTOMER for testing purposes and for processing of data, but such data shall be strictly limited to data of CUSTOMER created or used in the connection with CUSTOMER. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CUSTOMER shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CUSTOMER with a single, back-up copy of the Software which CUSTOMER shall keep in a secure location reasonably approved by PARADIGM in advance. CUSTOMER shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.

11. TITLE AND OWNERSHIP. PARADIGM is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to CUSTOMER, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM on loan during the term of the license granted pursuant to this Agreement. CUSTOMER shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CUSTOMER purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CUSTOMER hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CUSTOMER agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CUSTOMER hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CUSTOMER shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CUSTOMER shall not disclose, divulge or communicate to any person (including contractors and consultants), except to CUSTOMER's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

12. PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by PARADIGM under this Agreement or the System Implementation Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CUSTOMER under and subject to the license granted in the System Implementation Agreement, the terms and conditions of which are incorporated herein. As between the parties, PARADIGM retains all right, title and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to CUSTOMER by virtue of this Agreement.



13. INDEMNITY. PARADIGM will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) CUSTOMER immediately notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for CUSTOMER the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If PARADIGM concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PARADIGM will refund or credit to CUSTOMER the license fee paid by CUSTOMER under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) CUSTOMER will return the original and all whole or partial copies of the Software to PARADIGM; and (iii) the license granted hereunder will terminate. PARADIGM has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of PARADIGM regarding infringement of intellectual property rights, and will survive the termination of this Agreement. CUSTOMER shall indemnify, defend, and hold harmless PARADIGM from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, PARADIGM represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.

14. LIMITATION OF LIABILITY. PARADIGM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR ANY CAUSE UNDER OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR SOFTWARE LICENSE FEES PURSUANT TO THIS AGREEMENT, LESS A PRO RATA ABATEMENT OF SUCH FEES FOR EACH FULL OR PARTIAL MONTH OF THE FIRST SIXTY (60) MONTHS FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT.

15. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CUSTOMER's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to CUSTOMER's site, when operated as recommended. PARADIGM will design, and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CUSTOMER shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CUSTOMER's sole and exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CUSTOMER's written notice in compliance with PARADIGM's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. PARADIGM makes no warranty as to the Hardware or any products (including software) not manufactured by PARADIGM.

CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CUSTOMER'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

16. TERMINATION. The obligations of PARADIGM under this Agreement shall terminate at the option of PARADIGM upon the failure of CUSTOMER to perform or observe any covenant or obligation set forth herein, provided PARADIGM has given CUSTOMER thirty (30) days prior written notice of the failure, and CUSTOMER has failed to cure such failure within such time. Upon termination, CUSTOMER shall cease using the Software and  
Paradigm Software, L.L.C. Response

shall return to PARADIGM, or, at PARADIGM's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by PARADIGM, the obligations of CUSTOMER set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. PARADIGM's rights of repossession may be enforced by Software disablement.

17. MISCELLANEOUS.

**Complete Understanding.** This System Implementation Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this System Implementation Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this System Implementation Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

**Notice.** Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

**Invalidity.** In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this System Implementation Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

**Effective Date.** This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland. This Agreement, shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of that State BUT WITHOUT APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA". The parties consent to venue in Harford County, Maryland.

**Non-Solicitation.** During the term of this Agreement and for twelve (12) months thereafter, neither PARADIGM nor CUSTOMER may employ or solicit to employ persons employed by the other.

**Force Majeure.** Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER or PARADIGM is required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CUSTOMER or PARADIGM, as the case may be is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

**Inconsistency.** Unless specified to the contrary in any schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

**Limitations.** Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of the first event giving rise thereto.

**Independent Contractors.** Nothing in this Agreement shall make Paradigm and Customer partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

PURCHASE PRICE SCHEDULE

<b>Qty</b>	<b>UM</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
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**Project Total:**

**\$0.00**

PAYMENT SCHEDULE

<b>Percentage Due:</b>	<b>Amount Due:</b>
100% - Hardware Due Upon Acceptance Prior to Installation	\$0.00
40% - Software Due Upon Acceptance Prior to Installation	\$0.00
40% - Software Due Upon Installation in Test Environment	\$0.00
20% - Software Due 30 days after Installation	\$0.00
	<u><a href="#">\$0.00</a></u>

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

**STANDARD SUPPORT SERVICES AGREEMENT**

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this Standard Support Services Agreement (this "Agreement") agrees to sell and provide, and the undersigned customer ("CUSTOMER") agrees to purchase and accept, in accordance with the terms and conditions set forth below, Paradigm Standard Support Services as defined herein for the computer programs licensed to CUSTOMER pursuant to a separate agreement entered into prior to or simultaneously herewith (the "System Implementation Agreement") and identified in Schedule A hereto, all in accordance with the TERMS AND CONDITIONS included in this agreement, each of which is incorporated herein.

THIS AGREEMENT, INCLUDING ALL OF ITS TERMS AND CONDITIONS IS THE ENTIRE AGREEMENT AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE REVERSE SIDE OF THIS PAGE. BY SIGNING WHERE INDICATED BELOW, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

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

**Customer:**

**Accepted by:**

**ENTER NAME OF CUSTOMER:**

**PARADIGM SOFTWARE, L.L.C.:**

Enter Address

113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030

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

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

Jackie W. Barlow, II  
Chief Operating Officer

\_\_\_\_\_  
(Type or Print Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**Approved as to form:**

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

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

TERMS AND CONDITIONS

1. **CHARGES AND PAYMENT.** Customer shall pay the annual fee for Standard Support Services is as set forth on the Software Support Schedule to this Agreement. The fee is payable annually in advance to be made prior to the first day of renewal term. CUSTOMER will pay a late charge of one and one half percent (1 1/2%) of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later. At its sole discretion, PARADIGM may increase its annual charges for maintenance and support annually by giving CUSTOMER at least ninety (90) days' notice prior to the affected term. CUSTOMER shall pay or reimburse PARADIGM for all out-of-pocket expenses incurred in connection with Standard Support Services, such as media, telephone, delivery and travel costs. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of items purchased or licensed or any services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of CUSTOMER to pursue.

2. **CUSTOMER RESPONSIBILITIES.** CUSTOMER agrees to test, and if operable, accept and use all updates, amendments and alterations to the Software furnished to CUSTOMER hereunder and to install and maintain for the duration of this Agreement, a high-speed, modem or associated dialup telephone line. CUSTOMER shall allow PARADIGM continuous access to the Software via this connection for the purpose of providing Standard Support Services and will pay all telephone line use charges. CUSTOMER will provide PARADIGM with dumps as requested, and with sufficient support and test time on CUSTOMER's computer system to duplicate any conditions or problems identified by CUSTOMER or PARADIGM.

3. **COVERAGE.** The computer programs and software eligible for Standard Support Services (as defined below) are those programs described on the Software Support Schedule or attached hereto, as updated with all current amendments, alterations, enhancements, improvements and updates furnished to CUSTOMER under warranty (the "Software"). Standard Support Services shall be rendered only to the currently supported version of Software running with the applicable operating system version supported by PARADIGM.

4. **TERM AND RENEWAL.** Provided payment has been made as required hereunder, the term of this Agreement commences on the date specified on the Software Support Schedule and continues for one (1) year. Thereafter, the term will automatically renew for successive one (1) year periods, unless either PARADIGM or CUSTOMER gives written notice to the other of an intention not to renew at least 60 days prior to the commencement of any renewal term. The cost of services may be adjusted each year in the manner described herein, in accordance with changes in 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").

5. **STANDARD SUPPORT SERVICES.** During the term of this Agreement, PARADIGM will provide to CUSTOMER its Standard Support Services described in this paragraph. Subject to the license granted to CUSTOMER under the System Implementation Agreement, PARADIGM will provide technical services to design, code, check out and deliver amendments or alterations of the Software necessary to correct or solve any programming error attributable to PARADIGM which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to CUSTOMER by PARADIGM pertaining to the use of the Software (the "Documentation"). Such services will be promptly provided after CUSTOMER has identified and notified PARADIGM of any such error in accordance with PARADIGM's reasonable reporting procedures as in effect from time to time. PARADIGM will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:00 a.m. through 6:00 p.m. Eastern Time on weekdays, except PARADIGM holidays. Such consultation will be available only to one contact or alternate, designated by CUSTOMER in advance in writing from time to time. Services provided in response to requests from someone other than this designee will be billed by PARADIGM on a time and materials basis. In addition, if PARADIGM elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally, PARADIGM will deliver updates of the Software to CUSTOMER from time to time, without any charge other than as specified on the Software Support Schedule.

6. **OTHER SERVICES.** CUSTOMER agrees to pay PARADIGM's charges for services not included in Standard Support Services, computed at PARADIGM's regularly scheduled rates, together with all costs incurred in connection therewith. Investigation and research for CUSTOMER identified conditions determined by PARADIGM not to be attributed to PARADIGM programming errors are billable to CUSTOMER as such other services.

7. PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by PARADIGM under this Agreement or the System Implementation Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CUSTOMER under and subject to the license granted in the System Implementation Agreement, the terms and conditions of which are incorporated herein. As between the parties, PARADIGM retains all right, title and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to CUSTOMER by virtue of this Agreement.

8. TERMINATION. In the event of a termination of CUSTOMER's license to use the Software due to CUSTOMER's default, this Agreement shall terminate immediately. PARADIGM may terminate this Agreement in the event of default by CUSTOMER, including failure to pay the annual charge for Standard Support Services within thirty (30) days notice that the same is thirty (30) days or more delinquent. CUSTOMER may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to PARADIGM.

9. NO WARRANTIES. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION AGREEMENT.

10. LIMITATION OF LIABILITY. PARADIGM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR ANY CAUSE UNDER OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR STANDARD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE.

11. MISCELLANEOUS.

Complete Understanding. This Standard Support Services Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Standard Support Services Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Standard Support Services Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, 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.

Invalidation. 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 Standard Support Services Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland. This Agreement, shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of that State BUT WITHOUT APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS

EXHIBIT B - Contractor's Proposal

ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA". The parties consent to venue in Harford County, Maryland.

Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter, neither PARADIGM nor CUSTOMER may employ or solicit to employ persons employed by the other.

Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER or PARADIGM is required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CUSTOMER or PARADIGM, as the case may be is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

Inconsistency. Unless specified to the contrary in any schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

Limitations. Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of the first event giving rise thereto.



SCHEDULE "A"

Qty	UM	Description	Unit Price	Extended Price	Annual Service Charge
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Annual Service Charge:

\$0.00 / Year

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

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (this "Agreement") is made by and among Paradigm Software, L.L.C., a Maryland limited liability company ("PARADIGM"), Shaffer, McLauchlin and Stover, LLC, a Maryland Limited Liability Company (the "ESCROW AGENT") and the undersigned Customer ("CUSTOMER").

This Agreement governs the custody and release of source code to be held by ESCROW AGENT for certain computer software licensed to the CUSTOMER by PARADIGM. The Agreement is effective as of the date of acceptance by PARADIGM at its offices in Cockeysville, Maryland. The Agreement includes and is subject to all of the Terms and Conditions attached hereto, each of which is incorporated herein.

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

**PARADIGM SOFTWARE, L.L.C.:**

113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030

By: \_\_\_\_\_  
Jackie W. Barlow, II  
Chief Operating Officer

Date: \_\_\_\_\_

**SHAFFER, MCLAUCHLIN AND STOVER, LLC:**

836 South Main Street, Suite 102  
Bel Air, MD 21014

By: \_\_\_\_\_  
Eric E. McLauchlin  
Partner/Member

Date: \_\_\_\_\_

**CUSTOMER NAME:**

Customer Address

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

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. Deposits

ESCROW AGENT has accepted and currently holds on deposit a single copy of the source code for certain computer programs ("Source Code") that have been licensed to CUSTOMER pursuant to a written license agreement (the "License Agreement"). PARADIGM shall deposit an updated copy of the Source Code upon each general release of such updates, and each updated copy shall upon deposit be deemed the Source Code under this Agreement. The copy of the Source Code held by ESCROW AGENT shall be and remain the exclusive property of PARADIGM, and ESCROW AGENT will hold the Source Code as specifically provided in this Agreement. ESCROW AGENT will hold the copy of the Source Code in safekeeping at its offices and may deliver a copy of the Source Code to CUSTOMER, but only under the conditions specified below. Upon reasonable request, and at CUSTOMER's cost, CUSTOMER may examine the copy of the Source Code to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by PARADIGM at its premises in Cockeysville, Maryland.

### 2. Conditions for Release

CUSTOMER shall be entitled to receive from ESCROW AGENT and to make limited use as herein provided of a single copy of the Source Code, if (i) PARADIGM releases the Source Code to other licensees as a matter of general policy; (ii) PARADIGM refuses to offer CUSTOMER error correction services or changes required to comply with federal regulations at PARADIGM's standard rates and on its standard terms and conditions; (iii) PARADIGM becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) PARADIGM as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the License Agreement. Any of the foregoing events is referred to below as a "Release Condition."

Upon the happening of any Release Condition, CUSTOMER may at its option give ESCROW AGENT written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Escrow Agreement Dated \_\_\_\_\_," (ii) specify the Release Condition with reference to the applicable section of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which CUSTOMER desires to have released; and (iv) be given within sixty (60) days of CUSTOMER's knowledge of happening of the applicable Release Condition.

Upon receipt of the Notice, ESCROW AGENT shall send a copy to PARADIGM by certified or registered mail, postage prepaid, return receipt requested. If PARADIGM denies or disputes an alleged Release Condition, PARADIGM shall, within fifteen (15) days after the receipt of the copy of the Notice from ESCROW AGENT, deliver to the ESCROW AGENT a statement (the "Statement") identifying its dispute. ESCROW AGENT shall send a copy of the Statement to CUSTOMER by certified or registered mail, return receipt requested, and ESCROW AGENT shall continue to hold the Source Code in accordance with this Escrow Agreement. If ESCROW AGENT does not receive the Statement within the applicable time period, or if ESCROW AGENT is informed in the Statement that PARADIGM's denial of statements in CUSTOMER's Notice does not apply to certain applications or modules, ESCROW AGENT is authorized and directed to deliver a copy of the applicable Source Code to CUSTOMER. Upon delivery to CUSTOMER under any circumstances, the Source Code shall become a part of the licensed software (as defined in the License Agreement) and shall be subject to all of the license and confidentiality provisions and obligations set forth in the License Agreement.

In the event that PARADIGM delivers the Statement to ESCROW AGENT in the manner and within the time period set forth above, ESCROW AGENT shall not release a copy of the Source Code or any part thereof, to CUSTOMER unless (i) required to do so by order of a court of competent jurisdiction, or (ii) ESCROW AGENT has received written instructions with authorized signatures of both PARADIGM and CUSTOMER requesting release to CUSTOMER. The ESCROW AGENT may withhold release of the Source Code to the CUSTOMER if fees or costs owed by the CUSTOMER to the ESCROW AGENT are unpaid.

**3. Payments and Fees**

CUSTOMER shall pay to PARADIGM \$270.00 upon the execution of this Agreement for the establishment of an account plus \$135.00 for the initial deposit. Thereafter, CUSTOMER shall pay to PARADIGM \$135.00 per calendar year for maintenance of the account.

CUSTOMER shall pay to PARADIGM and PARADIGM shall pay the ESCROW AGENT \$405.00 as an Acceptance Fee for the establishment of the account plus \$135.00 for the initial deposit. Thereafter, CUSTOMER shall pay to PARADIGM and PARADIGM shall pay the ESCROW AGENT an annual fee for maintenance of the account according to the ESCROW AGENT's Schedule of Fees in effect from time to time, which amount is currently \$135.00 per calendar year. CUSTOMER shall pay the Acceptance Fee at the time the ESCROW AGENT signs the Escrow Agreement. CUSTOMER shall further reimburse ESCROW AGENT for all out of pocket costs in connection with its performance of services hereunder, including without limitation the cost of media, copies, delivery charges, long distance charges, postage, shipping, handling and insurance.

**4. Termination**

It is the responsibility of the CUSTOMER to forward the annual Escrow Fee to the ESCROW AGENT. Failure of CUSTOMER to pay the ESCROW AGENT the applicable fees, within 30 days written notice of payment due, shall result in the termination of the Escrow Agreement and ESCROW AGENT's obligations under the terms thereof, in which case ESCROW AGENT shall return the Source Code to PARADIGM.

This Agreement shall terminate upon delivery of a copy of the Source Code to CUSTOMER in accordance with the terms of this Agreement or the termination of the License Agreement, whichever occurs first. The delivery of a copy of the Source Code to CUSTOMER hereunder shall act as a termination of all of PARADIGM's responsibilities, all of PARADIGM's warranties, and all of PARADIGM's software maintenance obligations under the License Agreement and all other agreements.

**5. Limitation on ESCROW AGENT's Responsibility and Liability**

As a fiduciary, conservator, receiver or guardian of the computer disc that it receives, ESCROW AGENT's obligation is solely one of safekeeping. ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code. The ESCROW AGENT cannot and does not warrant the content of the computer disc that it receives from PARADIGM, which purports to contain the Source Code. ESCROW AGENT's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its CUSTOMERS at the same location. However, ESCROW AGENT shall not be responsible for any loss or damage to the Source Code due to changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of ESCROW AGENT. ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

In no event shall ESCROW AGENT be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or malfeasance. ESCROW AGENT shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

PARADIGM and CUSTOMER shall jointly and severally indemnify ESCROW AGENT against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of ESCROW AGENT), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

PARADIGM and CUSTOMER acknowledge that ESCROW AGENT has previously represented and represents PARADIGM regarding other transactions, but nonetheless enter into this agreement, consent to the representation by ESCROW AGENT of PARADIGM, and waive any conflict created hereby, whether actual or potential, real or perceived. Each party has been advised to seek legal representation prior to executing this agreement.

PARADIGM and CUSTOMER acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the ESCROW AGENT to perform hereunder or to represent PARADIGM as to matters unrelated hereto.

**6. Bankruptcy**

PARADIGM acknowledges that this Escrow Agreement is an "agreement supplementary" to the License Agreement as provided in Section 365(n) of Title 11, United States Bankruptcy Code (the "Code"). PARADIGM acknowledges that if a Trustee in a case under the Code rejects the License Agreement or this Escrow Agreement, CUSTOMER may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Code. After the commencement of a case under the Code by or against PARADIGM, and unless and until the License Agreement is rejected upon written request of CUSTOMER to the Trustee, Trustee (a) shall not interfere with the rights of CUSTOMER as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Source Code from the ESCROW AGENT. If the Trustee rejects the License Agreement or this Escrow Agreement and CUSTOMER elects to retain its rights hereunder and upon written request of CUSTOMER to the Trustee, the Trustee shall provide the Source Code to the CUSTOMER.

**7. Resignation**

The ESCROW AGENT may resign by delivery of a 30 day written notice to both PARADIGM and the CUSTOMER. The ESCROW AGENT will deliver the Source Code upon the joint written direction of PARADIGM and the CUSTOMER received within 30 days of the date on the ESCROW AGENT's notice of resignation. If no joint direction is received within the time period outlined, the Source Code will be delivered to Heyl Oats Vogel Insurance Agency, Attention Mr. Roddy Heyl, 5420 Klee Mill Road S, Sykesville, MD 21784-9230 to serve as acting trustee, until the parties mutually agree on a successor escrow agent.

**8. Miscellaneous**

**Complete Understanding.** This Escrow Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Escrow Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Escrow Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

**Notice.** Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

**Invalidity.** In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Escrow Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

**Effective Date.** This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland, and it shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Maryland.

## ***H.2 Conceptual Implementation Plan***

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

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

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

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

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

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

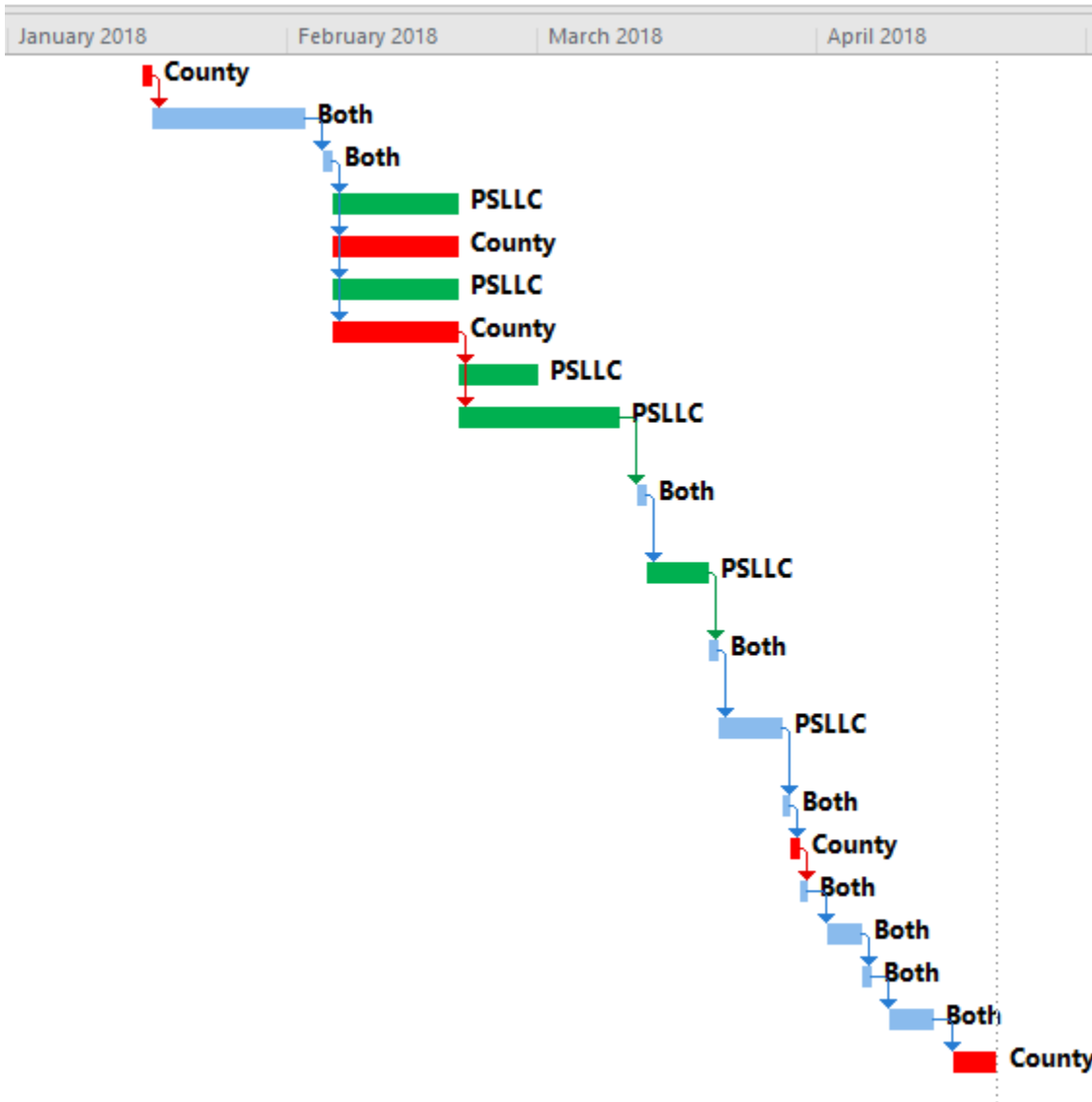
- Microsoft Project is utilized to identify tasks, milestones, responsibilities, and timelines for the project.
- PSLLC’s facility survey is used to gather necessary information required for setup.
- PSLLC’s internal Support Database is used to enter and track the status of any programming items and setup tasks. From this database, punch lists and sign-off sheets can be created and managed to ensure all functional requirements are completed and working as expected. Once live, the Support Database is used to manage the on-going use of the application.

PSLLC’s web site allows customers to enter support requests and track statuses of any support incident or task created to better manage the project as well.

The time frame to implement the proposed system will depend on several factors as mentioned in the scope of work and based on the method in which the Customer would like to implement the system. The CompuWeigh™ System has an all-inclusive executable, therefore, all software will be installed with a single installation. This is a sample Implementation Plan. PSLLC will work with the customer to develop a final document.

	Task Name	Duration	Start	Finish	Predecessors	Resource
1	Contract Award / Notice To Proceed	1 day	Tue 1/16/18	Tue 1/16/18		County
2	Agreement Execution	13 days	Wed 1/17/18	Fri 2/2/18	1	Both
3	Remote Kick-off Meeting	1 day	Mon 2/5/18	Mon 2/5/18	2	Both
4	Develop Project Management Plan	10 days	Tue 2/6/18	Mon 2/19/18	3	PSLLC
5	Develop Test and Acceptance Plan	10 days	Tue 2/6/18	Mon 2/19/18	3	County
6	Develop Training Plan	10 days	Tue 2/6/18	Mon 2/19/18	3	PSLLC
7	Complete Facility Survey	10 days	Tue 2/6/18	Mon 2/19/18	3	County
8	Import Trucks / Accounts / Rates	7 days	Tue 2/20/18	Wed 2/28/18	7	PSLLC
9	Review Facility Survey - Begin Database Configuration	14 days	Tue 2/20/18	Fri 3/9/18	7	PSLLC
10	Perform On-Line Demo with County data for County Staff	1 day	Mon 3/12/18	Mon 3/12/18	9	Both
11	Correct any issues discovered during on-line demo	5 days	Tue 3/13/18	Mon 3/19/18	10	PSLLC
12	Perform On-Line Demo with County data for County Staff (if necessary)	1 day	Tue 3/20/18	Tue 3/20/18	11	Both
13	Correct any issues discovered during on-line demo (if necessary)	5 days	Wed 3/21/18	Tue 3/27/18	12	PSLLC
14	Installation in County Test Environment	1 day	Wed 3/28/18	Wed 3/28/18	13	Both
15	Sign-off on initial software configuration	1 day	Thu 3/29/18	Thu 3/29/18	14	County
16	On-Site Installation	1 day	Fri 3/30/18	Fri 3/30/18	15	Both
17	On-Site Training	4 days	Mon 4/2/18	Thu 4/5/18	16	Both
18	Go Live	1 day	Fri 4/6/18	Fri 4/6/18	17	Both
19	Import Historical Transaction Data	5 days	Mon 4/9/18	Fri 4/13/18	18	Both
20	County Sign-Off of Final Acceptance	5 days	Mon 4/16/18	Fri 4/20/18	19	County

EXHIBIT B - Contractor's Proposal



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



## **Testing**

### **Test Environment**

PSLLC highly recommends that the Customer setup a test environment that closely matches the production environment as much as possible. A test application/SQL server would be setup and as many client machines as necessary would be configured with the software to be used for the following functions:

Prior to Go Live, the Test Environment would be used for:

- Testing of initial product delivered
- Training for the various programs and modules used by the Customer, as well as end user, administrative and IT training
- Testing of any updates installed prior to Go Live involving bug fixes, program enhancements, or program upgrades

Once the Customer is Live, the Test Environment would be used for:

- Training for any new users
- Refresher training for existing users
- Testing of any new updates prior to installing into production environment

To keep the database in sync, PSLLC has a PDDataSync application that we can schedule to run on your production server that will sync the tables that the Customer chooses to keep up to date in the test environment. This program gives you the control to choose which tables you synchronize and ensures your tests will closely resemble the production environment. Additional/spare hardware would need to be available to duplicate the production environment, but we do have programs such as a device emulator application that can emulate a scale indicator which can be very helpful in testing or training purposes involving processing transactions.

Regarding the handheld application, one or more spare handhelds can be used for the test environment if any testing/training needs to be performed on those units.

Regarding private data, again there are certain tables the Customer can choose not to sync. If there are specific fields within a table that the Customer does not want in the test environment, we can discuss modifying the PDDataSync application to keep that information out of the test environment.

### **System Testing**

PSLLC's approach to system testing involves thoroughly reviewing the facility survey and working with Customer staff to ensure every transaction scenario that crosses the scale is setup and handled properly in the system prior to training.

During training, PSLLC trainers will go over each unique scenario and ask the scale house operators to practice processing each of those scenarios. When possible, using a stack of tickets from the non-PSLLC system to enter into WeighStation helps operators to relate the process to the new system and helps test the new system to ensure information is storing and displaying properly and that fees are calculating correctly. During initial training though, we are more concerned with getting users familiarized with the process.

PSLLC recommends a parallel configuration to perform full system testing and can work with the Customer to determine the location and duration of the parallel testing. At a minimum, Paradigm typically recommends doing one or more days of full parallel testing, including processing all transactions for the day and running as many reports as possible on that day to be able to compare tonnages and fees within all aspects of the system. If reports do not match and one or more specific tickets did not duplicate correctly from prior system, either due to user error or a program bug/configuration issue, we can void the incorrect tickets, re-enter those tickets, and re-run the reports to ensure tonnages and dollar values match. At that point, testing can be accepted, but the Customer and PSLLC can always discuss if additional parallel testing is needed to ensure Customer and PSLLC are confident with the solution.

### **Test Planning**

The testing strategy is to train each user how to perform all of their daily processes, whether that be transaction processing for a scale house operator, truck or account management in the office, or debit memos/credit memos for an accountant. The test plan will involve various unit and parallel testing measures to ensure all processes can be successfully and accurately performed in the new system. PSLLC and the Customer will unit test each module purchased by the Customer, further broken down by specific processes within certain modules or applications, again to ensure that each end user can perform all existing and new functionality that is required. Unit testing areas include:

- WeighStation
  - Processing Transactions
  - Reports
  - Z-Out and End of Day Processes
  - Administrative Duties
- CompuWeigh
  - Account Edit
  - Truck Edit
  - Transaction Edit
  - Reporting
  - Posting
- Modules
  - A/R and Aging Module
    - Posting
    - Invoices
    - Debit Memos
    - Credit Memos
    - Finance Charges
    - Payments
    - Aging
    - Administrative Duties
  - Unattended Module
  - Message Queuing Module

Some of the tasks that the WeighStation users will learn:

- Begin the application, sign-on and initialize the WeighStation program for daily operation,
- Access the various screens of the WeighStation program and execute the functions of each screen,
- Process user transactions by account, truck and/or residential user,
- Perform end-of-day processing.

Some of the tasks that the CompuWeigh™ users will learn:

- Begin the application, sign-on and initialize the CompuWeigh™ program for daily operations,
- Access the various screens of the CompuWeigh™ program and execute the functions of each screen,
- Set up new accounts or modify existing accounts,
- Perform administrative account maintenance,
- Print management reports and create new ad hoc reports,
- Perform posting to accounting,
- Transfer files to the customer's accounting application (if applicable),
- All accounts receivable and aging training (if applicable), and
- Perform database maintenance and end-of-day procedures.

### ***H.3 Conceptual Training Plan***

The following is a sample training plan for the CompuWeigh™ System. All training will be provided by PSLLC staff members.

<b>Time (estimated)</b>	<b>Task</b>
8:00 AM – 11:30 AM	<p style="text-align: center;"><b>WeighStation Training:</b></p> <ul style="list-style-type: none"> <li>• Train Employees (Office Staff and Scale operators) on WeighStation Program</li> <li>• Enter Practice Tickets</li> <li>• Discuss Procedure for Running Parallel</li> </ul>
12:30 PM – 3:30 PM	<p style="text-align: center;"><b>CompuWeigh Training:</b></p> <ul style="list-style-type: none"> <li>• Train Employees (Office Staff) on CompuWeigh Program; Account Maintenance; Truck Maintenance; Transactions; Posting; Reporting; Security/User Rights</li> </ul>
3:30 PM – 4:30 PM	<p style="text-align: center;"><b>Additional WeighStation, CompuWeigh, Admin, or IT Training (as needed):</b></p> <ul style="list-style-type: none"> <li>• Provide additional training sessions, as needed</li> <li>• Review Game Plan For Go Live</li> </ul>

PSLLC has developed a comprehensive training program to instruct the scale house operators in the use of WeighStation and users/management in the use of CompuWeigh™. PSLLC's policy of transitioning from the client's current software and converting the truck and account data prior to the installation will allow the customer the opportunity to be trained using their own account information. This will provide the users with the ability to train on familiar data and relate the Paradigm Software, L.L.C. Response

training to day-to-day operations at their location. We have found this to be a great benefit for the users in the operation of the software, as this will help generate questions on how to handle certain situations pertaining to their responsibilities. The training sessions will be conducted over a designated period during which employees will utilize the current version of our standard operator's manual and perform hands on operation of the CompuWeigh™ System at each level of responsibility. A schedule for training the Customer's personnel will be mutually agreed upon and every attempt will be made to coincide with current work schedules. PSLLC also has the capability of providing some initial training and/or demonstrations of the software via the internet. We utilize a Web Conferencing solution for this feature. The Customer would need access to a high-speed internet connection in order to utilize this option. Training guides and cheat sheets are provided within the training sessions. PSLLC believes training is critical to the overall success of the project. Training within the WeighStation program **generally** takes 3-4 hours of classroom and hands-on exposure. Training in CompuWeigh™ is based on the level of expected responsibility for the users and generally requires 2-3 hours' classroom and hands-on exposure. For comprehensive reporting, an additional 2-3 hours would be required. Our documentation manuals contain detail and specific processing information. Some of the tasks that the WeighStation users will learn are begin the application, sign-on and initialize the WeighStation program for daily operation; Access the various screens of the WeighStation program and execute the functions of each screen; Process user transactions by account, truck and/or residential user; Perform end-of-day processing. Some of the tasks that the CompuWeigh™ users will learn are begin the application, sign-on and initialize the CompuWeigh™ program for daily operations; Access the various screens of the CompuWeigh™ program and execute the functions of each screen; Set up new accounts or modify existing accounts; Perform administrative account maintenance; Print management reports and create new ad hoc reports; Perform posting to accounting; Transfer files to the customer's accounting application (if applicable); All accounts receivable and aging training (if applicable); Perform database maintenance and end-of-day procedures.

**Training Matrix**

PSLLC can create a training matrix with the assistance of the Customer's Project Manager to identify each member that needs training and the type of training that is needed. This can identify when the training is scheduled for this individual and when the training has been accomplished. PSLLC also recommends having a sign-in sheet for the training classes to identify that the member has attended the training session. A sample matrix is provided below.

Employee	Training Needed	Date of Class	Time of Class	Employee Attended	Employee Signature
Operator #1	WeighStation	XX/XX/17	8:00 am		
Operator #2	WeighStation	XX/XX/17	8:00 am		
Financial	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		
Manager	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		
IT	Administrator	XX/XX/17	2:00 pm		
Office/Clerical	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		

#### ***H.4 Conceptual Change Management Plan***

On the following page is a sample change management plan for the CompuWeigh™ System. This plan identifies and explains the description and reason for the requested change, and the impact of the change on the project (either financially, process or both). Since the change can be a configuration, customization or an additional module, PSLLC will identify and recommend to the Customer the appropriate implementation process. The change will be communicated between the project managers and implemented in the test environment to ensure the change is working properly prior to loading into the production environment. By implementing in the test environment, the day to day operation of the facilities will not be adversely affected if the change does not fully conform to the requirements of the Customer. With this process, any issues will be minimized and controlled within the test environment.

Change Request No: \_\_\_\_\_ Date: \_\_\_\_\_

System: \_\_\_\_\_ Scale House   
Other

Is requested change to address a governmental requirement?

Yes  No

If yes, please indicate which local/state/federal requirement and attach a copy of the requirement.

---

*Go to Page 2 and complete the Change Description, Reason, and Impact. Leave the Request Disposition blank. Once form has been completed, send to Customer Project Manager for review.*

---

Request Disposition (to be completed by Customer Project Manager):

Change Request Denied/Deferred:

If denied/deferred, state reason:

---

Change Request Approved for Vendor Review:

Request Number: \_\_\_\_\_

Will the requested change affect the schedule?

Yes  No  Unknown

If yes, indicate how the schedule may be affected:

---

Approval Signatures:

Customer Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Description of Requested Change:

Reason for the request:

Impact to the operation or system:

Any changes to the original scope of work that may have an impact on project costs or contract term will require the approval of the Customer via an amendment to the contract prior to beginning any work.

## **H.5 Support**

PSLLC offers our customers a comprehensive maintenance program through our Standard Support Services Agreement. Our member support team is available from 7:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, except holidays. After hours' support is available for emergencies at no additional charge. Support can be reached by dialing (410) 329-1300. After hours, the message will instruct our customers to the extension of our technician's cellular phone. PSLLC offers the same level of support to all of our customers and provide the same service and support attention to all customers alike. All customer of PSLLC are important and receive fair and equal treatment. Enhancements, updates, upgrades, and fixes are delivered through email, from our ftp site or via the mail on CD. PSLLC is continually making improvements to our software and a new update is usually available on a weekly basis. Customers can obtain these updates at any time via any of the above means. Any and all issues for support of the software are to be reported to PSLLC via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email [support@paradigmsoftware.com](mailto:support@paradigmsoftware.com) with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. PSLLC is constantly improving our support call tracking workflow in order to continue to provide outstanding support and service to our customers. We have implemented our new and improved website which includes a knowledge base, ftp site for updates, etc. We have the ability to utilize Remote Desktop applications such as LogMeIn Rescue, TeamViewer, VPN, etc. to provide efficient remote access technical support for our customers. PSLLC support staff maintains every support issue in an internal support tracking system. This allows for reporting and timely resolution tracking on per technician and per customer basis. PSLLC typically does not have outstanding bug fix issues. If a bug is reported it is usually fixed on the same day it is identified. Most outstanding items are customer specific based on business rules for a specific site or a hardware/network failure.

PSLLC offers a variety of methods for support. We offer phone, email and website submittal support). Our normal business hours are 7:00 am to 6:00 pm Eastern Time Monday through Friday excluding company holidays (which are currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). After hours' emergency support is available 24/7. We have included an example of our web support functionality on the following pages where you can track the status of your open requests. All software and hardware provided by PSLLC are included in the support of the solution and in the Agreement.

### **H.5.1 Remote Support**

PSLLC works with our customers to provide remote support that meets the Customer's requirements. We have used VPN's, remote desktop, LogMeIn123Rescue and a variety of other options based on customer requirements. By having remote access to the system will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.

### **H.5.2 Support Methods**

PSLLC offers a variety of methods for support. We offer phone, email and website submittal support). Our normal business hours are 7:00 am to 6:00 pm Eastern Time Monday through Friday excluding company holidays (which are currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). After hours emergency support is available 24/7. We have included an example of our web support functionality on the following pages where you can track the status of your open requests.

### H.5.3 Customer Web Portal

PSLLC has implemented our new website that offers our Customers the ability to track their open issues, access to our knowledgebase and other options right from our website.

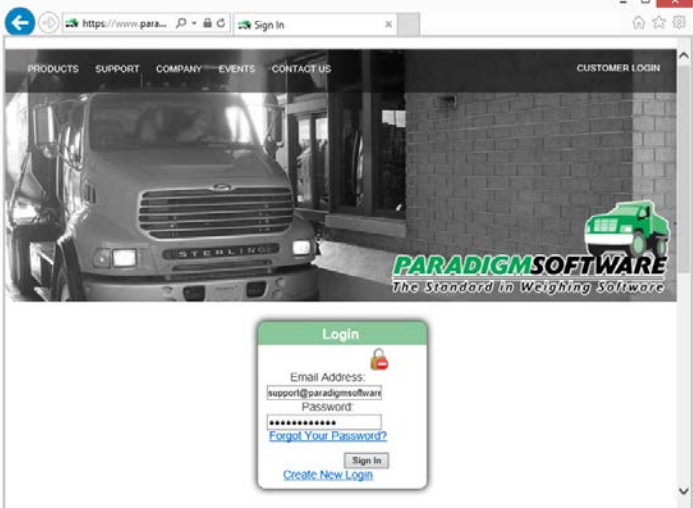
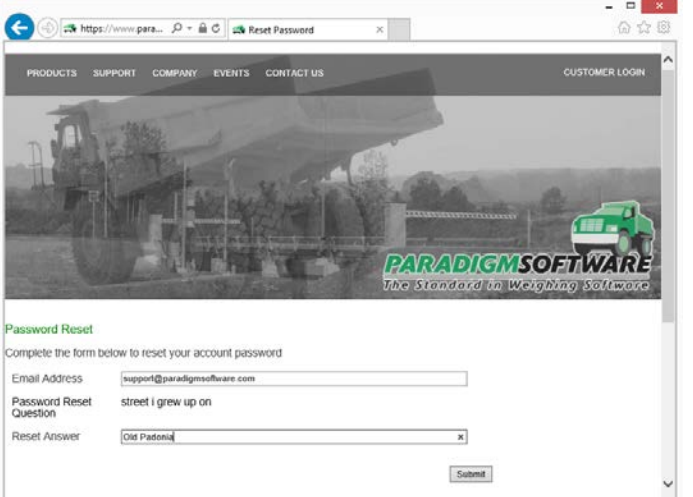
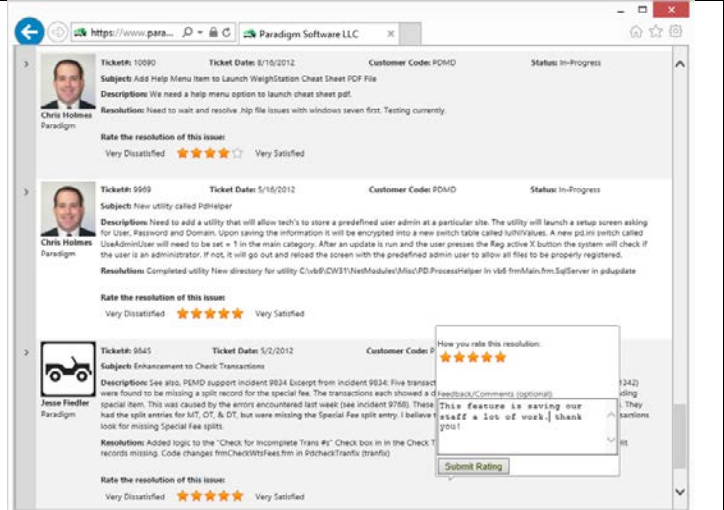
<p>Customer Login Screen</p>	
<p>Self-Registration Screen</p>	
<p>Password reset capabilities using industry best practices.</p>	

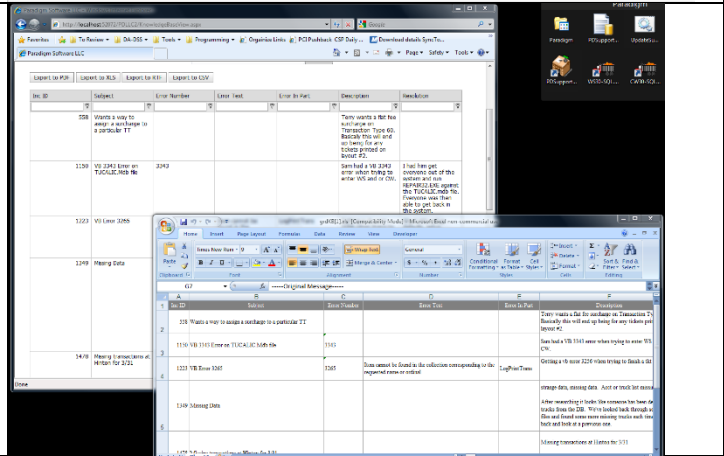


EXHIBIT B - Contractor's Proposal

This is a view of open tickets with our support team for an individual customer. Data selection and entry tools using controls built for a purpose allow for quick, easy and accurate information.



The following shows data exported in different formats. You can view or save data by export to many popular file formats.



**H.5.4 Disaster Recovery Plan**

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

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

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## I. Attachment E – Cost Proposal

Proposer: Paradigm Software, L.L.C.

Cost Categories	One Time Initial Costs	Year 1 Costs	Year 2 Costs	Year 3 – 5 Costs	Explanation/Notes (if necessary)
<b>Project Costs</b>					
Software	\$32,590	\$0	\$0	\$0	
Implementation	\$14,700	\$0	\$0	\$0	PSLLC can provide training after go-live on a time and material basis.
Maintenance	\$0	\$0	\$0	\$0	PSLLC can create a custom maintenance plan if the County would like for us to completely maintain your solution. Updates can be performed simply by County staff or PSLLC can perform them for a nominal fee.
Support	\$0	\$5,488.50	\$5,598.27	\$17,475.61	
Training	\$17,300	\$0	\$0	\$0	PSLLC can provide training after go-live on a time and material basis.
Other	\$1,600 \$495 \$4,000	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	Data Conversion 2-port Perle (to control scales)  We have placed \$4,000 in the pricing as a place holder for report creation. We will only invoice for time used and approved by the County. This is a line item for the reports provided in the RFP Exhibits.
<b>Cost</b>	<b>\$70,685</b>	<b>\$5,488.50</b>	<b>\$5,598.27</b>	<b>\$17,475.61</b>	
<b>Total 5 Year Costs</b>					

**Total Cost through five year of live use \$99,247.38**

Year 1 assumption is 7/1/18 – 6/30/19 with a targeted 7/1/18 go live date

If PSLLC is to host the Web Reporting and Payment Module additional monthly fee would be required. Estimate of \$1,200 per month.

EXHIBIT B - Contractor's Proposal

Please include a breakdown of all costs in your Proposal

<u>Qty</u>	<u>UM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
<b>CompuWeigh™ System Software</b>				
2	LN	WeighStation Program license*	\$5,500.00	\$11,000.00
1	FF	MSMQ Module*	\$1,500.00	\$1,500.00
8	EA	1-concurrent user CompuWeigh™ Program*	\$500.00	\$4,000.00
1	FF	Accounts Receivable and Aging Module*	\$2,500.00	\$2,500.00
1	FF	Alerts / Rules Module*	\$2,500.00	\$2,500.00
1	FF	Insufficient Funds / Split Payments*	\$1,500.00	\$1,500.00
2	LN	WeighPay Module with Signature Capture8 (Customer must enter into an agreement with Axia, CardConnect or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with Axia, CardConnect or Elavon are not included in PSLLC pricing unless specifically noted.)	\$1,795.00	\$3,590.00
1	FF	Web Reporting and Payment Module*# (with credit card integration to an approved provider) - the County can host and would be responsible for all SSL and maintenance costs or PSLLC can host and additional monthly hosting fee will apply and will be listed as a separate line item	\$10,000.00	\$10,000.00
<b>Software Sub Total</b>				<b>\$36,590.00</b>
<b>Software Discount</b>				<b>(\$4,000.00)</b>
<b>Paradigm Software Sub Total</b>				<b>\$32,590.00</b>
<b>Customization and Hardware</b>				
1	FF	Software Customization – Data Conversion (Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s).)	\$1,600.00	\$1,600.00
20	HR	Report Development Time - Will only be invoiced for time used.	\$200.00	\$4,000.00
1	EA	2-port Serial Server	\$495.00	\$495.00
<b>Configuration and Customization and Hardware Sub Total</b>				<b>\$6,095.00</b>
<b>Installation/Training</b>				
1	EA	Remote Kick-Off Meeting	\$1,600.00	\$1,600.00
2	DY	Remote Installation/Training - To be used for remote installation in test and production environments	\$1,600.00	\$3,200.00
4	DY	On Site Training - 2 techs	\$4,325.00	\$17,300.00
2	DY	On Site Installation/Go-Live - 2 techs	\$4,950.00	\$9,900.00
<b>Installation and Training Sub Total</b>				<b>\$32,000.00</b>
<b>Project Sub-Total</b>				<b>\$70,685.00</b>

EXHIBIT B - Contractor's Proposal

<b>Annual Technical Support</b>	\$5,488.50	
<b>Year 1 Total</b>		<b>\$5,488.50</b>
<b>Annual Technical Support</b>	\$5,598.27	
<b>Year 2 Total</b>		<b>\$5,598.27</b>
<b>Annual Technical Support</b>	\$5,710.24	
<b>Year 3 Total</b>		<b>\$5,710.24</b>
<b>Annual Technical Support</b>	\$5,824.44	
<b>Year 4 Total</b>		<b>\$5,824.44</b>
<b>Annual Technical Support</b>	\$5,940.93	
<b>Year 5 Total</b>		<b>\$5,940.93</b>
<b>5-Year Annual Support Sub-Total</b>		<b><u>\$28,562.38</u></b>
<b>5-Year Project Total</b>		<b><u>\$99,247.38</u></b>
<b>Standard Terms for Project Sub-Total (excluding Annual Support)</b>		
30% - Due Upon Contract Execution		\$21,205.50
30% - Due Upon Installation in Test Environment		\$21,205.50
30% - Due Upon Go-Live		\$21,205.50
10% - Due Upon Customer Acceptance		\$7,068.50
		<b><u>\$70,685.00</u></b>

\* Used to calculate Annual Technical Support

# If PSLLC is to host the Web Reporting and Payment Module additional monthly fee would be required. Estimate of \$1,200 per month.

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## **J. Other Non-Financial Criteria**

The following section includes detailed information on other Non-Financial related materials.

### ***J.1 Baseline Product***

Updates to the software are available to all customers with an active support agreement. We send out monthly newsletters that outline new features of the application. When a customer is interested in a new feature, PSLLC can provide the customer with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the customer either through our website or FTP site depending on the customer's access requirements.

### ***J.2 Bug Fixes***

PSLLC tracks all customer inquiries in our Support Database. Each inquiry is assigned an Incident ID that can be monitored by the customer from our website. Most inquiries are handled immediately by our support team, but we have an escalation procedure in place if additional assistance is needed. PSLLC staff meets regularly to identify programming tasks and set priorities based on customer input and business requirements.

### ***J.3 Ranking Scale***

All PSLLC customers are valuable and important to us. We understand that the software is a critical part of your business operation and therefore have developed a product with unmatched reliability. PSLLC ranks inquiries as Emergency, High, Medium, Low and Wish List. Examples of emergency inquiries are that a system is down, hardware failure that affects all operations, or other outage scenario. High inquiries are items that affect the daily process of business but are not a show stopper, a work around may be available to assist the customer until the fix is in place. Medium inquiries are items that may or may not affect the daily process and a work around is available and the customer has identified this as important but not a show stopper. Low inquiries are usually configuration settings and are resolved on a call to our support department. Wish list items are ideas or input from our customers that would be considered for future updates or upgrades to the application.

### ***J.4 Client Enhancements***

PSLLC welcomes input and ideas from our customers. We value your input and are open to discussing enhancements. PSLLC will work with you to identify your request and provide a scope of work to outline the enhancement. Depending on the enhancement a price quote may or may not be necessary. Once the enhancement has been detailed, we will place this in our prioritization queue for implementation.

Depending on the enhancement, PSLLC may poll our other customers to see if this request would be beneficial to other users. Based on this response, PSLLC will determine if the enhancement should be included at no charge or a nominal fee would need to be charged in

order to implement. In some cases, we have a couple customers who have the same business need and those customers have agreed to share in the implementation costs.

### ***J.5 User Groups***

PSLLC holds Annual User Group meetings in order to keep our customers up to date on the software and its enhancements. We bring 3-4 employees to these meetings in order to have multiple contact points for the participants to ensure questions are answered. We have also started looking into regional user groups for our customers to participate in as well. PSLLC is happy to participate. In addition, we email quarterly newsletters with valuable information for our customers. We have these meetings on an annual basis as long as our customer base participation warrants.

### ***J.6 Customer Responsibilities***

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

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

While on-site the Customer participation necessary would be as follows:

- A designated project manager(s) for assistance with staff coordination and Customer contacts.
- A network administrator for configuration, troubleshooting, modifying the communication network.
- End Users for class room and hands on training.
- System acceptance tester to verify the readiness of the system.
- Work area for PSLLC personnel to work when on-site.
- 

### ***J.7 Supporting Testimonials***

PSLLC had the privilege of being interviewed for the following article written by Ed Ritchie which was recently published in the March/April 2014 edition of the MSW Magazine. The article titles *“Resetting the Scales”* discusses the latest developments in scale management systems. One of our many satisfied customers, Deb Bush at Pinellas County, FL was also interviewed for this article and provides insight in the system and how the software and PSLLC have benefited her operations. The article can also be viewed on MSW Management's website - <http://foresternetwork.com/daily/waste/resetting-the-scales/>.



# Resetting the Scales

Automatic systems mean accurate transactions, fast reporting, and smoother operation.

BY ED RITCHIE

**A**re you up on the latest developments in scale management systems? When it comes to billing and reporting at landfills and transfer stations, this is a technology that speeds up transactions, cuts hours and days off of reporting tasks, boosts accuracy, and literally redefines the work environment in most every aspect. Does it sound too good to be true? Well, let's start with a look at how automation helped Deb Bush turn around her organization's operations at Pinellas County Solid Waste. Then we'll see some examples of the industry's best offerings. And we'll also provide a link to an RFP that you can use to get proposals to upgrade your operations.

Deb Bush took on a tough assignment when she became manager of The Pinellas County Solid Waste department. It's an integrated solid waste system that has a waste-to-energy (WTE) plant and two landfills. The scales handle more than 1,000 transactions per day, and operations depend on many reports and accurate accounting procedures, in part because of the sorting, and the fact that less than 15% of the waste received ends up in the landfill, while the remaining 85% is converted to energy in the WTE facility. With a capacity to burn 3,150 tons of garbage daily, the WTE facility requires plenty of record keeping, even down to the ash that's generated from the combustion of solid waste, which is transferred to a residue storage and processing building. There's also a landfill for mulch, and all these activities are handled by a variety of independent contractors.

The movement of materials for the WTE plant requires tracking, as does the landfill, and Bush wanted software that would track all scale activities, print tickets, and create video logs. "We needed a better tracking system all around, and it had to tie in to the contracts for operators and the movement of the material around the site," Bush recalls. "The software I inherited wasn't up to the job, and we were

eight months behind the end of our fiscal year and hadn't balanced things. Every time we pulled a report, there was a different number. We were over 1,000 transactions a day that accounted for \$130,000 worth of business, yet there was no way for us to make sure that we had good cash controls, because we couldn't track things. Also, I suspected that there was theft, and our inspector general office confirmed the problem, but we couldn't say how

from a certain date, and it will run that report and show them the data on those transactions. The data can be exported to EXCEL spreadsheet or an RTF file or PDF file."

The county also has the option to offer paperless statements to avoid printing and mailing costs. Customers can make payments by check through the mail or online with a credit card, and it's automatically updated upon approval. The process is fast enough to clear an



much because we didn't have video or logs tracking scale activation." Bush gathered her staff and department heads together, and created an RFP to find a supplier that could provide a solution. The search led her to Paradigm Software LLC, of Cockeysville, MD.

"They have six scale lanes, and they do everything from signature capture to drivers license scanning and video monitoring, and it's all tied into our application," says Jackie Barlow, II, vice president at Paradigm. "They allow their customers to have access to a secure website, and they can run reports on older data. So instead of having vendors asking Pinellas County for a reprint or data on a ticket, they can log into the system and see transactions

account for a truck that was turned away at the scales for lack of payment, so it can get back in line without leaving the site. "Paperless billing includes the ticket at the time that driver crosses a scale," Barlow adds. "So it can be an e-mail copy sent to a specified e-mail address every time the transaction is processed, and a batch at the end of the day or any other time. Now if the driver loses his ticket there's still a copy sent as an e-mail so the company doesn't have to call the county and take an employee's time with a request for another ticket."

The paperless system integrates well with Pinellas's video system, and helps with the site's unattended scales. "I don't have just a software package," Bush explains. "It's also tied into

video and everything communicates. So I have videos of trucks on the scale, the contents of the truck, the driver, the tags, and the scale operator. If somebody says they didn't make a trip across the scales and drop a load we can pull it up and identify the truck and the driver." The system reduces wait times for onsite contractors by automating a set of unattended double lanes that are designated for use by contractors moving material between the facilities.

"Those trucks have transponders," Bush adds, "and all the data is captured by the system, so we don't have to manually input the information and it removes the potential for errors and speeds up the daily reports for our contractors at the landfill and waste-to-energy operations. In the past sometimes it would take two to three days before the scale supervisor could figure out a problem with a transaction, so the reports were behind. Now the reports are distributed at 10 o'clock every morning, and they're accurate, so it's very rare that we have problems."

Timely reporting is critical for meeting state and local regulations at the city of Napa, CA, says Chris Shoop, management analyst (recycling coordinator) for the City of Napa Public Works Department. "The most com-

mon reports we use are tracking materials and transactions so we can determine how much of something came in or came went out for specific customers within certain periods of time," says Shoop. "The city of Napa has been using Soft-Pak for eight years in the scale house at our recycling and compost facility. We conduct and manage a variety of different scale transactions, capturing and tracking needed data and producing various informational reports. This system has the capability to run those easily, and we can do something as broad as facilitywide or we can drill down to the individual material type or an individual customer if we like."

One of the keys to accuracy in the production of instant updates is RFID/ Bar Code technology, according to Brian Porter, president of Soft-Pak in San Diego, CA. "The RFID/ Bar Code technology allows Napa Valley to instantly close work orders and make data available for reports and analysis," says Porter. "Too many waste haulers have different scale programs that either upload late in the day or only provide for manual data input. The Scale-Pak software was designed to instantly update Soft-Pak's main database with the driver's activities, work orders, and productivity. This real-time

information flow assists scale operators, back office personnel, and management's oversight of their different operating units."

The system also works with unattended scales for both intercompany and cash customers during normal operations or during off hours. This cost-saving feature allows for additional capacity and efficiencies without incurring overtime or employing additional resources. There's a variety of options for defining user qualifications and billing methods, Porter adds, "Some customers have taken this a step further, and allowed certain qualified customers to dump during off hours by provided either a scale ticket or a credit process for third-party haulers. Again, allowing the scale entity to collect revenues off hours while still maintaining controls of payments by knowing who is going in or out of the facility." Further verification is possible by capturing driver signatures at a scale station. The signature is automatically stored in the system to alleviate billing discrepancies when invoices are presented.

Shoop adds that automation has made a great impact in controlling long lines at the scales. "We brought in about 120,000 tons of material last year, and our business is growing. The transaction process at the scales

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# LEACHATE DISPOSAL

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happens very quickly. There's a few screens to go through and you can print out a ticket and receipt for the customer. If it's a cash customer they can pay by credit card, and if it's a billable customer we have accounts and the software allows us to add the transaction

and it's billed monthly. Actually, the software has more capabilities than we currently use but we expect things to evolve and have the software evolve with us."

With reporting requirements growing in complexity, scale operations and management

systems have to evolve to keep up with the breakneck pace for landfills, recycling, and transfer stations, according to Joe Everman, business manager for Mettler Toledo in Columbus, OH. "There's a tremendous amount of reporting required for the waste industry," says Everman, "It's driven by compliance regulations on the state and local levels, and these vary by governments. For example, operators in California have to adhere to all California state laws in regard to tonnage and usage of landfills and how much reduction is taking place in the green space of a landfill—and also how much is going to recycling and how you're tracking these recyclables."

To make compliance and reporting easier, Mettler Toledo is introducing DataBridge SS, the company's next-generation vehicle scale software, designed to replace the company's current software product OverDrive, a weight and data management product. "Data Bridge MS is our next-level product scale management system," says Santosh Nachu, product manager for vehicle scale software with Mettler Toledo "It manages entire systems, and at this level operations include unattended terminals, with lights and gates to manage. So rather than make it complicated, we have those instructions built in."

Quick setups and even quicker data capture are needed as the industry has evolved, says Everman. "Five years ago, 50% of our business was batched information and a 24-hour turnaround was adequate. But now it's down to less than 20%, and the other 80% needs real-time transmission to a central administration point for invoicing and billing and reporting. The second trend we're seeing is more and more unattended scale houses. They have to be driver friendly because this is a global product and it's available in all types of languages. For example, in California and Florida, where you have Spanish-speaking people, they can go to an unattended terminal and choose between English and Spanish or another language."

Data Bridge takes the process a step further for operators that want to limit driver input. By issuing a badge with a magnetic strip, all the driver has to do is swipe the badge and the system identifies the holder and the language. "You can add a video camera to take a picture of the driver and the contents of the drop," notes Nachu. "Then it can be used for auditing purposes to reconstruct a transaction or to review the approvals and the history of when the load came into the landfill or transfer station"

For reports, the software provides controls

## Scale Automation Resources

### Mettler Toledo

[www.mt.com](http://www.mt.com)

Manufacturers of DataBridge SS, comprehensive vehicle scale software for automation of vehicle weighing operations. It includes features for organizing, transactions, record keeping, data analysis, and reporting.

### Paradigm Software

[www.paradigmsoftware.com](http://www.paradigmsoftware.com)

Complete scale operating systems for automation of scale weighing and associated record keeping, accounting, and reporting functions. Plus video integration and unattended system management.

### Scale Automation Systems

[www.comprosystems.com](http://www.comprosystems.com)

Full-service scale and weight data management systems, including RFID and bar coding.

### Soft-Pak Software Solutions

[www.soft-pak.com](http://www.soft-pak.com)

Solutions for both small and large hauling operations; handling all aspects of billing, routing, customer service and scale operations, including RFID and bar coding.

### Carolina Software

[www.wasteworksonline.com](http://www.wasteworksonline.com)

Products designed to provide a comprehensive approach to waste management information. Features include weighing, billing, accounting, reporting,

### Interface Logic Systems

[www.interfacelogic.com](http://www.interfacelogic.com)

Applications to manage solid waste above and below ground at landfills and transfer stations.

### Rice Lake Weighing Systems

[www.ricelake.com](http://www.ricelake.com)

Manufacturer of weight-related products and process-control equipment.

### Air-Weigh

[www.air-weigh.com](http://www.air-weigh.com)

Products include the LoadMaxx Truck Scale, combining hardware and software technology to accurately measure and display steer and drive axle group weights.

### Cardinal Scale Manufacturing Co.

[www.cardet.com](http://www.cardet.com)

Software systems for communicating with weight indicators to collect accurate data.

### Emory Winslow Scale Co.

[www.emorywinslow.com](http://www.emorywinslow.com)

Hydrostatic truck scales for waste transfer facilities, landfills, and scrap and recycling facilities.

### Fairbanks Scales

[www.fairbanks.com](http://www.fairbanks.com)

Industrial weighing equipment and service through a network of Fairbanks sales and service representatives and authorized distributors.

### Unitec Corp.

[www.uniteccorp.com](http://www.uniteccorp.com)

Manufacturer of truck scales.

### Vulcan On-Board Scales

[www.vulcanscales.com](http://www.vulcanscales.com)

Design and manufacturing of strain gage based sensors and load cells. Complete in-house capability: engineering, machining, assembly, and testing.

### Vishay Precision Group

[www.vishaypg.com](http://www.vishaypg.com)

PM Onboard and SI Onboard brands for onboard weighing and overload monitoring systems for vehicles.

## Weights and measures

By Lori Lovely

"Everyone has worked off load-cell-based weighing systems," says John Riley, business unit manager for SI Onboard, the world's largest load cell manufacturer. But now there's a new method of onboard weighing that measures the change in angle of a truck's leaf springs. "The industry needed a new method."

LoadGuard is a simple yet advanced monitoring system rather than a weighing system. Small sensors mounted to the leaf springs monitor changes in the angle as weight is added to the truck. Suitable for trucks of 8.3 tons and above, it adapts to all suspension types (air, mechanical, or combinations) and all truck types (rigid, tractor-trailer, or multiple trailer).

The system measures suspension loading on the axles, providing a display of gross vehicle weight and individual axle weights, with visual and audible alarms to alert when legal limits are exceeded. Reliable and accurate even in rugged environments, the system doesn't need frequent recalibration or repair typical of competitive systems. Neither does it add 600–700 pounds of weight like onboard scales do. It weighs 4 pounds and is easily installed in four hours.

Operating overloaded vehicles can result in heavy fines and damaged vehicles, states SI Onboard. Overloading can also increase safety and liability risk. However, not loading to the maximum legal payload results in lost profits and reduced efficiency. By accurately monitoring payload, fleets can increase safety for the

drivers and the public; extend the life of the transport vehicle; reduce costs for maintenance, repair, and tires; increase fuel efficiency while simultaneously reducing greenhouse gas emissions; and keep operators within legal weight limits, while still operating at maximum payload.

Riley says the system can pay for itself in as little as one day. The city of Tulsa's municipal water department fleet earned an overweight fine of \$6,000 when the wet soil excavated during the repair of a waterline break was overloaded onto a truck and hauled offsite. By switching to LoadGuard, the department was able to prevent a 15,000-pound overload from resulting in an additional fine, because the crew could easily see the need to make two loads instead of one, he says.





to drag and drop a column header for grouping or sorting. "You can manipulate this massive trove of data and filter down to exactly what you're looking for and export that into various files," says Nachu. "There's also the ability to visualize and populate a chart to see

data on customers and metrics, because when you're looking at a sheet of paper it's hard to visualize numbers, but if you can put them in some sort of graph and show a relationship between the entire span of data, that's something valuable to make a quick decision on.

The whole point of reports is to understand your business, and graphs are better than a whole bunch of numbers for visualizing the information."

We started in Florida, and branched out to software that's designed for worldwide


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usage, but let's circle back to Florida to see what it takes to keep the scales at the Solid Waste Authority of Palm Beach County running efficiently. The authority provides solid waste disposal and recycling services and programs to the county's 1.4 million residents and businesses. Solid waste and recycling collection services are also provided to the residents and businesses in unincorporated Palm Beach County through private haulers under exclusive franchise agreements. To keep track of the high volume of traffic and material processing, the SWA uses AutoPro X Data Collection software from Scale Automation Systems, Dunbar, WV.

"The SWA has collection transfer stations all over the county, where city and private trash haulers bring their trucks," explains Mike Shafer, sales manager for Scale Automation Systems. "The material has to be sorted for either a landfill or a waste-to-energy facility, and they use our system countywide to automate the weighing function with their trucks, and the private companies and local residents. Previously, there were problems with their original system, because the staff did things by hand and the terminals didn't even capture the weight off the scales."

With 700 to 800 vehicles a day, the sheer volume caused mistakes, such as long lines, and trucks ending up at the wrong tipping floor sections, which caused intermixing of materials that bogged down operation when personnel had to hand sort the mixed waste. "That was solved when we implemented the bar coding and classification of materials and tracking in real time," Shafer recalls. "Now if a truck goes to the wrong tipping floor, the system stops them with a display that's bilingual and flags the operations people to warn about a truck unloading in the wrong place, and they can use their radios to stop them."

Bar coding and directions for dumping of loads are critical to the SWA's operations, says Shafer. "The waste has to be tracked, and there can't be intermingling of different waste materials and categories, because the waste-to-energy plants have their own collection points for metals and plastics. The trucks have RFID tags and there's a scale specifically for the trucks leaving the landfill and sorting areas. The tags are scanned at terminals designed so drivers don't have to get out of their trucks. The terminal asks questions about the load and prints a receipt. It's all linked to the county's accounting system, and data is processed on a large

mainframe server for reporting in real time, so the information is available immediately."

For the future, the SWA is looking at unattended low-volume transfer stations specifically to handle the county's municipal trucks-only accounts. Those stations will benefit from the progress in RFID technology because RFID tags are no longer just passive carriers of data. Shafer notes that the new systems have reading and writing capabilities that can further boost efficiencies. "When a truck comes to facility, you can read the RFID tag and do the processing. And instead of printing the ticket, an electronic ticket is transferred back to the truck's tag, so the tag stores the data and it can be read and updated at every stop on its route. So there's a history of the vehicles activities, and by fully automating this process, you eliminate the human error factor, and that saves time and money."

Saving time and money seems to be the overriding theme when it comes to scale automation software. For transactions, billing, and reporting, automation has proven to be an ideal tool for accuracy and timely execution of these critical tasks. Moreover, the ability to eliminate costly errors, such

as intermingling waste and recyclables, can boost employee satisfaction and even reduce safety risks. Multiple-language capabilities can have the same benefits.

Now the final question is that of finding the right scale automation software for your organization (see sidebar for a list of automation resources). Again, it's time to look to Florida and the experience of Deb Bush at Pinellas County Solid Waste. "Since we're a government agency, we wrote this RFP so others could piggyback off it," Bush explains. "Rather than reinventing the wheel other cities and counties have used our contract because they know how much work we put into this. Our RFP is on the Florida SWANA website [<http://goo.gl/LJGPw8>], and this organization has a great scale and finance committee that helps our members." **MSW**

*Ed Ritchie is a writer specializing in landfill and recycling technologies.*



# The CompuWeigh System

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## Recommendation Letters / Comments



**Immediate Release**  
Nov. 19, 2010

**Contact:** Marq Caughell  
Public Information Specialist  
(727) 464-5505

### **Solid Waste Operations billing goes electronic**

*New technology enhances customer service*

It was a seamless transition for customers at Pinellas County's Solid Waste Operations. The facility now accepts Visa and MasterCard payments and instead of a clipboard with three copies of a ticket to sign, drivers are handed an electronic signature pad. At the end of the transaction, the receipt contains their signature, as well as information about the type and weight of the waste, plus its point of origin and total cost. Behind the scenes, cameras capture pictures of the load, the license plate, driver and vehicle. Driver's licenses are scanned electronically and the information and video are tied to the transaction number. The entire sequence takes a mere 25 seconds.

The enhanced customer service is the result of a new system installed at the scalehouse. Other benefits include two automated lanes that utilize a radio frequency reader device mounted to the vehicle, or a windshield sticker containing a small transmitter. Capturing pre-programmed customer information, a receipt is automatically generated. Customers are able to pull up their account information online and verify transactions, generate reports and pay their bill. To increase payment flexibility, automated check readers that immediately verify and hold funds are planned.

The improvements are the culmination of a multi-year project to design and implement these enhancements to speed transactions and reduce wait times for customers. The project was a success because of the teamwork between Pinellas County Utilities, Business Technology Services, the Clerk of the Circuit Court, Paradigm Software, L.L.C. and Veolia Environmental Services. Solid Waste Operations is located at 3095 114<sup>th</sup> Ave. N., St. Petersburg. Waste is accepted Monday through Friday, from 6 a.m. to 6 p.m., and Saturday from 7 a.m. to 5 p.m. The scalehouse is closed Sunday and designated holidays. For more information, please visit [www.pinellascounty.org/utilities](http://www.pinellascounty.org/utilities) or call (727) 464-7500.

###



## Public Services

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VERN M. REDIFER, P.E. • Director

January 30, 2008

Mr. Philip Woglein, President  
Paradigm Software, L.L.C  
10944 Beaver Dam Road – Suite C  
Hunt Valley, MD 21030

Dear Mr. Woglein:

Yakima County Public Services, Solid Waste Division, purchased the Paradigm Solid Waste Management Software System in 2006. Since implementation in November 2006, we have found the software to be very user friendly and the support staff have been wonderful to work with. The Paradigm staff are not only prompt in addressing issues that may occur but go out of their way to assist us as questions and issues arise.

The transition from our old canned software program went smoothly. The staff from Paradigm provided training for the administration staff and the scalehouse attendants, so our staff was at ease when the switchover took place. The reporting options are endless and the audit features are exceptional. It is very convenient to be able to review actual numbers flowing through from the scalehouses to the administration office.

Since switching to Paradigm software, we are able to process customers faster, provide more detailed reporting and have a more complete audit trail. Paradigm's ability to modify the software to meet our specific needs has been a tremendous asset to the Solid Waste Division.

We are pleased to recommend Paradigm Software as a positive addition to any solid waste facility.

Sincerely,

A handwritten signature in black ink that reads "Wendy Mifflin". The signature is written in a cursive style.

Wendy Mifflin  
Solid Waste Manager



417 Century Court  
P.O. Box 305  
Franklin, Tennessee 37065

---

January 30, 2006

Mr. Jackie Barlow  
Paradigm Software, LLC  
1202 York Road  
Lutherville, MD 21093

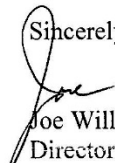
Dear Jackie:

Thank you so much for the work of Joe Fiedler last week on the installation at the City of Franklin, Tennessee. His service was outstanding and every challenge and road block we inadvertently put in front of him he handled with grace and professionalism.

We look forward to Joe coming back and completing the installation and finishing the training for our staff. I can only tell you at this point that if the software works half as well as Joe does, and we have no reason to believe it won't, we are going to be very happy customers.

Thank you again for your assistance in this project. We are looking forward to a very long and positive relationship as we go into the future.

Sincerely,

  
Joe Williams  
Director of Solid Waste  
City of Franklin

JW/sc



COUNTY OF CAMPBELL



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FAX NO. (434) 332-9617

December 2, 2004

Mr. Phil Weglein  
President  
Paradigm Software LLC  
1202 York Road  
Lutherville, Maryland 21093

Dear Mr. Weglein:

A big thank you is extended to you, Erica and Joe for the time and commitment during the installation/training process at our landfill. Your cooperation and those of your staff truly shows professionalism.

I had asked Erica to remind me to give her the second payment before she and Joe left, but guess what happened? We all forgot. Enclosed, please find your second payment.

May you and all of your staff have a New Year full of good health, laughter, prosperity, and wonderful memories.

Environmentally yours,

Diane Dodd  
Landfill Office Manager  
Professional Waste Management Facility  
Operator

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Jackie W. Barlow II  
Technical Support/Group Manager  
10944 Beaver Dam Road, Suite C  
Hunt Valley, MD 21030

Dear Jackie:

You've asked for a testimonial relating to our experiences with you as a company, support, promises kept, etc. And finally I think I have time to do just that! Let me know if there's anything else you need from us.

"Our Paradigm Software was installed in August of 1999. Paradigm sent Chris Holmes from their office to install our program and hardware, as well as to train all staff that would be involved in using it. The company was careful to accommodate our varying schedules to be sure everyone had a chance to use the new program and understand it before going 'live'. After the installation, Chris let us know that we could call any time to get help if we needed it. We also had emergency numbers to call in the event that we needed help during non-traditional office hours; this was very handy on a couple of Saturdays I can think of! Paradigm has been very responsive when we've needed to add things to our system; we tell them what we'd like the system to do for us, and they come up with just what we need. They've been able to fit their program to our rather unusual operation of our waste-to-energy system; we really appreciate the personal attention we've received from the company."

Sincerely,

Lorrie E. Hanson  
Principal Clerk

## **Columbia County Solid Waste, FL**

We began looking for a new Scale Software program because of the Y2K scare. We had the opportunity to upgrade our current DOS based scale software program that we had to a windows based program, which was the most inexpensive way for us to go. We called our then current scale software program company and asked for a demo of the new windows upgrade software program and a list of references of the counties currently using the software. We began calling those counties, some of which have had the software program on line for several years (1-to-3 years) and were still having problems with retrieving data and were unable to use the report program, even after going through training classes, after finding out that not one county was satisfied with the software we began looking for other options available. We called other counties to see what they were using and experiences that they have had. During this process we spoke with Alan Altman the Director for Clay County, they had the Paradigm CompuWeigh System installed and asked us to drive over and view the CompuWeigh System up and running. We did just that and were we surprised! To find that the system had so much flexibility and versatility to interface with an accounting software program and it was windows driven, considering we had to do all our reports and compile the data manually. Needless to say we were hooked. We immediately began the purchasing process. We got with Paradigm's Support team and they answered our questions, were very courteous and helpful during the purchasing process. Then came the installation of the CompuWeigh System and setting up the accounting program, and Training the staff. Paradigm sent us the finest as far as we were concerned, "Chris Holmes" he was so knowledgeable about the CompuWeigh System, he was patient with our staff during the training process, he made everything so simple for us, he went over and over everything to make sure we understood it. After the training and Chris left, we had some questions and some things we got stumped on and even though it was during the Thanksgiving holidays Chris gave us every phone number available for him to be reached even at his home, and he was glad to help with our situation. Thanks to Chris for all your help. We have had the CompuWeigh System now for about 1 1/2 years and are completely satisfied with it and are recommending it to other counties that call and ask what scale software program we are using. We still have to call and rely on the support team of Paradigm, Chris Holmes, Jackie Barlow, Jason Webster Chris Weglein and Phil Weglein from time-to-time and we have always gotten a quick response from them. Thanks to Paradigm for such a great Scale Software System.

Bill Lycan - Solid Waste Director  
Pam Lashley - Office Manager  
Winfield Solid Waste Facility - Columbia County, Florida

### **Delaware Solid Waste Authority**

Since acquiring CompuWeigh and Weigh Stations software from Paradigm Software L.L.C., the Delaware Solid Waste Authority's reporting, auditing and communication abilities have been greatly improved. Paradigm's technical support assistance with the setup of Weigh Station has made our organization's database tracking and control easily manageable. Paradigm Software L.L.C. has developed their software to meet all the needs of their clients without the need for custom programming. With the interaction of Microsoft applications, CompuWeigh software provides unlimited methods of manipulating data for analyses.

Herbert F. Dulin  
DSWA Business Analyst

### **Rodman County, NY**

When our facility was looking for a new software package that would accommodate our needs, I put a lot of time and effort in to researching all the latest programs available. I was very impressed with what Paradigm Software, L.L.C. had to offer. Your program provided the flexibility and capability that our landfill was looking for, while being very user-friendly.

We have been using the CompuWeigh System since September 1999 and have been very pleased with the results. The support staff at Paradigm was very helpful in tailoring the program to meet our needs. Paradigm has provided a great deal of assistance with our accounting software program that we download our billing information to, even though it is not part of the CompuWeigh System.

I have found that I seldom have had to call Paradigm for technical assistance as the program has run so smoothly, but whenever I have placed a call, my questions have been answered expediently and explained in a manner that was comprehensible. The customer service at Paradigm Software is exceptional.

I have received calls from other landfills that are exploring new software options and I cannot say enough good things about the CompuWeigh System and the people at Paradigm.

Sincerely,

Jan M. Castro  
Customer Service Specialist

### ***J.8 Product Vision***

Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from customer's input. This practice will continue with the company and the software development.

### ***J.9 Statement***

PSLLC makes no claims that future enhancements to the product are not construed to be guaranteed or available within a specific time frame.

### ***J.10 Development Language***

The CompuWeigh™ System is developed in the .NET programming language. We utilized SQL Server for the database and Visual Studio and TFS for the maintenance of the software development.

### ***J.11 Software Evolution***

Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from customer's input. This practice will continue with the company and the software development. The initial version of the application was in production in April 1992. In 1996, CW3 was available for installation. CW5 was finalized and installed for the first customer in a production environment in June 2002. In October 2014, PSLLC released our latest version of the CompuWeigh™ System and installed it for Manatee County, FL.

### ***J.12 New Version or Release Implementation***

PSLLC defines this as either an "Update" or an "Upgrade". An "Update" is any changes to the product that are made within the same version that the customer is currently licensed for (example – going from version 6.1 to 6.2). An "Upgrade" is a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). The update process is straight forward. PSLLC will provide the customer with an executable file which will be installed on the necessary server/machines to bring the system up to the latest build. PSLLC will assist with this update process in order to ensure no issue occur. We highly urge all customers to have a test environment in order to assist in the roll out of new updates.

### ***J.13 Future Versions***

With the release of our newest version, we are focused on upgrading our current customer base to this version. Each month, PSLLC sends out our company newsletter which highlights new features within the application, new customers, customer profiles (for those who want to participate), and upcoming events where PSLLC will be participating. PSLLC also holds an annual user conference typically in conjunction with WasteCon. PSLLC would be happy to discuss future enhancements we are considering in an on-site demonstration as this information is confidential and a competitive advantage to our future success.

PSLLC has consistently performed above and beyond our competitors in new innovations on a software, hardware and support level. PSLLC is second to none in providing a state of the art solution and the knowledge and skill to back and support these technologies. Customers who want to protect their investments choose Paradigm Software, L.L.C.

PSLLC was the first company in the industry to offer color sunlight readable LCD Display for more flexibility in unattended processing solutions. We were the first in the industry to offer near real time data transfer without the system running on the same network. We were the first in the industry to offer a complete PCI Compliant and Validated credit card processing solution. Many of our enhancements come from our knowledgeable staff and also from basic ideas of our customers.

### ***J.14 Future Enhancements / R&D***

PSLLC is continually investing in R&D for future enhancements. All future enhancements are for the betterment of the software and our customers. PSLLC would be happy to discuss future enhancements we are considering in an on-site demonstration as this information is confidential and a competitive advantage to our future success.

### ***J.15 Enhancements***

Support items that involve a site(s) that may be down or have limited functionality, while rare, are escalated to the top. From there, PSLLC works with the customer and our staff to prioritize the enhancements based on when we receive the authorized request.

### ***J.16 Proposed Innovations***

PSLLC has consistently performed above and beyond our competitors in new innovations on a software, hardware and support level. PSLLC is second to none in providing a state of the art solution and the knowledge and skill to back and support these technologies. Customers who want to protect their investments choose Paradigm Software, L.L.C.

## Exhibit C

### SERVICE LEVEL REQUIREMENTS

#### 1. Definitions

In this Exhibit C, 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.
- “**After Hours**” shall refer to 6:00 p.m. (Eastern Time) to 7:00 a.m. (Eastern Time) the next Business Day.
- “**Incident**” means any County query, defect, problem or error regarding the Software, or Hardware that the County purchased from Contractor.
- “**Hardware**” means all hardware supplied to the County by Contractor pursuant to the Agreement to which this Exhibit is attached.
- “**Software**” means all software supplied to the County by Contractor pursuant to the Agreement to which this Exhibit is attached
- “**Statutory Holidays**” – the following days are the statutory holidays that Contractor’s Offices are closed. If any changes, Contractor will provide a holiday schedule for the upcoming calendar year by November 30<sup>th</sup> of the preceding year each year during the Term:
  - **New Year’s Day** – January 1<sup>st</sup> if it falls on a weekday, else the Monday following.
  - **Good Friday** – Friday before Easter Sunday.
  - **Memorial Day** – The first Monday following May 22<sup>nd</sup>.
  - **Independence Day** – July 4<sup>th</sup> if it falls on a weekday, else the Monday following
  - **Labor Day** – 1<sup>st</sup> Monday in September.
  - **Thanksgiving** – 4<sup>th</sup> Thursday in November.
  - **Christmas Day** – December 25<sup>th</sup> 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 Contractor and the County for support services to be provided by Contractor to the County, thereby ensuring a timely and efficient resolution to any Incidents encountered by the County in the use of Software or Hardware.

#### 3. Objectives of Service Level Requirements

The County and Contractor acknowledge and agree that the purpose of this Exhibit is:

- To create an environment of co-operative relationship between Contractor and the County to ensure effective support for the County’s end users.
- To document the responsibilities of the County and Contractor 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 Contractor.

- To define the services to be provided by Contractor and the level of service, which can be expected by the County.
- To detail the information Contractor requires from the County in order for Contractor 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 Contractor to communicate credible and reliable information.

First, the County and Contractor acknowledge and agree that it is important that there be a clear chain of communication between the Parties. The contact information for the key personnel of each of the County and Contractor are listed in Annex “A” and Annex “B” to this Exhibit to the Agreement.

Second, the County and Contractor acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types “Type 5” and “Type 6” are exclusive to Contractor; in some instances, County/Partners may support Types 1-4 in part or in whole, see Annex “B”.

During the provision of Support Services, Contractor 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.
- Inform County of closure of Type 1 ticket.

##### **4.2 Type 2 – Hardware Support**

- Hardware configuration.
- Server Environment set-up questions.
- Troubleshooting devices and network.
- Inform County of closure of Type 2 ticket.

##### **4.3 Type 3 – Advanced Support**

- Advanced configuration settings.
- Advanced troubleshooting.
- Diagnostics of Incidents.
- County environment deployment discussion.
- Problem replication / simulation.



- Database diagnostics.
- Server diagnostics and log analysis.
- Server crash - Data recovery.
- Third-party software interfaces.
- Inform County of closure of Type 3 ticket.

#### 4.4 Type 4 - Updates and Installations

- Guidance on installation and testing of customizations on County Test environment.
- Guidance on installation and testing of updates and new releases on County Test environment.
- Guidance on installation of approved customizations, updates and new releases to County Production environment.

#### 4.5 Type 5 - Product Development

- New features or fixes requiring code changes.
- Interfaces to other systems.
- Customizations.

#### 4.6 Type 6 – Review and Refresh

Multi-day session on topics to be agreed with County; may be on-site or online for an additional fee.

- 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 Contractor 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	<b>Complete stop or major breach of the Software or Hardware ceases County operations for one or more users at a critical period.</b> (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.).
<b>2</b>	<b>High</b>	<b>Major problem that disrupts operations during working hours. A work around may be available to assist the County until the problem is resolved.</b> Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of "Emergency". (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
<b>3</b>	<b>Medium</b>	<b>Problem that impacts operations and requires resolution and has an acceptable workaround for the short term.</b> (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).
<b>4</b>	<b>Low</b>	<b>Minor problem or request for information from users.</b> (Example: Configuration settings, requests for information purposes only, etc.).
<b>5</b>	<b>Wish List</b>	Suggestions for improvement, ideas or input from County that would be considered for future updates or upgrades to the application.

## 5.2 Response and Resolution Times

<b>Severity Ranking</b>	<b>Response time</b>	<b>Corrective Plan</b>	<b>Required Outcome</b>
<b>1 Emergency</b>	Respond immediately to the County or contact in the immediate hour of receiving the incident notification.	Diagnose problem and establish a plan to correct the failure within two (2) hours.	Return to operation within four (4) hours

<b>2 High</b>	Respond immediately to the County or contact within one (1) hour of receiving the incident notification.	Diagnose problem and establish a plan to correct the failure within two (2) hours.	Return to operation within one (1) business day or as agreed to by the Contractor and County.
<b>3 Medium</b>	Respond immediately to the County or contact within two (2) business hours of receiving the incident notification.	Establish a plan to correct the failure within twenty-four (24) hours.	Return to normal operation within two (2) business days or as agreed to by the Contractor and County.
<b>4 Low</b>	Respond immediately to the County or contact within one (1) business day of receiving the incident notification.	Establish a plan to correct the failure within forty-eight (48) hours.	Return to normal operation within five (5) business days or as agreed to by the Contractor and County.

### 5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if there are persistent occurrences (more than three (3) occurrences in the previous 90 days) of an Incident with a Severity Ranking of 1 or 2 not being fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Exhibit, the County can escalate (Annex A) and request that the management team of Contractor provide a plan of corrective actions and a timeline for same (a “Corrective Plan”).

Response Time Exceeded	County will request, and Contractor will provide, a Corrective Plan. Both Contractor and County will escalate to their respective management contacts.
Corrective Plan Time Exceeded	County will request service representative to support problem diagnosis. Contractor and County will work toward Required Outcome.
Required Outcome Time Exceeded	Contractor will provide a second Corrective Plan which shall include providing additional Contractor staff and re-setting the Required Outcome Time.
Required Outcome Time Again Exceeded.	Contractor shall be liable for actual damages; provided, however, that all available insurance coverages shall apply.

## 6. Contractor Support Hours of Services

### Emergency or High Severity Incidents

Contractor offers telephone coverage 24x7x365 for **incidents with critical impact on operations, i.e. those with “Emergency” severity rankings as defined by the table in Section 5.1 of this Exhibit**, 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 - Voice messages are monitored and responded to the next business day.
  - Emergency support is available.
- **Weekends - Friday 6:00 p.m. to Monday 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days.
  - Telephone - Voice messages are monitored and responded to the next business day.
  - Emergency support is available.
- **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 next business day.
  - Telephone - Voice messages are monitored and responded to the next business day.
  - Emergency support is available.

## 7. 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 Contractor.

## 8. Other Service Level Requirements Exclusions

**Services provided do not include support for system environment changes necessitated by the County. Examples of exclusions include such things as:**

- County infrastructure equipment upgrades (e.g. New Servers, DBMS Upgrades, Network Changes, File migrations, Middleware upgrades, etc.).
- 3<sup>rd</sup> Party Vendor software changes (e.g. New Versions, Interfaces, File Imports/Exports, Anti-Virus, etc.).

### Annex “A” – Contractor Contact Info & Escalation

- Email address: Support@ParadigmSoftware.com
- Office telephone: 1-410-329-1300 or Fax 1-443-275-2509
- After hours support: Dial the Office telephone to hear message with on-call Technician's phone number
- Escalation: TBD

<b>Role / Contact</b>	<b>Phone Number</b>	<b>Email</b>
<b>Manager of Support: Joe Fiedler</b>	<b>1-410-329-1300</b>	<a href="mailto:joe.fiedler@paradigmsoftware.com">joe.fiedler@paradigmsoftware.com</a>
<b>Director of Installations: Chris Holmes</b>	<b>1-410-329-1300</b>	<a href="mailto:chris.holmes@paradigmsoftware.com">chris.holmes@paradigmsoftware.com</a>
<b>Chief Operating Officer: Jackie Barlow</b>	<b>1-410-329-1300</b>	<a href="mailto:jackie.barlow@paradigmsoftware.com">jackie.barlow@paradigmsoftware.com</a>

### Annex “B” – County Contacts

<b>Role / Contact</b>	<b>Phone Number</b>	<b>Email</b>

**Exhibit D**

**PURCHASE PRICE AND PAYMENT SCHEDULE**

**Initial Purchase / Installation**

<u>Qty</u>	<u>UM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
<b>CompuWeigh™ System Software</b>				
2	LN	WeighStation Program license*	\$5,500.00	\$11,000.00
1	FF	MSMQ Module*	\$1,500.00	\$1,500.00
8	EA	1-concurrent user CompuWeigh™ Program*	\$500.00	\$4,000.00
1	FF	Accounts Receivable and Aging Module*	\$2,500.00	\$2,500.00
1	FF	Alerts / Rules Module*	\$2,500.00	\$2,500.00
1	FF	Insufficient Funds / Split Payments*	\$1,500.00	\$1,500.00
2	LN	WeighPay Module with Signature Capture (Customer must enter into an agreement with Axia, CardConnect or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with Axia, CardConnect or Elavon are not included in PSLLC pricing unless specifically noted.)	\$1,795.00	\$3,590.00
<b>Software Sub Total</b>				<b>\$26,590.00</b>
<b>Software Discount</b>				<b>(\$4,000.00)</b>
<b>Paradigm Software Sub Total</b>				<b>\$22,590.00</b>
<b>Customization and Hardware</b>				
1	FF	Software Customization – Data Conversion (Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s).)	\$1,600.00	\$1,600.00
20	HR	Report Development Time - Will only be invoiced for time used.	\$200.00	\$4,000.00
1	EA	2-port Serial Server	\$495.00	\$495.00
<b>Configuration and Customization and Hardware Sub Total</b>				<b>\$6,095.00</b>
<b>Installation/Training</b>				
1	EA	Remote Kick-Off Meeting	\$1,600.00	\$1,600.00
2	DY	Remote Installation/Training - To be used for remote installation in test and production environments	\$1,600.00	\$3,200.00
4	DY	On Site Training - 2 techs	\$4,325.00	\$17,300.00
2	DY	On Site Installation/Go-Live - 2 techs	\$4,950.00	\$9,900.00
<b>Installation and Training Sub Total</b>				<b>\$32,000.00</b>
<b>Project Sub-Total</b>				<b>\$60,685.00</b>

**Annual Standard Software Support and Web Hosting**

<b>Annual Technical Support – Year 1</b>	<b>\$5,488.50</b>
<b>Annual Technical Support – Year 2</b>	<b>\$5,598.27</b>
<b>Annual Technical Support – Year 3</b>	<b>\$5,710.24</b>
<b>Annual Technical Support – Year 4</b>	<b>\$5,824.44</b>
<b>Annual Technical Support – Year 5</b>	<b>\$5,940.93</b>
<b>5-Year Annual Support Total</b>	<b>\$28,562.38</b>



**Annual Escrow Agreement**

Account Setup and Initial Deposit (through December 31, 2018)	\$700.00
<b>Year 1 Total</b>	<b>\$700.00</b>
Annual Deposit (January – December)	\$200.00
<b>Year 2 Total</b>	<b>\$200.00</b>
Annual Deposit (January – December)	\$200.00
<b>Year 3 Total</b>	<b>\$200.00</b>
Annual Deposit (January – December)	\$200.00
<b>Year 4 Total</b>	<b>\$200.00</b>
Annual Deposit (January – December)	\$200.00
<b>Year 5 Total</b>	<b>\$200.00</b>
<b>5-Year Annual Support Total</b>	<hr/> <hr/> <b>\$1,500.00</b>

**Initial Purchase / Installation Payment Schedule  
(excluding Annual Standard Software Support)**

30% - Due Upon Contract Execution	\$18,205.50
30% - Due Upon Installation in Test Environment	\$18,205.50
30% - Due Upon Go-Live	\$18,205.50
10% - Due Upon Customer Acceptance	\$6,068.50
	<hr/> <b><u>\$60,685.00</u></b>

**Annual Standard Software Support Payment Schedule**

Year 1	Due Ninety (90) Days After Go-Live	\$5,488.50
Year 2	Due on the Anniversary of Year 1	\$5,598.27
Year 3	Due on the Anniversary of Year 2	\$5,710.24
Year 4	Due on the Anniversary of Year 3	\$5,824.44
Year 5	Due on the Anniversary of Year 4	\$5,940.93
		<hr/> <b><u>\$28,562.38</u></b>

**Annual Escrow Deposit Payment Schedule**

Year 1	Due Upon Contract Execution	\$700.00
Year 2	Due November 28 of each year	\$200.00
Year 3	Due November 28 of each year	\$200.00
Year 4	Due November 28 of each year	\$200.00
Year 5	Due November 28 of each year	\$200.00
		<hr/> <b><u>\$1,500.00</u></b>



Comcast Cable Communications Management, LLC  
c/o Market Development, Comcast Business  
11308 SW 68th Pkwy, Tigard, OR 97223

**RE:**

**Property Address:**

**207 W B ST**

Street Address (include applicable range, exclude suite numbers)

**RAINIER, OR 97048**

City, State and Zip

Dear Comcast:

Additional Address Information (optional)

The Owning Entity identified below, being the owner of the premises described above (the "Property"), hereby consents to the installation, operation, and maintenance by Comcast Cable Communications Management, LLC, on behalf of its affiliates (together, "Comcast"), **at Comcast's sole cost and expense**, of Comcast's cable and other equipment into, over, under, across, and along the Property, to be used by Comcast to provide communications services to tenants and other occupants of the Property.

*Comcast will contact the Owner, or Owner's representative, before work begins. This information will not be used for any other purpose.*

Owning Entity: **Columbia CO.**

Contact name: **Casey Garrett**

Contact phone number: **503) 438-9066** Ext. \_\_\_\_\_

Contact email address: **casey.garrett@co.columbia.or.us**

Additional Contact (optional): \_\_\_\_\_

Comcast shall repair any damage to the Property caused by the installation, operation, or maintenance of Comcast's equipment on the Property.

Owner's consent will continue for so long as Comcast provides communications services to tenants or other occupants of the Property. The Access to Property shall bind and benefit the parties and their respective successors and assigns.

Sincerely,

Signature: \_\_\_\_\_  
Owner or Duly Authorized Agent of Owner

Date Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Full Title: \_\_\_\_\_

**COLUMBIA COUNTY  
ALLOCATION CERTIFICATION AGREEMENT  
MAINTENANCE ASSISTANCE PROGRAM (MAP) FY19**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and Columbia County, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

I. The Recipient certifies that:

A. A budget has been adopted that includes the MAP allocation amount of \$18,730.00 state funds for the fiscal year period of July 1, 2018, to June 30, 2019; and

B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory						
Site Name: Beaver Landing			Use Fee: \$3.00	Fee Reduction: 15%		
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO	12	\$1,200.00	\$1,020.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$510.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$510.00
Single Car Parking Stalls	3	0			\$0.00	\$0.00
Boat Trailer Stalls	16	12	PSO	12	\$1,200.00	\$1,020.00
Overflow Parking, sq ft	5,000	3	PSO	12	\$300.00	\$255.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$510.00
Boarding Dock, total linear feet	120	3	PSO	12	\$300.00	\$255.00
<u>MAP Allocation for 8 site elements at Beaver Landing</u>					Allocation Subtotal:	\$4,800.00
					Fee Adjustment:	\$720.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,080.00
Site Name: Gilbert River Ramp & Trans Tie Up			Use Fee: \$0.00	Fee Reduction: 0%		
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Vault Toilet		10	PSO	12	\$1,000.00	\$1,000.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	8	0	PSO	12	\$0.00	\$0.00
Boat Trailer Stalls	45	18	PSO	12	\$1,800.00	\$1,800.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	280	9	PSO	12	\$900.00	\$900.00
Transient Dock, total linear feet	288	9	PSO	12	\$900.00	\$900.00
Log Debris Boom		2	PSO	12	\$200.00	\$200.00
Boat Allowance		0.5	PSO	12	\$50.00	\$50.00
<u>MAP Allocation for 10 site elements at Gilbert River Ramp &amp; Trans Tie Up</u>					Allocation Subtotal:	\$6,650.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$6,650.00

Site Name: JJ Collins Marine Park West				Use Fee: \$0.00	Fee Reduction: 0%	
Funding Source: MAP	Size /	Points	Seasons	Months	Seasonal	Fee
Feature	Quantity	Possible	of Use*	of Use	Point Value	Adjusted
Composting Toilet		10	PSO	12	\$1,000.00	\$1,000.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	260	9	PSO	12	\$900.00	\$900.00
Log Debris Boom		2	PSO	12	\$200.00	\$200.00
Polypipe Debris Boom		3	PSO	12	\$300.00	\$300.00
Boat Allowance		0.5	PSO	12	\$50.00	\$50.00
<u>MAP Allocation for 7 site elements at JJ Collins Marine Park West</u>					Allocation Subtotal:	\$3,650.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$3,650.00
Site Name: JJ Collins Trans Docks East				Use Fee: \$0.00	Fee Reduction: 0%	
Funding Source: MAP	Size /	Points	Seasons	Months	Seasonal	Fee
Feature	Quantity	Possible	of Use*	of Use	Point Value	Adjusted
Composting Toilet		10	PSO	12	\$1,000.00	\$1,000.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Transient Dock, total linear feet		15	PSO	12	\$1,500.00	\$1,500.00
Polypipe Debris Boom		3	PSO	12	\$300.00	\$300.00
Boat Allowance		0.5	PSO	12	\$50.00	\$50.00
Travel		3	PSO	12	\$300.00	\$300.00
<u>MAP Allocation for 7 site elements at JJ Collins Trans Docks East</u>					Allocation Subtotal:	\$4,350.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,350.00
<b>Total Grant for Columbia County (4 sites)</b>					Total Allocation:	<b>\$18,730.00</b>

- C. MAP funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
- D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and
- E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
- F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
- G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and
- H. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The

percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses; and

- I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent; and
- J. MAP funds will not be expended for capital construction projects or used as match to other grants.

II. The Recipient agrees:

- A. To provide a minimum of \$12,486.67 matching resources for state MAP funds.
- B. That the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- D. To reimburse OSMB any excess MAP funds not expended within the fiscal year that exceed the ten-percent maximum carry forward amount.
- E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory.

II. OSMB certifies that:

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

RECIPIENT:  
Columbia County

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: Larry Warren  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

By: Director  
(Title)

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Date)

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
CFDA # 97.042**

***AMENDMENT #1***

**This is Amendment #1 to Grant Agreement #17-505 effective December 18, 2017 between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Columbia County.**

**THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):**

Exhibit A: The Budget is hereby amended as follows:

**II. Budget**

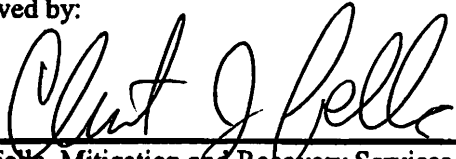
There is a 50% cash match requirement on this grant.

Grant Funds:	<i>[\$75,029]</i>	<u>\$ 92,337</u>
Match Funds:	<i>[\$75,029]</i>	<u>\$ 92,337</u>
<b>Total Budget:</b>	<i>[\$150,058]</i>	<u>\$ 184,674</u>
Personnel Services	<i>[\$129,356]</i>	<u>\$ 207,015</u>
General Office Supplies	<i>[\$0]</i>	<u>\$ -</u>
Other Supplies	<i>[\$0]</i>	<u>\$ -</u>
Rent	<i>[\$0]</i>	<u>\$ -</u>
Phone	<i>[\$0]</i>	<u>\$ -</u>
Other Utilities	<i>[\$0]</i>	<u>\$ -</u>
Contractual/Professional Services - Specify	<i>[\$0]</i>	<u>\$ -</u>
Maintenance Costs - Specify	<i>[\$0]</i>	<u>\$ -</u>
Travel/Vehicle Expenses/Mileage	<i>[\$0]</i>	<u>\$ -</u>
Training/Workshops/Conferences	<i>[\$0]</i>	<u>\$ -</u>
Cost Allocations/De Minimis	<i>[\$20,072]</i>	<u>\$ 20,702</u>
Other - Specify	<i>[\$]</i>	<u>\$ (43,043)</u>
<b>Total (Grant plus Match)</b>	<i>[\$150,058]</i>	<u>\$ 184,674</u>

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Approved by:



4/13/18

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Clint Fella, Mitigation and Recovery Services Section Manager, OEM

Date



13 Apr 18

---

Signature of Authorized Subrecipient Official

Date



RECEIVED

APR 13 2018

*KA*  
Oregon Emergency Management

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Petition by James and Heidi Engen to Name a New Private Road, located off of Wonderly Road, near Rainier, "Oliva Drive"

ORDER NO. 30-2018

WHEREAS, the Columbia County Board of Commissioners can name a private road if citizens so request, and if the Director of the County Land Development Services Department determines that under the circumstances, naming the private road would serve the interest of the public and be beneficial to the County; and

WHEREAS, on April 16, 2018, James and Heidi Engen, submitted a petition to name a new private road off of Wonderly Road near Rainier; and

WHEREAS, the new private road serves three properties known as Tax Map ID Numbers 7312-00-00700, 7312-00-00601, and 7312-00-00500; and

WHEREAS, the Director of Land Development Services has determined that the petition meets the criteria set forth in Ordinance No. 81-6 (Rural Addressing Ordinance), Section 7.04, as amended, regarding the naming of private roads and recommends petitioner's 1st choice, "Oliva Drive." The Director's recommendation is attached hereto as Exhibit A and is incorporated herein by this reference.

NOW THEREFORE, IT IS HEREBY ORDERED that the new private road serving properties known as Tax Map ID Numbers 7312-00-00700, 7312-00-00601, and 7312-00-00500 shall be named "Oliva Drive."

Dated this 11th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to Form

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

# **BOARD COMMUNICATION**

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT

MEETING DATE: 5/30/18 Board Worksession  
6/6/18 Regular Meeting

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Todd Dugdale, Director of Land Development Services 

**SUBJECT:** Road Naming Request  
James and Heidi Engen, Applicant  
Private Road off Wonderly Road near Rainier

**DATE:** May, 21, 2018

## **SUMMARY:**

James and Heidi Engen have applied for a new Private Road that is located off Wonderly Road in Rainier as shown on the attached maps. Presently there are 3 property owners who will be able utilize this new private road, which will affect two existing addresses; all have signed the attached application and stated they do not have issues with the applicant's first name choice of "Oliva Drive." All agencies who were notified have no issues with this new private road name.

After the Board's approval of the applicant's proposal, Land Development Services will provide 3 new addresses off Oliva Drive for all three affected property owners and will notify all affected agencies of these new addresses.

## **FINDING:**

The submitted application for the naming of "Oliva Drive" meets criteria set forth in Section VII, Road Names, of Ordinance 81-6 as amended; specifically Subsection 7.04 regarding the naming of private roads.

Land Development Services sent out a referral and acknowledgment of the requested Road Naming on April 18, 2018 to Columbia 911, the County Road Department, Columbia River Fire and Rescue, the Rainier Post Office, and the County Cartographer. Having received comments from the County Road Department and Columbia 911, both of whom support the applicant's choice of "Oliva Drive" and find no conflicting road names with the applicant's choice.

## **RECOMMENDATION:**

Staff recommends approval of applicant's first choice for the road to be named "Oliva Drive."

## **ATTACHMENTS:**

- 1. Application to Name a Road & Maps**
- 2. Referral And Acknowledgments**
- 3. Draft Board Order**

**Aerial map of new private road : “Oliva Drive” off  
Wonderly Road in Section 12 Township 7 North Range 3 West**



192-18-000169 PL06  
 ck 1499  
 REC  
 384827

360-425-7220 | 360-425-5045 Fax

RECEIVED  
 APR 16 2018  
 Land Development Services

COLUMBIA COUNTY  
 LAND DEVELOPMENT SERVICES

Columbia County Courthouse ♦ St Helens, Oregon 97051 ♦ (503) 397-1501 ♦ Fax: (503) 368-3902

206?

APPLICATION TO NAME / RENAME A ROAD

Applicant Name James & Heidi Engen	Use of Address 1/2 118
Mailing Address PO Box 1319	Applicant's Signature James Engen Heidi Engen
City, Zip Clatskanie, OR 97016	Phone Number 503-338-8495

Township, Range, Section(s): Tk Map # 7312-00-00500  
 General Location: off of North Side of Wonderly Rd

Current Road Name: (If any) Wonderly

Proposed Names: (Please list three) → \*  
 (1) Choice: Private Road or Drive — 2<sup>nd</sup> CHOICE  
 (2) Choice: Olive Drive — 1<sup>st</sup> CHOICE \*  
 (3) Choice: Green Gate Rd — 3<sup>rd</sup> CHOICE

Reason for Name Change: County Requirement  
PDF-18-02

Affected Properties: (Attached additional page if necessary)

Owner Name (Print) John F. Stennick	Address 27105 Wonderly Rd
Signature John F. Stennick	Tax Account # 600, 601, 602
Owner Name (Print) Janet L. Moon *	Address 27099 Wonderly Rd.
Signature Janet L. Moon	Tax Account # 20203
Owner Name (Print) James Engen	Address N/A
Signature James Engen	Tax Account # 20199
Owner Name (Print)	Address
Signature	Tax Account #

\* Olive Bros  
 LLC  
 P.O. Box 640  
 Rainier, OR  
 97046

Applicant: Please return completed application to Land Development Services.

For Office Use Only

Date Rec'd 4/16/18 Receipt # 384827 Check # 1499 Staff Member \_\_\_\_\_

SEE

SW COR  
CHAS. NORTH  
DLC 38

MAP

700

SEE

600

1/4 COR  
500

601

600  
20

500  
18.60 Ac.  
(Engen)

300  
46.26 Ac.

RAINIER

DRAINAGE  
381°00'E  
230'

400  
46.90 Ac.

400

27105  
(Stennick)

30' EASEMENT

C.S.  
L-308

13-(

4

11

3

7

300

MAP

200

SEE

700  
30.22 Ac

800  
7.82 Ac

900  
45.61 Ac

27099  
(Moon)

*road being named*

27337

100

700

27247

11

12

76000

WONDERLY RD

3000

27157  
116  
2



**Richardson, Hayden** <hayden.richardson@co.columbia.or.us>

---

**Road Name**

1 message

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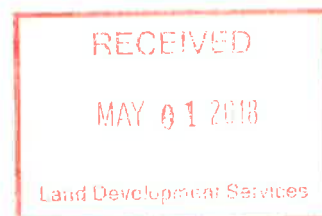
**Welter, Lonny** <lonny.welter@co.columbia.or.us>  
To: Hayden Richardson <hayden.richardson@co.columbia.or.us>

Tue, May 1, 2018 at 12:48 PM

Hayden,

The County Road Department has no objections to road name choice 1(Oliva Drive) or 3 (Green Gale Road).

Lonny Welter  
Transportation Planner  
Columbia County Road Department



THIS SIDE FOR OFFICIAL USE ONLY

REFERRAL AND ACKNOWLEDGMENT

- To:  City of \_\_\_\_\_ (if inside UGB)  
 Columbia 911  
 County Roadmaster  
 Fire District (Name: Columbia River)  
 Post Office (City: Painter)  
 Cartography  
 Electric Utility \_\_\_\_\_

Planner: Hayden Richardson

Date Mailed: 4-18-18

Reply by: 4-30-18

This Application to Name/Rename a Road is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Board of Commissioners in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the decision making process. Please comment below.

1.  We have reviewed the enclosed application and have no objection to its approval as submitted  
We recommend Choice # 1 or 3
2.  Please see our comments below.
3. \_\_\_\_\_ We are considering the proposal further, and will have comments to you by \_\_\_\_\_.
4. \_\_\_\_\_ Our board must meet to consider this; we will return their comments to you by \_\_\_\_\_.
5. \_\_\_\_\_ Please contact our office so we may discuss this.
6. \_\_\_\_\_ We recommend denial of the application, for the reasons below:

COMMENTS: We object to option # 2 Private Rd or Dr  
1st choice of Uva Dr or 3rd choice GREEN Gate  
Rd is fine

Signed: [Signature]

Title: GIS specialist, call Date: 4-23-18

Agency: Please return completed Referral and Acknowledgment to Land Development Services.





Columbia County  
Out-Of-State Travel Authorization Form

**EMPLOYEE INFORMATION:**

First Name: Hernandez

Last Name: Lobo

Email/Phone: hank.lobo@co.columbia.or.us/(503) 366-4665

Department: Community Justice

Supervisor: Janet Evans

**TRAVEL INFORMATION:**

Purpose of Travel: Training

Travel Destination - City/State: Fort Worth/Texas

Dates of Travel: 8/19/2018 to 8/22/2018

Estimated Costs: \$1,800.00

Source of Funds: JRI Budgeted: Yes  No

Costs Reimbursed by Outside Agency: Yes  No

**AUTHORIZATION:**

I approve the travel as indicated and certify that funding is available for the payment of all travel expenses that will be incurred in connection with this travel.

Supervisor Name/Title: JANET EVANS/DIRECTOR Date: 6/26/2018

Supervisor Signature: 

**BOARD OF COMMISSIONERS  
COLUMBIA COUNTY, OREGON**

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

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

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

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

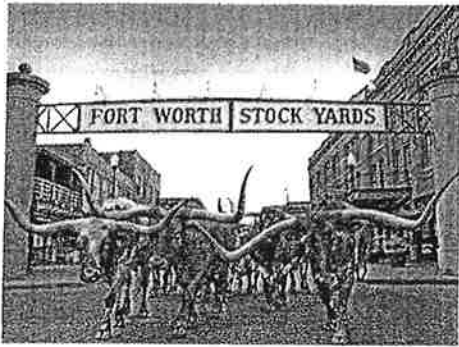
**COMPLETED FORM MUST BE RECEIVED BY BOC OFFICE 30 DAYS PRIOR TO TRAVEL**



National Association of Pretrial Services Agencies  
 46<sup>th</sup> Annual Conference and Training Institute  
 August 19-22, 2018 - Fort Worth Omni Hotel

**CONFERENCE REGISTRATION IS NOW OPEN!**

Make plans to join us in Fort Worth, Texas on August 19-22, 2018 for the NAPSA 46<sup>th</sup> Annual Conference and training institute. Recharge your passion, network with your peers and be a leader for pretrial justice!



We are proud to be the only national pretrial services association that offers an annual training institute featuring over 60 instructional workshops. The workshops, combined with lessons learned in the plenary sessions, provide participants the opportunity to review the foundations of pretrial justice, learn latest research findings and discover new programs and evidence-based practices from others working in the field.

The conference offers nationally renowned scholars, practitioners and presenters to deliver information to elevate the national discussion of the need for pretrial services and the incredible work being done by pretrial professionals at the local, state and federal levels.

We invite pretrial services and diversion program staff, judges, prosecutors, defense counsel, court administration, policy makers, researchers and advocates to join us at the Omni Hotel in Fort Worth.

Your voice and your profession matter. Be here and be heard.

[CLICK HERE TO VIEW THE PRELIMINARY SCHEDULE OF CONFERENCE EVENTS](#)

<i>Conference Registration Fees</i>	<b>Early Bird (On or before 6/8/18)</b>	<b>Regular (On or before 8/18/18)</b>	<b>On-Site</b>
Member	\$450.00	\$550.00	\$650.00
Non-Member	\$550.00	\$650.00	\$750.00
Confirmed Speaker and Local Conference Registration (TX Resident)	\$400.00	\$400.00	\$500.00
One-day Conference Registration	\$200.00	\$200.00	\$275.00
Spouse/Guest: Sunday Keynote & Reception	\$75.00	\$75.00	\$125.00
Spouse/Guest: Monday Awards Luncheon	\$75.00	\$75.00	\$125.00
Spouse/Guest Package (both events)	\$125.00	\$125.00	\$200.00

*The registration fee includes all conference events for the registrant only. A separate spouse/guest must be purchased if a spouse/guest wishes to attend an event.*

- IF POSSIBLE, please register online at [www.napsa.org](http://www.napsa.org).
- For a printable registration form, please click here. Please ensure that all information is complete, correct and legible.
- Registrations must be postmarked by JUNE 8, 2018 to receive the earlybird conference rate.
- Questions should be emailed to [info@napsa.org](mailto:info@napsa.org) or call toll free at (877) 855-7438.

Please make checks and purchase orders payable to NAPSA (Federal ID: 23-7281239)  
 Mail to: NAPSA, 660 N. Capitol Street NW, Suite 400, Washington DC 20001

*NAPSA MEMBERS ENJOY A DISCOUNT ON CONFERENCE REGISTRATION FEES.  
CLICK [HERE](#) TO LEARN MORE ABOUT MEMBERSHIP.*

### Hotel Reservations

As breathtaking as any West Texas sunset, the Omni Fort Worth Hotel offers a taste of Texas hospitality. Conveniently located in the heart of Fort Worth's exciting downtown, the hotel is adjacent to the Fort Worth Convention Center and within walking distance from the city's cultural centers, restaurants and nightlife.

Conference attendees are responsible for making travel and lodging arrangements. Hotel rates are \$139 (plus applicable taxes) per night for single/double occupancy at the Omni Hotel. Subject to availability, this rate is also available for three days pre/post the conference. Please use this link to book your accommodations: NAPSA Lodging Reservations. For specific questions about conference lodging, please call 1-800-THE-OMNI to speak directly with a reservation specialist. The \$139 hotel room rate is available until Tuesday, July 17, 2018, or until the rooms contracted in the conference block are reserved, whichever comes first.



### Ground Transportation

The trip between the Dallas Fort Worth (DFW) International airport and the Omni Hotel will take approximately 35 minutes. The hotel does not provide complimentary shuttle service to and from the airport. Taxi, car sharing and shuttle services are readily available.

### Visit Fort Worth!

For more information Fort Worth, downtown dining, shopping, sightseeing, arts, and museums, be sure to view the Visit Fort Worth website.

### A SAMPLE OF WORKSHOP TOPICS FROM THE 2017 CONFERENCE

- *Fundamentals Track - Bail, Risk Assessment, Interviewing, Supervision and more!*
- *Behavioral Health Diversions at the Pretrial Stage*
- *Discover Your Excellence - Professional Development*
- *Essential Elements of an Effective Pretrial System and Agency*
- *Racial Disparities and Risk Assessment*
- *Lessons Learned from Statewide Bail Reform in New Jersey*
- *Outcomes and Performance Measures*
- *Improving Pretrial Risk Assessment Implementation*
- *Ethics for Pretrial Professionals*

ADDITIONAL INFORMATION WILL BE POSTED TO THE NAPSA WEBSITE AS IT BECOMES AVAILABLE.



**FORT WORTH**

City of Cowboys and Culture

- (H) C34-2018 Amendment Number Three to Intergovernmental Agreement Between Columbia County and City of Scappoose, for Work Crew
- (I) C35-2018 Amendment Number Four to Intergovernmental Agreement between Columbia County, Oregon and the City of Columbia City, Oregon, for Work Crew
- (J) C36-2018 Amendment Number Nine to Intergovernmental Agreement Between Columbia County, and City of St. Helens, Oregon for Work Crew
- (K) C37-2018 Amendment Number 5 to Intergovernmental Agreement Between Columbia County, Oregon, and Oregon Department of Transportation for Work Crew
- (L) C38-2018 Amendment Number Three to Intergovernmental Agreement Between Columbia County and the Port of St. Helens, for Work Crew
- (M) C52-2018 - Purchase and Sale Agreement with Trevor and Kara Rogers for Tax Map ID Nos. 3N2W23-AD-12100 and 3 N2W23-AD-12200.
- (N) C61-2018 - Intergovernmental Agreement #32971 with ODOT for Timber Road Detour.
- (O) C63-2018 - Intergovernmental Agreement with Washington County for Cities Readiness Initiative Program and authorize the Chair to sign.
- (P) C64-2018 - Intergovernmental Agreement with Lane County for HealthSpace Software and authorize the Chair to sign.
- (Q) C65-2018 - Amendment Number 1 to Cultural Participation Grant Agreement Number FY17-CPT-14703 and authorize Chair to sign.
- (R) C66-2018 - Public Services Contract with Paradigm, Inc., for the Transfer Station Scale House Software System.
- (S) Ratify C67-2018 - Amendment #4 to IGA #154105 with OHA and authorize the Chair to sign.
- (T) C68-2018, Agreement with Comcast for Installation of Cable at Rainier Transit Center and authorize Chair to sign
- (U) C69-2018, Agreement with the Oregon State Marine Board for the Maintenance Assistance Program (MAP) FY19 and authorize Chair to sign

**DISCUSSION ITEMS:**

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

**EXECUTIVE SESSION:**

*Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.*