PROFESSIONAL SERVICES AGREEMENT BETWEEN
Paradigm Software, L.L.C.
AND THE CITY OF ANN ARBOR
FOR Scalehouse Management Software

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Paradigm Software L.L.C. ("Contractor") a(n) Maryland, limited liability company with its address at 113 Old Padonia Road, Suite 200, Cockeysville, Maryland, 21030 agree as follows on this _____ day of _____, 2017.

The Contractor agrees to provide services to the City under the following terms and conditions:

I.   DEFINITIONS

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Craig A. Hupy, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means Scalehouse Management Software.

II.   DURATION

This Agreement shall become effective on June 1, 2017, and shall remain in effect until May 31, 2020, unless terminated as provided for in Article XI. This Agreement and may be extended for one two-year period under the same terms and conditions.

III.   SERVICES

A.   The Contractor agrees to provide Scalehouse Management Software ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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B.   Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C.   The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D.   The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV.   INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V.   COMPENSATION OF CONTRACTOR

A.   The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

B.   The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

C.   The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI.   INSURANCE/INDEMNIFICATION

A.   The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly.   In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under

this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

B.   Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

C.   To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII.   COMPLIANCE REQUIREMENTS

A.   <u>Nondiscrimination</u>.   The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

B.   <u>Living Wage</u>. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII.   WARRANTIES BY THE CONTRACTOR

A.   The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.

B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

B. The City may terminate this Agreement, on at least thirty (30) days advance notice,

for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

C.   Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D.   The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII.   REMEDIES

A.   This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

B.   All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

C.   Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII.   NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the

person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Paradigm Software
Phil Weglein
Chief Executive Officer
113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Craig Hupy
Public Service Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

XIV.   CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or
oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
   Phil Weglein, CEO
Paradigm Software

FOR THE CITY OF ANN ARBOR

By _____
   Christopher Taylor, Mayor

By _____
   Jacqueline Beaudry, City Clerk

Approved as to substance

_____
Howard S. Lazarus, City Administrator

_____
                             Type Name
Service Area Administrator

Approved as to form and content

_____
Stephen K. Postema, City Attorney

Paradigm Software L.L.C. (PSLLC) will provide all of the labor and materials quoted to furnish and install a new solid waste information management software system that will enable the City of Ann Arbor (Customer) to collect and manage information from its facilities in the most efficient manner possible. PSLLC 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 will perform training to the Customer's 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 system will be delivered with full operational documentation to support the installation. The implementation schedule proposed 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.

The CompuWeigh™ System can run across a Microsoft network (LAN and WAN) and over any topology or as a standalone PC. PSLLC recommends that the system be installed at each site (main & remote sites) and run locally in order to ensure uptime. PSLLC handles the transfer of data to and from the sites in near real time using their Message Queuing Module.

The CompuWeigh™ 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.

Paradigm will provide within the scope of this contract and their associated explanations below and referenced within RFP 999 ScaleHouse Management Software:

	Scalehouse Management
ID	**Requirements**
1	Perform high-quality, user-friendly ticketing functions (summary reports, customizable reporting)
2	Import historical data from a Microsoft Excel file
3	Store tare weights and other truck/vehicle information
4	Track weight, origin, type, and destination of a variety of materials
5	Store customer information in a database
6	Track transaction type
7	Export reports in Excel or PDF format
8	Perform calculations (totals, subtotals, net weights, rates)
9	Produce tailored charts and graphs
10	Use/Access software from more than one location
11	Integrate a point-of-sale module
12	Include a tech support package with software

ID	Vendor Response
1	PSLLC can provide predefined reports upon request from the customer. For predefined reports, PSLLC can provide custom reports as required to meet the City's needs within the CompuWeigh System. Over 95% of our customer base can easily generate their required reports from our general report writer. This report writer allows for creating Adhoc reports that can be saved and recalled for future use. The system can also interface with Crystal Reports or SQL Server Reporting Services if necessary. See Section B.2.1.17 for additional information on our Reporting functions. PSLLC also offers an optional Web Reporting Module that allows City's authorized customers to retrieve their own data based on predefined reports. See Section B.2.1.35 for additional information on optional Web Reporting module. PSLLC's CompuWeigh™ System, offers different customizable ticket layouts based on Transaction Type depending on what information is required on the ticket. Currently there is over 340 fields that can be placed on the ticket. The ticket layouts are fully customizable by the City to meet your business requirements. **This is a standard feature within the application.**
2	PSLLC will convert data and import Customers, Trucks, Historical Transactions since 2012 and any other needed tables from the customer's current software program as well as from Excel file or comma delimited file.
3	Using the Truck Edit screen within the CompuWeigh™ System allows for the storage of all vehicles, trailers & containers. The system is setup to allow for vehicle identifier, vehicle type, stored tare weight, Tare Expiration Date along with many other fields that maybe needed within a transaction including the ability to setup default based on each individual truck ID. This edit screen allows the City to setup 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. For more information on Truck Edit, see Section B.2.1.4. **This is a standard feature within the application.**
4	The WeighStation System has the ability to handle split transactions based on material (commodity) type, origin type, destination type & rates along with various methods of payments (charge, cash, check, credit/debit card, coupon, prepaid, or exempt). Each transaction can capture up a virtually unlimited number of Material Types and Special Fees. All this information along with the Truck number, Destination, Route, Comments, Gross, Tare and Net weights as well as many additional fields will be stored with each transactional record. See Section B.2.1.1 for additional information on WeighStation. **This is a standard feature within the application.**
5	Using the Account Edit screen within the CompuWeigh™ System allows for the storing of the customer information within the account table. The system has many defined fields within this table that can be used within our WeighStation program as defaults (rates, material types, origin, destination and many others) as well as many fields that can be used within our optional Accounts Receivable and Aging module. Within each account, any type of documents (Word, Excel, PDF, etc.) can also be stored for easy retrieval and documentation. For more information on Account Edit, see Section B.2.1.3. **This is a standard feature within the application.**

6	Transaction Types are the foundation for WeighStation. All transactions must have a Transaction Type. A Transaction Type controls inbound vs outbound, what ticket receipt layout to use, what printer to use and along with many other options that makeup the different types of transaction. Within WeighStation, Transaction Type, Origin, Vehicle, Material, Destination, Comments, (2) Truck ID, Bill Account, Haul Account, Gross, Tare and Net Weight along with many other fields are stored within a transaction. Using the integrated report writer of the CompuWeigh™ System, a user can build a report to track transactions by Transaction Types. From within the WeighStation system, Shift Totals can be used to track the number of load, net weight, tip fee, special fees and total fees by Transaction, Payment, Vehicle, Origin, Material, Destination, Bill Account & Truck. Additional fields and reports can be made available by the City's administrator. To access the Shift Totals, the scale attended can select it from a button at the bottom of the screen or pressing the F5 key. Customized reports can be added to the Shift Total function for a minimal fee. For more information on Shift Totals, see Section B.2.1.8. **This is a standard feature within the application.**
7	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. Any report after reviewing on screen, can be created directly as Excel, Word or PDF document and exported to a CSV file by just clicking the button assigned to each application. City to provide MS Word & Excel. From within the CompuWeigh™ System, Word, Excel and PDF files can be sent via email to someone inside or outside the City. Using our Batch function within our Report Writer, a Batch can be setup to automatically email to someone the Word, Excel or PDF file as an attachment on a scheduled time. To learn more about our reporting capabilities, see Section B.2.1.17. **This is a standard feature within the application.**

8	Within our Report Writer, calculations can be performed. This includes summarizing, averaging, getting the minimum or maximum of any numeric field including but not limited to weights, fees and rates. This includes Total and Sub-Totals by the use of sort and grouping features found in our Report Writer. See Section B.2.1.17 for additional information on our Reporting functions. From within the WeighStation system, Shift Totals can be used to track the number of load, net weight, tip fee, special fees and total fees by Transaction, Payment, Vehicle, Origin, Material, Destination, Bill Account & Truck. Additional fields and reports can be made available by the City's administrator. To access the Shift Totals, the scale attended can select it from a button at the bottom of the screen or pressing the F5 key. Customized reports can be added to the Shift Total function for a minimal fee. For more information on Shift Totals, see Section B.2.1.8. **This is a standard feature within the application.**
9	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® and Microsoft SQL Server Reporting Services (SSRS) for more detailed or graphic reports. Crystal Reports® can be purchased separately as an off the shelf product from any local software retailer. PSLLC can also create reports in either Crystal Report® or SSRS for a nominal fee.
10	The CompuWeigh™ System can run across a Microsoft network and over any topology. This includes LAN and WAN. PSLLC recommends that the system be installed at each site (main & remote sites) and run locally in order to ensure uptime. PSLLC handles the transfer of data to and from the sites in near real time using our Message Queuing Module. When a network connection is available the data is loaded in near real time. If the connection is lost, the remote sites are still able to process transactions. Once the connection is re-established, the data will automatically start to transfer. By using the City's WAN/LAN, the CompuWeigh™ System can be accessed for management and reporting purposes from anywhere. Licensing for CompuWeigh™ is based on concurrent users. Licensing for WeighStation is based on desktop users. See Section B.2.1.15 for additional information on our Message Queuing Module. **This is a standard feature within the application.**
11	The WeighStation program provides the means for capturing real time data as the point of sale system. Gross, Tare and Net weights are displayed and stored within the transaction file along with truck, trailer, bin, bill account, haul account and many other fields. Rates can be set by Weight, Flat Fee, Quantity as well as Special Fees. These rates can be set by Material Type, location (Site), type of vehicle and many other options as well as Special Fees. Account specific rates can be set by customer if needed. See Section B.2.1.1 for additional information on WeighStation. **This is a standard feature within the application.**
12	PSLLC offers our customers a comprehensive support program through our Standard Support Services Agreement. Our support team is available for questions, resolve issues and offer advice on our system. We currently provide support to 6 different times zones throughout the United States and Canada (including Hawaii.and Alaska). See Section A.4 for additional information on Support. Besides phone support, PSLLC also offers a web portal for reporting and tracking of your open issues, access to our knowledgebase and other option as well as submitting incidents by email. See Section A.4.1.4 for additional information on Customer Web Portal. **This is a standard feature within the application.**

Management and Implementation
Management Plan
PSLLC understands and can meet the following as stated in Section II, Part B of the RFP within the ten (10) business days up formal notification of execution of contract:
• Project Control Plan
• Functional System's Requirement Documentation
• Initial System Test

PSLLC also understand the System Reliability Testing as described in Section II, Part B of the RFP within two (2) days after the System is ready for City's use and will be considered successful after fourteen (14) days during which no less than ninety-nine (99%) of the System has been functioning at an acceptable level of performance.

System Implementation:

The Contractor shall:
1. Deploy the system for production (live) use no later than the week of June 1st, 2017.

PSLLC can deliver and implement the software in approximately 30-60 days of contract execution.
2. Install the necessary hardware and software at the City sites and initialize the system.

PSLLC to install the software and any hardware proposed in RFP 999.
3. Perform necessary tests on the installed system components to ensure system is functional.

4. Develop and conduct training for both administrators and the users. Training is expected to include security configuration, user setup, daily operations, and cover such items as preventative maintenance, troubleshooting, and routine maintenance as well.

For training, PSLLC offers remote and onsite training prior to going live with the City's data populated within the software. 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. The training is performed using the customer's own data (accounts and trucks) thus allowing the users to become more familiar with the system.

5. Provide documentation including operating manuals and online help at no additional cost. A data dictionary and layout for the database should also be provided. The City shall be granted the right to reproduce any training materials for its internal use.

PSLLC will provide the following: WeighStation Manual, Administration Manual, and CompuWeigh Manual in electronic format and one (1) hard copy if necessary. Customer may make unlimited copies for internal use. This is a standard feature within the application.

6. Develop a test system designed to aid in the training of personnel and test new functionality prior to its implementation in the production system. This system shall be separate from, but parallel to, the operations version of the system to facilitate training without the possibility of inadvertently affecting live data on the actual production database.

7. Convert data from the current system as necessary.

PSLLC can convert data and import Customers, Trucks, Transactions and any other needed tables from the customer's current software program. PSLLC has converted data from the City's current vendor for other customers who have converted to the CompuWeigh™ System. This includes Excel worksheet as described in the RFP.

8. Start up and monitor the entire system, taking immediate corrective action on areas which are not operating in accordance with the requirements contained herein.

PSLLC will have staff on site for prior and post Go-Live to take immediate corrective action should an undesirable event should occur.

9. Provide a reporting tool to aid in monitoring system performance.

Throughout the entire CompuWeigh™ System, the audit log records who creates and modifies any record within the system. This includes Transactions, Accounts, Trucks, Materials and any other table within the system. It also records all user's log in and log out times as well as errors generated by the system. The audit log also records events from the system which allows for easy troubleshooting.

10. Respond immediately to reports from the City of system failure and take immediate corrective action.

PSLLC will provide the Customer with a comprehensive support program through PSLLC's Standard Support Services Agreement. Our support team is available for questions, resolve issues and offer advice on our system. PSLLC currently provide support to 6 different times zones throughout the United States and Canada (including Hawaii and Alaska).

Conceptual Implementation Plan
PSLLC will be involved in all steps of the implementation from project award, to go-live and post go-live.
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.

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. 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 will utilize 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 Customer 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.

PSLLC's timeline, for information purposes.

ID	Task Name	Duration	Start	Finish
1	Contract Award / Notice To Proceed	1 day	Mon 4/10/17	Mon 4/10/17
2	Agreement Execution	4 days	Tue 4/11/17	Fri 4/14/17
3	Remote Kick-off Meeting	1 day	Mon 4/17/17	Mon 4/17/17
4	Develop Project Management Plan	9 days	Tue 4/18/17	Fri 4/28/17
5	Develop Test and Acceptance Plan	9 days	Tue 4/18/17	Fri 4/28/17
6	Develop Training Plan	9 days	Tue 4/18/17	Fri 4/28/17
7	Complete Facility Survey	17 days	Tue 4/18/17	Wed 5/10/17
8	Import Trucks / Accounts / Rates / Etc	5 days	Thu 5/11/17	Wed 5/17/17
9	Review Facility Survey - Begin Database Configuration	17 days	Thu 5/11/17	Fri 6/2/17
10	Perform On-Line Demo with County data for County Staff	1 day	Mon 6/5/17	Mon 6/5/17
11	Correct any issues discovered during on-line demo	7 days	Tue 6/6/17	Wed 6/14/17
12	Perform On-Line Demo with County data for County Staff (if necessary)	1 day	Thu 6/15/17	Thu 6/15/17
13	Installation in County Test Environment	1 day	Fri 6/16/17	Fri 6/16/17
14	County Sign-Off on initial software configuration	5 days	Mon 6/19/17	Fri 6/23/17
15	On-Site Software Installation/Training	4 days	Mon 6/26/17	Thu 6/29/17
16	Go Live	1 day	Fri 6/30/17	Fri 6/30/17
17	Convert Historical Data	5 days	Fri 6/30/17	Thu 7/6/17
18	County Sign-Off of Final Acceptance	5 days	Fri 7/7/17	Thu 7/13/17
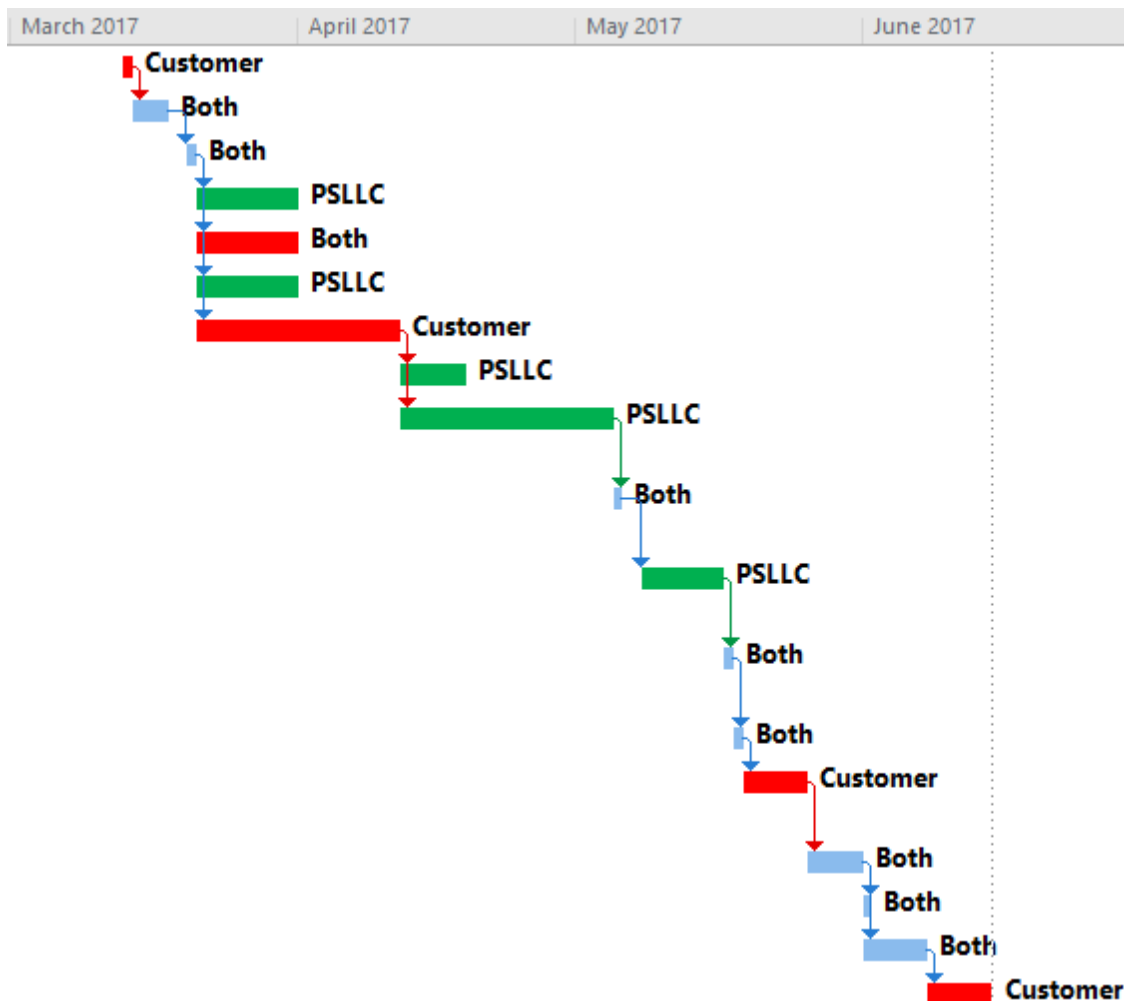
PSLLC anticipates that a final implementation plan will be developed mutually as part of the contract negotiations. PSLLC has performed many installations where the process has been all at once, broken down into many steps with separate installs for separate locations and also with phased in sites one at a time. PSLLC will work with the Customer after award to identify gaps that need to be addressed.

Conceptual Testing Plan
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 will be scheduleded to run on the Customer's 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 PSLLC may provide 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
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, we are more concerned with getting users familiarized with the process.

PSLLC recommends the Customer run 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
  - 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.

Conceptual Training Plan
The following is a sample training plan for the CompuWeigh™ System. All training will be provided by PSLLC staff members.

Time (estimated)	Task
8:00 AM – 11:30 AM	**WeighStation Training:** • Train Employees (Office Staff and Scale operators) on WeighStation Program • Enter Practice Tickets • Discuss Procedure for Running Parallel
12:30 PM – 3:30 PM	**CompuWeigh Training:** • Train Employees (Office Staff) on CompuWeigh Program; Account Maintenance; Truck Maintenance; Transactions; Posting; Reporting; Security/User Rights
3:30 PM – 4:30 PM	**Additional WeighStation, CompuWeigh, Admin, or IT Training (as needed):** • Provide additional training sessions, as needed • Review Game Plan For Go Live

PSLLC has developed a comprehensive training program to instruct the scale house operators in the use of WeighStation and users/management in the use of the CompuWeigh□ System. PSLLC's policy of transitioning from the client's current software and converting the truck and account data prior to the installation will allow the customer the opportunity to be trained using their own account information. This will provide the users with the ability to train on familiar data and relate the training to day-to-day operations at their location. We have found this to be a great benefit for the users in the operation of the software, as this will help generate questions on how to handle certain situations pertaining to their responsibilities. The training sessions will be conducted over a designated period during which employees will utilize the current version of our standard operator's manual and perform hands on operation of the CompuWeigh™ System at each level of responsibility. A schedule for training the Customer's personnel will be mutually agreed upon and every attempt will be made to coincide with current work schedules. PSLLC also has the capability of providing some initial training and/or demonstrations of the software via the internet. We utilize aWeb 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 of 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.

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 #1	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		
Financial #2	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		
Manager #1	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		
Manager #2	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		
IT	Administrator	XX/XX/17	2:00 pm		
Office/Clerical #1	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		
Office/Clerical #2	CompuWeigh	XX/XX/17	1:00 pm		
	WeighStation	XX/XX/17	8:00 am		

Conceptual Change Management Plan

The following 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.

City Resources

Based on PSLLC proposed implementation plan, an estimated number of City personnel hours would be approximately 300. This would include Contract Award, Agreement Execution, Kick-Off Meeting, Development of Test and Acceptance Plans, Completion of the Facility Survey, participation in on-line demonstrations, training, installation, go-live, final acceptance and historical data conversion. 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.

Technical Capabilities and Resource

PSLLC product was developed with the latest releases of technology from Microsoft. PSLLC's application is written completely in .NET and is operating on the latest Servers, Operating Systems, SQL Databases, Office Suite and Management Studio available from Microsoft. The design of the application allows for a near 100% up time as PSLLC understand the necessity of this functionality. With a single executable, the ease of installation and user friendly design.

Support Policies and Response Standards

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.

Support

PSLLC will provide a comprehensive support program through our Standard Support Services Agreement. PSLLC 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 PSLLC's software and a new update is usually available on a weekly basis. Customers can obtain these updates at any time via any of the above means. Any and all issues for support of the software are to be reported to PSLLC via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email Support@ParadigmSoftware.com with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. PSLLC is constantly improving our support call tracking workflow in order to continue to provide outstanding support and service to our customers. PSLLC has implemented a website which includes a knowledge base, ftp site for updates, etc. PSLLC has 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 is 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 PSLLC's 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.

Ranking Scale

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.

Support Methods

PSLLC will offer a variety of methods for support. By phone, email and website submittal support). Normal business hours are 6:00 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). Afterhours emergency support is available 24/7. Included is an example of web support functionality where the customer can track the status of open requests.

Remote Support

PSLLC will provide the customer remote support that meets the Customer's requirements. PSLLC may use 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 PSLLC will be able to see the actual error or issue. For bug fixes and also for training staff.

System Description
Overview

The CompuWeigh™ System is used at the scale house and the administrative office. The primary features of the 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® may be purchased by the Customer 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.

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
- 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).

EXHIBIT B
COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Paradigm Software, L.L.C.
Fee Proposal

Item Description	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5	Total
Total Hardware Cost	-	-	-	-	-	-
Total Software Cost	11,600.00	-	-	-	-	11,600.00
Total Implementation Services Cost	9,200.00					9,200.00
Total Hosting Service Cost (if applicable)	-	-	-	-	-	-
Total Options Cost	-	-	-	-	-	-
Total Options Service Cost	-	-	-	-	-	-
Annual Maintenance Cost	2,340.00	2,386.80	2,434.54	2,483.23	2,532.89	12,177.45
Additional Costs:						-
1)						-
2)						-
3)						-
4)						-
5)						-
6)						-
7)						-
8)						-
9)						-
10)						-
Grand Total	23,140.00	2,386.80	2,434.54	2,483.23	2,532.89	32,977.46

Qty	UM	Description	Unit Price	Extended Price
		CompuWeigh™ System Software		
1	LN	WeighStation Program license (connected to a scale)*	$4,500.00	$4,500.00
1	FF	Message Queuing Module*	$1,500.00	$1,500.00
2	EA	1-concurrent user CompuWeigh™ Program License*	$500.00	$1,000.00
1	FF	Rules / Alerts Module*	$2,500.00	$2,500.00
1	FF	Insufficient Funds / Split Payments Module*	$1,500.00	$1,500.00
1	FF	WeighStation Program license (not connected to a scale)*	$3,000.00	$3,000.00
		Software Sub Total		**$14,000.00**
		Software Discount		**(S4,000.00)**
		Paradigm Software Sub Total		**$10,000.00**
		Customizations		
1	FF	Customization - Historical Data Conversion (does not include accounting data)*	$1,600.00	$1,600.00
		Customizations Sub Total		**$1,600.00**
		Installation/Training		
1	DY	Remote Installation - To be used for remote installation in test environment	$1,600.00	$1,600.00
4	DY	On Site Installation/Training/Go-Live - 1 Tech	$1,900.00	$7,600.00
		Installation and Training Sub Total		**$9,200.00**
		Annual Support		
1	YR	Annual Support (begins 90 days after Go-Live)	$2,340.00	$2,340.00
		Annual Support Sub Total		**$2,340.00**
		System Sub-Total		**$23,140.00**
		Standard Terms		
		40% - Upon Acceptance Contract Acceptance		$9,256.00
		40% - Upon Go-Live		$9,256.00
		20% - Due 30 Days After Go-Live		$4,628.00
				$23,140.00

*Used in calculating Annual Support

(First year of support due 90 days after installation)

Annual Support - Year 1	$2,340.00
Annual Support - Year 2	$2,386.80
Annual Support - Year 3	$2,434.54
Annual Support - Year 4	$2,483.23
Annual Support - Year 5	$2,532.89

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A.   The Contractor shall have insurance that meets the following minimum requirements:

   1.   Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than $1,000,000.

   2.   Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

   Bodily Injury by Accident - $500,000 each accident
   Bodily Injury by Disease - $500,000 each employee
   Bodily Injury by Disease - $500,000 each policy limit

   3.   Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

   $1,000,000   Each occurrence as respect Bodily Injury Liability or
                        Property Damage Liability, or both combined
   $2,000,000   Per Job General Aggregate
   $1,000,000   Personal and Advertising Injury

   4.   Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be $1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

   5.   Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of $1,000,000.

B.   Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C.   Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.