

Memorandum



Date: October 6, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(F)(9)

From: Carlos A. Gimenez
Mayor

Resolution No. R-953-20

Subject: Recommendation for Approval to Award a Contract to Paradigm Software, LLC Pursuant to Request for Proposal (RFP) No. 00754, Scale House Operations Software and Hardware System

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-00754, Scale House Operations Software and Hardware System*, for the Department of Solid Waste Management. The current legacy contract, L9867-1/20-1, was awarded under delegated authority for a two-year term with one, two-year option to renew term.

The County's current scale house operations system, CompuWeigh, processes approximately 480,000 inbound and outbound waste disposal transactions and has over 200 customer accounts, generating in excess of \$100 million annually in billing invoices. These transactions are conducted at seven major facilities located across the County. CompuWeigh, which was obtained pursuant to a competitive procurement process in 2012, has reached its end-of-life functionality, and as a result, it is not performing at optimal capacity which is causing delays, downtime and potentially loss of revenue.

This replacement contract will provide a new Scale House Operations System (System) developed, configured, customized, installed, and tested to meet Solid Waste Management's needs. The System will be inclusive of all software licensing, documentation, training, and subsequent software maintenance and technical support for the life of the contract. The System will be used to maintain the day-to-day operations and administrative duties for the operation of the scales at all major scale house processing facilities of the County.

The County issued a competitive Request for Proposals on June 13, 2019 to obtain proposals from qualified firms capable of providing a Scale House Operations System. The solicitation was advertised via Bidsync and over 12,000 vendors were invited, of which 61 downloaded the solicitation document. A pre-proposal meeting was held on June 20, 2019, and three vendors attended the meeting. On July 17, 2019, a single proposal from Paradigm Software, LLC was received. The proposal was evaluated and negotiations were held, achieving an overall savings of approximately 13 percent from the proposed costs for the initial term.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial six-year term is \$1,391,523. Should the County choose to exercise, at its sole discretion, the two, three-year options to renew, the estimated cumulative value will be \$2,282,623. The current contract, Contract No. L9867-1/20-1, is valued at \$262,438 for a four-year and three-month term and expires on October 31, 2020. The allocation under the replacement contract is higher than the current contract because the current contract is for maintenance and support services only; whereas, the replacement contract is for the purchase of a new system, that includes licensing, installation, configuration, customization, development, testing and implementation services.

Department	Allocation	Funding Source	Contract Manager
Solid Waste Management	\$1,391,523	Proprietary Fund	Edward Duran
Total:	\$1,391,523		

Track Record/Monitor

Sade Chaney of the Internal Services Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the initial term of the contract, including any cancellation, except the extension of the options to renew term, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The two, three-year option to renew terms will be presented to the Board for approval under a separate agenda item.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition. One proposal was received in response to the solicitation.

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. Software and hardware systems, such as the System being offered to the County, require highly specialized vendors equipped to complete customizations specific to facilities and operating environments. There are no qualified vendors for the System located in Miami-Dade County.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Paradigm Software, LLC	113 Old Padonia Road Suite 200 Cockeysville, Maryland	None	0	Jackie Barlow
			0 %	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the client department. The scope of services was updated to include installation, configuration, customization, development, testing and implementation services.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise Selection Factor and Local Preference were applied.
- The Living Wage does not apply.



Jennifer Moon
Deputy Mayor



MEMORANDUM (Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(9)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(9)
10-6-20

RESOLUTION NO. R-953-20

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-00754 TO PARADIGM SOFTWARE, LLC FOR PURCHASE OF SCALE HOUSE OPERATIONS SOFTWARE AND HARDWARE SYSTEM FOR THE DEPARTMENT OF SOLID WASTE MANAGEMENT WITH AN ESTIMATED FISCAL IMPACT TO THE COUNTY IN AN AMOUNT OF UP TO \$1,391,523.00 FOR THE INITIAL SIX-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, EXCEPT FOR ANY EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

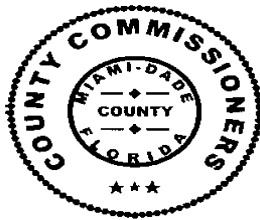
Section 1. This Board approves award of Contract No. RFP-00754 for purchase of Scale House Operations Software and Hardware System for the Department of Solid Waste Management, in substantially the form attached and made a part hereof, for the six-year term, with an estimated fiscal impact to the County in an amount of up to \$1,391,523.00.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contract, except for any extension provisions, pursuant to 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	absent	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Scale House Operations Software and Hardware System
Contract No. RFP-00754

THIS AGREEMENT for the provision of a Scale House Operations Software and Hardware System (the "Agreement") made and entered into as of this _____ day of _____ by and between Paradigm Software, L.L.C., a limited liability company organized and existing under the laws of the State of Maryland, having its principal office at 113 Old Padonia Road, Suite 200, Cockeysville, Maryland 21030 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (the "County").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Scale House Operations Software and Hardware System (the "System"), on a non-exclusive basis, that shall conform to the Scope of Services (see Appendix A); Miami-Dade County's Request for Proposals ("RFP") No. RFP-00754 and all associated addenda and attachments and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated July 17, 2019 (the "Contractor's Proposal"); and,

WHEREAS, the County desires to procure from the Contractor such System for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" to mean the (i) Articles, (ii) Scope of Services, (iii) all other appendices and attachments hereto, and (iv) all amendments issued hereto.
- c) The words "Contract Date" to mean the date on which this Agreement is effective.
- d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

- e) The word "Contractor" to mean Paradigm Software, L.L.C. and its permitted successors.
- f) The words "Contract Date" to mean the date on which this Agreement is effective, which shall be the date of the parties' signature, whichever is later.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "Licensed Software" to mean the commercially available programs, programming language, and data in machine readable code licensed by the Contractor to the County.
- j) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- l) The words "Service" or "Services" to mean the installation, configuration, customization, development, testing, and implementation of the System to operate in an optimal fashion in accordance with the Scope of Services.
- m) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.
- n) The words "Version Update" to mean either (i) any changes to the product that is made within the same version that the County is currently licensed (i.e., going from version 6.1 to 6.2), or (ii) a new installation of the product in which it has drastically changed from the prior version (i.e., going from version 6.x to 7.x).
- o) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Article 1 to Article 46; 2) Appendix A; and 3) Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.
- g) The titles, headings, captions and arrangements used in these terms and conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, or affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned excluding servers and workstations, in this Agreement but necessary to carrying out its intent as required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated in the Agreement.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement

said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the Contract Date and shall continue through the last day of the seventy-second (72) month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional three-year terms. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Department of Solid Waste Management
2525 NW 62nd Street
Miami, FL 33147
Attention: Raul Trabanco
Phone: 305-514-6726
E-mail: Raul.Trabanco@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Namita Uppal
Phone: (305) 375-1574
E-mail: namita.uppal@miamidade.gov

(2) To the Contractor

Paradigm Software, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
Attention: Mr. Jackie W. Barlow, II / Chief Operating Officer

Phone: (410) 329-1300
E-mail: jackie.barlow@paradigmsoftware.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. GRANT OF LICENSE

- a) Contractor shall own all rights, title, and interest in and to the Licensed Software and the related source code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvement, derivations, or other variations thereof. This Agreement does not transfer to the County under any circumstances any of the Contractor's ownership rights in the Licensed Software.
- b) License. The Contractor hereby grants to the County and its full-time, part-time or contract employees a limited, nonexclusive, non-sublicensable and non-transferable license for the term of the Agreement to access and use, solely in object code form, the Licensed Software, over the Internet, with a limited number of County-defined concurrent end user accounts to Licensed Software as per this Agreement.
- c) Use of License. The Licensed Software is provided to the County solely for the County's governmental and business purposes, to the extent such purposes are described in this Agreement, and in compliance with applicable laws and regulations, including without limitation laws and regulations applying to privacy and personal information. County is solely responsible for ensuring that only authorized personnel have access to the Licensed Software.
- d) License Restrictions. County will not and will not attempt to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the software used in the Licensed Software; (b) provide, lease or lend the Licensed Software to any third party except as expressly authorized hereunder; (c) remove any proprietary notices or labels displayed on the Licensed Software; (d) create a derivative work of any part of the Licensed Software; or (e) use the Licensed Software for any unlawful purpose.
- e) Term of the License. The term of the license herein granted is twelve (12) years commencing with the Contract Date, unless terminated earlier as provided herein (the "License Term"). If County purchases a Version Upgrade at any time during the License Term, provided that the Version Upgrade was purchased for an amount equal to at least fifty percent (50%) of the initial purchase price plus installation charges of Contractor's then current rate per day per person, the License Term will renew for ten (10) years. The County is purchasing version 6.x in this Agreement. Upon expiration of the License Term, the County shall return to Contractor, or at Contractor's option, destroy the original and all copies of the Software and Documentation.
- f) Title and Ownership. Contractor is and shall be the exclusive owner or sublicensor, as appropriate, of: (i) the Software; (ii) the Documentation and all associated materials provided to the County; and (iii) all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Licensed Software shall be considered a part of the Licensed Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of

Licensed Software and Documentation are provided by Contractor on loan during the License Term. County shall keep the License 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 Contract. County hereby assigns to Contractor all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Licensed 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. Unless Contractor agrees otherwise, County shall not disclose, divulge or communicate to any person (including consultants), except to County's employees and consultants (but then only to the extent necessary for operation of the Licensed Software) the Licensed Software or Documentation.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Work, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord

and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Department of Solid Waste Management
2525 NW 62nd St. 5th Floor
Miami, FL 33147
Attention: Raul Trabanco, Assistant Controller

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors, including removal of any of Contractor's employee(s) in accordance with Article 11. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes, if applicable.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.
5. Cyber Liability Insurance to include privacy, media Liability and coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense in an amount not less than \$1,000,000 per occurrence.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days of notification of award. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) Both Parties agrees that at all times it will employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Parties agree to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the other Party, should the Parties make a determination, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) Both Parties warrant and represent that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) Both Parties shall at all times cooperate with the other Party and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

ARTICLE 14A. DISPUTE RESOLUTION

- a) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- b) Both Parties must, in the final instance, seek to resolve every difference concerning the Agreement. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- c) In the event of such dispute, the parties to this Agreement authorize a County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- d) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE AND RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers, shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing.

ARTICLE 19. ASSIGNMENT

The Contractor Neither Party shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the other Party.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Work performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County. County will not unreasonably withhold such approval.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

Both Parties understand and agree that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent speculative predictions of future events: (a) the County makes no representations or guarantees; (b) the County shall not be responsible for the accuracy of the assumptions presented; (c) the County shall not be responsible for conclusions to be drawn therefrom; and (d)

any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. COUNTY TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and/or has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services; and
 - v. take no action which will increase the amounts payable by the County under this Agreement.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the

Effective Termination Date; and

- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.
- i) Upon termination, the obligations of Contractor set forth in Article 7 (Grant of License) and Article 28 (Confidentiality) shall survive termination.

ARTICLE 23A. CONTRACTOR TERMINATION

- a) Contractor may terminate this Agreement in the event of default by County, including failure to pay fees and charges, at any time after sixty (60) days written notice of such default and the default remaining uncured after the notice period.
- b) Upon termination, County shall only use the Software in accordance with Article 7 (Grant of License). Upon termination, the obligations of County set forth in Article 7 (Grant of License) and Article 28(Confidentiality) shall survive termination. Contractor's rights of repossession may be enforced by Software disablement.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by either Party. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis, provided that such delay in delivery was not based upon the County's inaction;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

- vii. the Contractor has failed in the representation of any warranties stated herein;
 - viii. the County has failed to make payment to Contractor for any Services.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of either Party, the Party shall notify the other Party (the "Default Notice"), specifying the basis for such default, and advising the Party that such default must be cured immediately or this Agreement may be terminated. Notwithstanding, the Party may, in its sole discretion, allow the other Party to rectify the default to the Party's reasonable satisfaction within a thirty (30) day period. The Party may grant an additional period of such duration as the Party shall deem appropriate without waiver of any of the Party's rights hereunder, so long as the other Party has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Party prescribes. The Default Notice shall specify the date the Party shall discontinue the Services or use of the Services and/or Licensed Software upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the other Party shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Party's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works (as defined in Article 30 below) and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) Both Parties shall advise each of its employees, agents, subcontractors and suppliers who

may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Parties agree to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractor's employees with the approval of the lessor or Contractor thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including

- all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) **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, 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 this Agreement. 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 any portion of this Agreement.
- c) Except as otherwise provided in subsections a, and b above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. *Miami-Dade County Ownership Disclosure Affidavit*
(Section 2-8.1 of the Code of Miami-Dade County)

2. *Miami-Dade County Employment Disclosure Affidavit*
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)

3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
14. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
15. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain

the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one (1) percent (0.25%) of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspector generals to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession,

custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity, in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- a) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- b) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- c) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- d) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- e) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- f) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- g) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination".
- h) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft".
- i) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations".
- j) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing Deliverables or Services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the two percent (2%) UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the two percent (2%) UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the two percent (2%) UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. ADDITIONAL PROJECTS/PROFESSIONAL SERVICES

During the term of the Contract, including any extensions or renewals thereof, the County may request additional projects and/or professional services related to those provided in Appendix A. In the event that the County requires such services, the County shall request a detailed Statement of Work from the Contractor that shall define in detail the services to be provided. The County and the Contractor shall mutually agree upon the terms and conditions required to complete the Statement of Work. Statement(s) of Work to be completed on time and materials basis shall not exceed the hourly rates defined in Appendix B. Each Statement of Work executed hereunder shall automatically incorporate the terms and conditions of this Contract.

ARTICLE 41. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 43. PAYMENT CARD INDUSTRY COMPLIANCE

The Contractor shall comply with the Payment Card Industry ("PCI") Data Security Standards in effect and at all times throughout the term of this Agreement.

- a) The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet PCI compliance requirements:
 - 1. Contractor's current annual PCI compliance certification. The County has the auditing right to request copies of the PCI compliance certifications at a later time.
 - 2. During an installation or a major system upgrade, the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across the County's systems and networks.
 - 3. Vendor Form – Payment Application(s) are only applicable to the vendor who is installing the product in County environment.
- b) Contractor shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update its solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c) Sensitive authentication data and primary account number shall not be stored by the vendor application at any point, even if masked. Any other card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
- d) Point of Sale ("POS") and retail transactions must be routed directly to the County's merchant provider (ELAVON), and must be EMV (Europay, Mastercard and Visa) compliant. All POS and retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, and Samsung Wallet.
- e) Internet transactions must be routed through the County's Internal Payment Gateway (i.e., Payment Card and eCheck).
- f) Transactions processed through the County's Internal Payment Gateway are prohibited from accepting / processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Contractor applications to interact with its Internal Payment Gateways:
 - 1. Web-based Credit Card Transaction Service
 - 2. Web-based ACH (e-Check) Transaction Service

The Contractor application interfaces directly with the County's Internal Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund, and recurring payments. The County will also provide all the necessary URLs for these services, as well as, documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with the County's Internal Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization level. This option also requires for the vendor application to be hosted on a server inside Metronet, since the County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, the County can develop a Payment Module Web Application (the "Payment Module") that will service the vendor's application.

ARTICLE 44. WARRANTIES

Limited Warranty. Contractor does not warrant that the Software or the Documentation is free of errors or defects. Contractor 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 Final Acceptance by the County, when operated as recommended. Contractor will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. County shall allow Software access to Contractor through dedicated remote communications for this purpose. The foregoing is County's sole and exclusive remedy, and Contractor's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon County's written notice in compliance with Contractor'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. Contractor makes no warranty as to the Hardware or any products (including software) not manufactured by Contractor.

County acknowledges that no express warranties have been made by Contractor 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. Contractor disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, nonintegration, merchantability of a computer program, informational content and County's purpose and system integration. Contractor makes no warranty that the Licensed Software will be error-free.

ARTICLE 45. LIMITATION OF LIABILITY

Contractor shall maintain insurance as per Article 10 of this Agreement. Contractor shall otherwise not be liable to County for any consequential, special, incidental, punitive or indirect damages (including without limitation of loss of profit, business opportunity or business advantage), whether, except as excluded below, 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, Contractor's monetary liability shall in no event exceed the total of Two (2) times the contract value, including any renewal periods. Claims resulting from or related to the following matters shall not be subject to the limitation of liability set forth herein:

- (1) Bodily injury, death, or damage to real property or to tangible personal property caused by Contractor's negligence.
- (2) Breach of Article 27 (Patent and Copyright Indemnification) or Article 28 (Confidential Information).
- (3) Claims arising from Contractor's gross negligence or willful misconduct.

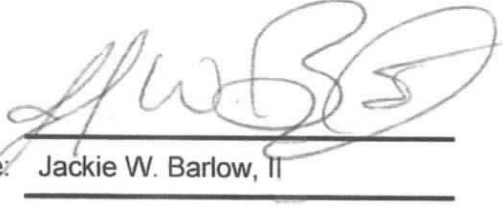
ARTICLE 46. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: 

By: _____

Name: Jackie W. Barlow, II

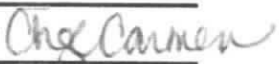
Name: Carlos A. Gimenez

Title: Chief Operating Officer

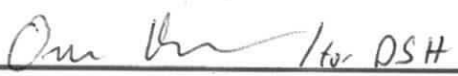
Title: Mayor

Date: 4-9-2020

Date: _____

Attest: Cheryl L. Carmen 
Corporate Secretary/Notary PublicAttest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency
Assistant County Attorney

Appendix A

Exhibit 1

Standard Support Services and System Implementation

1. **County Responsibilities.** County agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to County hereunder and to install and maintain for the duration of this Agreement, an adequate connection for remote support approved by Paradigm. County shall allow Paradigm access to the Software via this connection for the purpose of providing Standard Support Services and will pay all line use charges. County will provide Paradigm with data 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 Paradigm. 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 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. County shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.
2. **Coverage.** The Software eligible for Standard Support Services (as defined below) are CompuWeigh as updated with all current modules, applications, amendments, alterations, enhancements, improvements and updates furnished to County from time to time under warranty (the "Software"). Standard Support Services shall be rendered only to the County's currently supported version of Software running with the applicable operating system version supported by Paradigm.
3. **Standard Support Services.** During the term of this Agreement, Paradigm will provide to County its Standard Support Services described in this paragraph (the "Standard Support Services"). Subject to the license granted to County in the Software, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to Paradigm which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to County by Paradigm describing the use of the Software (the "Documentation"). Such Standard Support Services will be promptly provided after County has identified and notified Paradigm of any such error in accordance with Paradigm's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Exhibit 3. Standard Support does not include the re-installation of the Software or the running of updates to the Software on the County's workstations, servers, or other hardware. The re-installation of the Software or running of updates to the Software on the County's workstations, servers or other hardware will be billed at Paradigm's then-applicable rates, and in accordance with Exhibit 3. Paradigm will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:00 a.m. through 7:00 p.m. Eastern Time on weekdays, except Paradigm holidays. Such consultation will be available only to one contact or alternate, designated by County in advance in writing from time to time. In addition, if Paradigm elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally,

Paradigm will deliver updates of the Software to County from time to time, without any charge other than as specified in Exhibit 2 attached hereto. Paradigm will provide On-Site Quarterly Professional Services and may include: Update PSLLC software; review database and log sizes; review queues; clean up OldDaily directory; review maintenance plans; ensure all hardware is operational and determine if anything should be replaced and inform customer of any quotes to be provided for this replacement; maintenance work on kiosks and RF readers, such as cleaning, checking connections, securing any loose wiring; discuss operations with employees to discuss if there are any issues with the software; on-site specialist should review any open incidents with employees; review and update Visio diagrams; provide additional training to users as requested; or review any new enhancements.

4. Training. Paradigm shall provide standard training in the use of the Hardware and Software according to Appendix B of this Agreement. Such training will be provided at a mutually agreeable location either remote or at a County location during installation.
5. Delivery. Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made as per the Agreement between both Parties. Appendix B hereto shall specify who will install and set up the Hardware. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Paradigm (including software) are as provided by the applicable third-party manufacturers. Good and merchantable title and risk of loss in and to the Hardware shall pass to County upon delivery.

Exhibit 2

Scope of Services

General

This Exhibit 2 – Implementation Milestones (the “Milestones”) forms part of the Agreement between the Parties dated as of the Effective Date of the Agreement for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, software, and services for the delivery of the CompuWeigh™ Version 6 (the “Scale House Software Solution”). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the County and Paradigm will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

Paradigm’s Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all Paradigm’s resource assignments for the Project. This Implementation Plan will be reviewed, modified and accepted by both parties.

Paradigm’s Project Manager will be responsible for:

- (a) Submitting the detailed Implementation Plan to the County by an agreed upon date after the execution of the Agreement.
- (b) Ensuring CompuWeigh™ interfaces with scale regardless of make or model, provided scale has appropriate interface.
- (c) One-time import of accounts, trucks and rates from current system to CompuWeigh™ and historical transactional data if agreed to within the Agreement.
- (d) Providing regular progress reports as the situation warrants and/or as the County reasonably requests, including meeting/interviewing with County Personnel throughout the Project as required.
- (e) Meeting/Interviewing County Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
- (f) Attending status meetings either in person or via a designate (as determined by Paradigm) or through conference calls or such other means as may be mutually agreed upon.
- (g) Working with the County’s Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
- (h) Making required modifications to the Milestones in order to obtain necessary approval(s).
- (i) Serving as Paradigm’s key contact for the County.

The County's Project Manager will be responsible for:

- (a) Ensuring the mutually agreed project management communication methodology is followed.
- (b) Serving as the key contact for Paradigm; coordinating status meetings either in person or via a designate (as determined by the County) or through conference calls or such other means as may be mutually agreed upon; working with the Paradigm Project Manager to resolve any issues.
- (c) Approving or disapproving the Paradigm Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any County comments, rejection or approval will be given to Paradigm no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the County by Paradigm.
- (d) Providing clarification and applicable instructions as requested by Paradigm throughout the Project.
- (e) Monitoring Paradigm work progress and Milestones; and providing overall direction, management and leadership for the County Project team.
- (f) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of Paradigm's request (whichever is greater), unless the Project Managers from Paradigm and the County mutually agree to an extended response time.
- (g) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
- (h) Using his/her best efforts to obtain signoff and approval from the County, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
- (i) Forwarding any required Notice of Acceptance to the Paradigm Project Manager, as appropriate.

The Services will be performed at Paradigm's/County's facilities as needed during the Project provided that should Paradigm request resources from the County, such request must be reviewed and approved by the County Project Manager. The County will determine if facilities and appropriate resources will be made available as may be requested from time to time by Paradigm.

The County will make every effort to provide a site suitable to support the necessary Paradigm Personnel for the duration of the Project with telephone and network access.

The County will make available to Paradigm the necessary County Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

Functional Areas of Responsibility

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

- (1) County's Project Manager: The County's Project Manager(s) will be the focal point of decision-making and communications between Paradigm and the County.
- (2) County's Project Team: Under the direction of the County Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.
- (3) Paradigm's Project Manager: The Paradigm's Project Manager is responsible for the Milestones and will ensure overall County satisfaction for the Project.
- (4) Paradigm Consultant(s)/Architect(s)/Specialist(s): Under the direction of the Paradigm Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

Project Team Members

The County and Paradigm will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

Objectives

- (1) The Objectives for the Project are for Paradigm to implement a fully integrated Scale House Software Solution. This includes the conversion and migration of existing account data from current vendor and truck weighing data from scale, installation and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.
- (2) The Scale House Software Solution must include the ability to do the following:
 - (a) Must integrate with a Payment Card Industry (PCI) compliant solution for credit card processing.
 - (b) Collect the required information on all loads entering and leaving the County's facility.
 - (c) Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.
 - (d) Track all material and tonnages disposed of by paying customers, residents, contractors and charities.
 - (e) Collect and manage information on loads, tonnages and balances by material type.
 - (f) Calculate the appropriate charges for loads entering and leaving the sites.
 - (g) Provide fraud controls and audit functions.
 - (h) Track account balances for customers (if using the Accounts Receivable and Aging Module).
 - (i) Collect account information to support the following accounts types and activities:
 - i. Charge accounts
 - ii. Check
 - iii. Invoicing
 - iv. Process payments
 - v. Credit Cards
 - (j) Provide Reporting capabilities including:
 - i. Operational reporting
 - ii. Management reporting
 - (k) Retrieve information to plan new programs and improve productivity in facility operations.
 - (l) Implement the requirements identified in the Agreements.
 - (m) Ad-hoc reporting.
 - (n) Other functional requirements as specified in the Agreement.

Baseline Project Implementation Plan

The following baseline project implementation plan will be the starting point for discussions during the kickoff meeting. Both Parties will discuss, modify and an update project implementation plan will be agreed upon.

Task Name	Duration	Start	Finish	Predecessors
CW6 Implementation	144.63 days	Mon 4/13/20	Fri 10/30/20	
Phase 1 - Project Initiation	36.63 days	Mon 4/13/20	Tue 6/2/20	
Knowledge Transfer From BD to Implementation	1 hr	Mon 4/13/20	Mon 4/13/20	

Kickoff Plan	2 hrs	Mon 4/13/20	Mon 4/13/20	2
Customer Approval of Kickoff Plan	1 day	Mon 4/13/20	Tue 4/14/20	3
Book Travel for Kickoff Config Trip	2 hrs	Tue 4/14/20	Tue 4/14/20	4
On-Site Kickoff Meeting and Walkthrough	3 days	Tue 4/28/20	Fri 5/1/20	5FS+10 days
Hardware	22 days	Fri 5/1/20	Tue 6/2/20	
Order Hardware	14 days	Fri 5/1/20	Thu 5/21/20	6
Ship Hardware	1 day	Thu 5/21/20	Fri 5/22/20	8
Install Hardware	7 days	Fri 5/22/20	Tue 6/2/20	9
Programmer to Search for CUSTCODE Specific Code (Upgrades Only)	1 hr	Mon 4/13/20	Mon 4/13/20	2
Provide Customer with initiation documentation	1 hr	Fri 5/1/20	Fri 5/1/20	6
Customer to provide remote access	5 days	Fri 5/1/20	Fri 5/8/20	6
Customer to complete Facility Survey	5 days	Fri 5/1/20	Fri 5/8/20	6
Collect Data	1 day	Fri 5/8/20	Mon 5/11/20	13
Facility Survey Review	1 day	Fri 5/8/20	Mon 5/11/20	14
Create Version 6 Database and Folder Structure	1 hr	Mon 5/11/20	Mon 5/11/20	15
Custom Report Review	2 hrs	Mon 5/11/20	Mon 5/11/20	16
Visio Diagram/Documentation	1 day	Mon 5/11/20	Tue 5/12/20	16
Review Conversion INI Tool Results	2 hrs	Mon 5/11/20	Tue 5/12/20	17
Programmer Liaison Meeting	1 hr	Tue 5/12/20	Tue 5/12/20	20
Ticket Setup and Review	1 hr	Tue 5/12/20	Tue 5/12/20	20
Initial Data Load of Setup Tables - Partial Historical Data Conversion	4 hrs	Tue 5/12/20	Tue 5/12/20	20
Phase 2 - Testing	29.63 days	Tue 6/2/20	Tue 7/14/20	
Deliver Initial (Dev) Environment	0.38 days	Tue 6/2/20	Wed 6/3/20	
Core Installation of Dev Environment	2 hrs	Tue 6/2/20	Tue 6/2/20	1
AR and Aging/Posting	1 hr	Wed 6/3/20	Wed 6/3/20	26
WeighPay Configuration Install	1 hr	Wed 6/3/20	Wed 6/3/20	26
Transaction Scenario Guide and Documentation	1 day	Wed 6/3/20	Thu 6/4/20	25
Substantial Adhoc Report Conversion/Creation	1 day	Wed 6/3/20	Thu 6/4/20	25

Training Plan	2 hrs	Thu 6/4/20	Thu 6/4/20	29
Customer Approval of Training Plan	1 day	Thu 6/4/20	Fri 6/5/20	31
Training Trip #1	6 days	Fri 6/5/20	Mon 6/15/20	
Training for Resource Recovery, West Transfer Station, Central Transfer Station and South Dade Landfill at 58th Street - Collections Building	2 days	Fri 6/5/20	Tue 6/9/20	32
Training for Northeast Transfer Station and North Dade Landfill at Northeast Scalehouse & #A Building	1 day	Tue 6/9/20	Wed 6/10/20	34
Training for Medley Landfill at Medley Landfill Scalehouse	1 day	Wed 6/10/20	Thu 6/11/20	35
Training for Accounting Division and Reports Generating Staff	2 days	Thu 6/11/20	Mon 6/15/20	36
Customer to test/evaluate the dev environment	20 days	Mon 6/15/20	Mon 7/13/20	37
Customer Approval of Development Environment	1 day	Mon 7/13/20	Tue 7/14/20	38
Phase 3 - Prepare for Go Live	16.5 days	Tue 7/14/20	Wed 8/5/20	
Implementation Work Plan (HW Config and Go-Live)	2 hrs	Tue 7/14/20	Tue 7/14/20	39
Customer Approval of Implementation Work Plan	1 day	Tue 7/14/20	Wed 7/15/20	41,31
Book Travel for HW Config Trip	2 hrs	Wed 7/15/20	Wed 7/15/20	42,4
Book Travel for Go Live Trip	2 hrs	Wed 7/15/20	Wed 7/15/20	42,4
Deliver Prod Environment	0.38 days	Tue 7/14/20	Tue 7/14/20	
Core Installation of Prod Environment	2 hrs	Tue 7/14/20	Tue 7/14/20	39
MSMQ Configuration	1 hr	Tue 7/14/20	Tue 7/14/20	46
E-mail Configuration	1 hr	Tue 7/14/20	Tue 7/14/20	46
Batch Report Creation	1 hr	Tue 7/14/20	Tue 7/14/20	46
Database Maintenance Task	1 hr	Tue 7/14/20	Tue 7/14/20	46
Hardware Configuration Trip	5 days	Wed 7/29/20	Wed 8/5/20	43FS+10 days, 5FS+10 days
Phase 4 - On Site/Go Live	5.5 days	Wed 7/29/20	Thu 8/6/20	
Go Live Prep Purge Test Data and Final Steps Prior to Go Live Milestone (History, Audit Trails, Test Data)	2 hrs	Wed 8/5/20	Thu 8/6/20	54
On Go Live	5 days	Wed 7/29/20	Wed 8/5/20	44FS+10 days

Final Historical Transaction Data Conversion	4 hrs	Wed 8/5/20	Thu 8/6/20	54
Phase 5- Project Closeout	61.38 days	Thu 8/6/20	Fri 10/30/20	
POST Installation Checklist	3 hrs	Thu 8/6/20	Thu 8/6/20	52
Knowledge Transfer from Install to Support	1 hr	Thu 9/17/20	Thu 9/17/20	57FS+30 days
Install Manager Post Go Live Follow Up	1 day	Thu 9/17/20	Fri 9/18/20	57FS+30 days
Introduction to Support Department	1 day	Thu 9/17/20	Fri 9/18/20	58
Business Development Follow Up	1 day	Thu 10/29/20	Fri 10/30/20	57FS+60 days

1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Install Team

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in County record:
 - Set Version Number
 - Set Site, Licensing and Module information
 - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)

- Schedule and perform kickoff meeting.
- Provide County with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for County to complete.
- Introduce County to our website to track incidents.
- Provide County with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by Paradigm to County.

Paradigm will be responsible to:

- (1) Initiate a kick-off meeting which will include a site survey with the County Project Team to review and confirm the County requirements. This will include confirmation and verification of the hardware the County will need to acquire (if any) to deploy the Software within the County's environment.
- (2) Leverage the existing County infrastructure in place and be able to integrate with the existing environment as described. This includes providing the County with general requirements for electrical and communication connections for each equipment location included in the project.
- (3) Provide a Testing Plan for the testing of the Scale House Software Solution in the County's environment, including a list of County staff positions that should be involved in the testing which will also be provided to the County Project Manager for acceptance; however, notwithstanding, the County shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
- (4) Determine the dates for which the requirements identified as "Customizations" and which were priced in the Agreement will be available based upon mutual agreement.
- (5) Establish the work efforts and the resources necessary for the Project.
- (6) Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the

- implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.
- (7) Provide a detailed role-based Training Plan for the County's users of the Scale House Software Solution and County's staff assigned to support the application; the Training Plan will be delivered to the County Project Manager for acceptance.
 - (8) Purchase, configure and install all hardware provided by Paradigm as listed on Appendix B in this Agreement.

County will be responsible to:

- (1) Provide Paradigm with a copy of the database from the current system for conversion requirements.
 - (2) Provide Paradigm with the appropriate technical resources and information to be used to create the County's database.
 - (3) Review, comment and if acceptable, approve the hardware specifications.
 - (4) Ensure that Paradigm has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the County for installing and configuring the Scale House Software Solution.
 - (5) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.
 - (6) Provide Notice of Acceptance with respect to the approved Milestones.
- 3. Milestone 3 – Order Hardware**
- County to order any hardware as necessary to support the Scale House Software Solution. Paradigm to provide Minimum/Recommended System Requirements.
 - Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.
- 4. Milestone 4 – Programmer to Search for CustCode Specific Customizations (Upgrades Only)**
- Paradigm task to assign programmer to search CW5 code for customer specific programming/comments.
 - Create additional incidents if customizations are necessary.
- 5. Milestone 5 – Facility Survey Review**
- Paradigm and County to review completed survey.
- 6. Milestone 6 – Vision Diagram/Documentation**
- County to provide images/pictures of facility(ies).
 - Scale house
 - Scale lanes
 - Site
 - Paradigm will create Visio diagram of the following:
 - Title page
 - Device legend
 - Overhead satellite view
 - Building layout
 - Hardware diagram
 - System architecture
 - Birds-eye view
 - MSMQ
 - Unattended

7. Milestone 7 – Collect Data

- County to provide current CW5 database and INI files from Office and all remote sites.
 - OF2 files will help determine office settings.
 - WS2 files will help determine scale settings.
 - Dev files will help determine existing hardware in use.

8. Milestone 8 – Create Version 6 Database and Folder Structure

- Paradigm will use DBUpdate6 to create CW6 Database and Folder Structure.
- County to inform Paradigm on which version of SQL will be used.

9. Milestone 9 – Review Conversion INI Tool and INI Files

- Paradigm will run the tool to copy office INI files to C:\PD30\INI, run tool, save as excel file, and then run tool again for each additional site's INI files.
- Paradigm to review any device INI files to search for existing hardware.
- Paradigm to run record count script to review tables to make sure there are no custom/odd/less frequently used tables being used.
- Paradigm installation tech will closely examine the table limiting by site settings.
- Paradigm to review the [SiteCode] column in the rates table in conjunction with these settings.
- Paradigm will make sure CW6 is configured properly to match the actual behavior of CW5.
- Relevant CW5 INI settings:
 - WS2
 - [Main]
 - PTRange
 - VTRange
 - OTRange
 - MaterialRange
 - DTRange
 - ET1Range
 - ET2Range
 - ET3Range

10. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion

- To use DBUpdate6 to convert all setup tables and approximately (1) year (most recent) of historical transactions.
 - Prior to running conversion program, use DBUpdate6 to update the new blank database to the latest CW6 structure and run DBUpdate in CW5 to upgrade the old database to the most recent CW5 structure.
- Discuss with County the plan if setup data will be loaded again in the future. At some point, customer will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

Paradigm will be responsible to:

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

County will be responsible to:

- (1) Provide sample data as required.
- (2) Review the data mapping document.
- (3) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist Paradigm in correcting the errors.
- (4) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the Paradigm application.
- (5) Make sure County Personnel, space and other resources are available for Scale House Software Solution deployment to all County Sites.
- (6) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (7) Review Scale House Software Solution Documentation.

11. Milestone 11 – Test Environment Milestone

- Paradigm and County will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
 - Allows the County to test any update provided by Paradigm resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The County can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
 - Allows County's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
 - Allows County's existing employees to test any of the thousands of software setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

Paradigm will be responsible to:

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

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

County will be responsible to:

- (1) Review and approve the draft acceptance test proof of concept document.
- (2) Execute, review and approve acceptance test results.

- (3) Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 – Production Environment Milestone

- Paradigm and County will create a Production Environment for both the office and various site servers/workstations that will be using the software.

13. Milestone 13 – Transaction Scenario Guide and Documentation

- Paradigm and County will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- For Upgrade Customer only, Paradigm will create reports from CW5 database to analyze most common transactions for past 12 – 18 months.
- The guide is critical for County user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- Paradigm will supply County with electronic CW and WS Training guides and manuals including documentation and manuals for reinstallation of site servers and workstations.

Paradigm will be responsible to:

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

County will be responsible to:

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

14. Milestone 14 – Programmer Liaison Meeting

- Paradigm to assign Programmer Liaison.
 - Install technician will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the install manager.

15. Milestone 15 – Remote Training

- Paradigm to provide County with any remote training as identified in the Agreement.
 - Train on adhoc reporting and to recreate customer reports prior to going onsite.
 - Run through WeighStation and CompuWeigh Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. Milestone 16 – Configure Hardware

- Paradigm and County to test and configuration of hardware provided in the Agreement.
- Paradigm and County to test and configuration of hardware (such as printers, scales, etc.).

17. Milestone 17 – MSMQ Configuration

- Paradigm to successfully install and test MSMQ prior to on-site arrival.

18. Milestone 18 – Ticket Setup and Review

- County to provide Paradigm with desired ticket layouts.
- Paradigm to create desired ticket layouts.
- County to confirm/approve ticket layouts.

19. Milestone 19 – Email Configuration

- County to provide Paradigm with Email credentials.
- Paradigm will configure Email within the software.
- County will test Email configuration.

20. Milestone 20 – WeighPay Configuration

- Paradigm and County to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware – Paradigm and County to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
 - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- Paradigm to document Middleware/Gateway, and Processor.
- County to provide responses to the following questions (additional questions may be necessary):
 - Does County do pre-authorizations?
 - Does County use Store and Forward?
 - Does County require signatures?
 - Does County let operators perform voids/refunds?

21. Milestone 21 – Custom Report Review

- County to provide reports that are to be created within CW6.
- Paradigm and County have agreed that Paradigm will provide the standard reports with CW6 and any Crystal Reports created by Paradigm in CW5. Any reports created by the County in CW5 will be re-created by the County in CW6.

22. Milestone 22 – Ad-hoc Report Conversion/Creation

- County to provide reports that are to be created within CW6.
- Paradigm to train County on the creation of Ad-hoc Reports.

23. Milestone 23 – Batch Report Creation

- County to provide Paradigm reports that are to be included in Batch (Scheduled) Reports.

24. Milestone 24 – AR and Aging/Posting

- Using Paradigm's AR and Aging:
 - County will provide Invoice and Statement layouts.
 - County will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. Milestone 25 – Book Travel

- Paradigm Tech to meet with Install Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with County and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with County.
- Paradigm to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. Milestone 26 – Installation Work Plan

- Paradigm to present County with the specific schedule of the events that will occur while on-site.
- County to approve installation work plan.

27. Milestone 27 – Database Maintenance Task

- Paradigm to configure and setup the Universal Service and scheduling PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If County's Data Base Administrator schedules their own backups, Paradigm will work with DBA to ensure proper files are included.

28. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live

- Paradigm will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- Paradigm to perform file backup.
- Depending on the County's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
 - InsFunds tables (Purge and Reload if Upgrade)
 - Z Out (Purge and Reload)
 - Trans table for the testing period
 - Hold Table (Hold Trans)
 - Actg Batch table (If Using AR and Aging)
 - A2_Payment table (If using AR and Aging)
 - Offense Table (if using offenses)
 - CustomFreeUnits Trans (If Using Custom Free Units)
 - Purge History Schema (Use DBUpdate)
 - Purge Audit Logs (Use DBUpdate)
 - Reset Sequence Numbers
 - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

29. Milestone 29 – Go-Live

- Paradigm and County will participate in this Milestone to cutover from the current solution to CW6.

30. Milestone 30 – Final Historical Transaction Data Conversion

- Paradigm may need to reload most recent transactions up to Go-Live.
- Paradigm will convert five (5) years of historical transaction data as required per the Agreement.

- Setup tables should not be reloaded after Go-Live.

31. Milestone 31 – Post Installation Checklist

- Paradigm and the County will mutually review Post Installation Checklist to ensure all items have been completed.
- Paradigm will provide the Final Installation Note document to the County to assist with understanding the transition from the installation team to the support team.

32. Milestone 32 – Knowledge Transfer from Install to Support

After a full billing has occurred and/or thirty (30) days whichever is longer, the installation technician will present the details of the project to the Support team.

- Present the installation to the Support Team. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

33. Milestone 33 – Install Manager Post Go-Live Follow-Up

- Paradigm's Install Manager will schedule a call with the County's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the County and if there are any open items that need to be address.

34. Milestone 34 – Introduction to the Support Department Manager

- Schedule call with Support Manager, Lead Install Tech and County's Primary Contact to introduce the Support Manager and detail the support process to the County to ensure County is contacting support for support related issues going forward.

35. Milestone 35 – Business Development Follow-Up

- Task for Business Development to contact County's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

Exhibit 3

Service Levels

1. Definitions

In this Exhibit 3, the words set out below will have the following meanings:

- **"Business Day"** shall refer to 7:00 a.m. to 7:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday and Friday, except for statutory holidays.
- **"Custom Hardware"** means all hardware assembled or manufactured to meet County specifications and supplied to the County by Paradigm pursuant to the Agreement.
- **"Incident"** means any County query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the County purchased or leased from Paradigm.
- **"Hardware"** means all hardware supplied to the County by Paradigm pursuant to the Agreement.
- **"Software"** means all software supplied to the County by Paradigm pursuant to the Agreement.
- **"Statutory Holidays"** – the following days are the statutory holidays that Paradigm's Offices are closed. If any changes, Paradigm will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
 - **New Year's Day** – January 1st if it falls on a weekday, else the Monday following
 - **Good Friday** – Friday before Easter Sunday
 - **Memorial Day** – The first Monday following May 22nd
 - **Independence Day** – July 4th if it falls on a weekday, else the Monday following
 - **Labor Day** – 1st Monday in September
 - **Thanksgiving** – 4th Thursday in November
 - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between Paradigm and the County for support services to be provided by Paradigm to the County, thereby ensuring a timely and efficient resolution to any Incidents encountered by the County in the use of Software.

3. Objectives of Service Level Requirements

The County and Paradigm acknowledge and agree that the purpose of this Exhibit 3 is:

- To create an environment of co-operative relationship between Paradigm and the County to ensure effective support for the County's end users.
- To document the responsibilities of the County and Paradigm 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 Paradigm.
- To define the services to be provided by Paradigm and the level of service, which can be expected by the County.
- To detail the information Paradigm requires from the County in order for Paradigm to

begin its investigations of an Incident.

- To provide a common understanding of service requirements/capabilities.

4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the County and Paradigm to communicate credible and reliable information.

First, the County and Paradigm acknowledge and agree that it is important that there be a clear chain of communication between Paradigm and the County.

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

During the provision of Standard Support Services, Paradigm is required to comply with the County's protocols for remote access and software change control.

4.1 Type 1 – Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform customer of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3

4.2 Type 2 – Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of custom hardware (provided by Paradigm per manufacturer's warranty)
- Inform customer of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

Type 3 – Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents
- Problem replication
- Third-Party software integrations (provided by Paradigm)
- Inform customer of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.3 Type 4 – Updates and Installations

- Provide Updates to County for installation in Test Environment
- Provide Updates to County for installation in Production Environment

4.4 Type 5 – Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.5 Type 6 – Review and Refresh (Billable)

- Multi-day session on topics to be agreed with County; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by County
- Advise on Best Practices

5. Service Level Requirements**5.1 Incident Severity Ranking**

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the County and Paradigm under one of the following three classifications and according to their "severity ranking" impact on core areas of the Software function listed in the table below:

- (1) Displaying information to Operators
- (2) Capturing information from site peripherals
- (3) Acquiring / Storing information from the Software

Severity Ranking	Identification	Description
1	Emergency	Complete stop or major breach of the Software or Hardware ceases County operations for one or more users at a critical period. (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	High	Major problem that disrupts operations during working hours. A work around may be available to assist the customer until the problem is resolved. Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of "Emergency". (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	Medium	Problem that impacts operations and requires resolution and has an acceptable workaround for the short term. (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	Low	Minor problem or request for information from users. (Example: Configuration settings, requests for information purposes only, etc.).

5	Wish List	Suggestions for improvement, ideas or input from customers that would be considered for future updates or upgrades to the application.
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5.2 Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately but no more than fifteen (15) minutes to the County or contact in the immediate hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours
2 High	Respond immediately but no more than thirty (30) minutes to the County or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and County representative
3 Medium	Respond immediately but no more than thirty (30) minutes to the County or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and County representative

4 Low	Respond immediately to the County or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and County representative
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5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the "Required Outcomes" column of the table in Section 5.2 of this Exhibit 3 and/or would have a noticeable and negative effect on the County's operations, the County can escalate and address the problematic situation with the management team of Paradigm to agree on a plan of corrective actions. As part of Paradigm's Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by Paradigm to the designated Paradigm and County management contacts.

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

6. Paradigm Support Hours of Service

Emergency Severity Incidents

Paradigm offers telephone coverage 24x7x365 for incidents with critical impact on operations, i.e. those with "Emergency" severity ranking as defined by the table in Section 5.1 of the Exhibit 3, with response time for Emergency Incidents within one hour.

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 7:00 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 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

- **Weekends – Friday to Monday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays – From 7:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. Paradigm Primary Reporting Responsibilities

Paradigm proposes to review, on an annual basis, the performance of the support team in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually-agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with Paradigm in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. County Primary Reporting Responsibilities

County will provide a prime and secondary Contact(s) through which all reported problems encountered by the County would be funneled for subsequent notification to Paradigm. These individuals must have a working knowledge of the software and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The County is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the County's operation. The County will refer all problems to Paradigm in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on County Operations:
- Other pertinent information (as appropriate):
- The County will supply Paradigm with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that Paradigm can investigate reported problems.
- In order to maintain ongoing Standard Support Services, the County is responsible to ensure all Support payments to Paradigm are current.

9. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure

thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the County and Paradigm.

10. Other Service Level Requirements Exclusions

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

- County infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

Appendix B

Price Schedule – Variable Costs

Qty	UM	Description	Unit Price	Extended Price
3	DY	3 Specialists – On-Site Kick-Off Meeting and Initial Walkthrough – Not to exceed. County will be invoiced for time used.	\$11,400.00	\$34,200.00
5	DY	4 Specialists – Hardware Configuration – Not to exceed. County will be invoiced for time used.	\$12,448.00	\$62,240.00
5	DY	4 Specialist – Go-Live – Not to exceed. County will be invoiced for time used.	\$12,448.00	\$62,240.00
80	HR	Report Creation Time (Only to be used for reports not included in this Agreement and only as approved by the County) – Not to exceed. County will be invoiced for time used.	\$250.00	\$20,000.00
480	HR	Remote Project Management / Software Installation / Training Time – Not to exceed. County will be invoiced for time used.	\$225.00	\$108,000.00
6	DY	2 Specialists - Training (County will provide an adequate training facility with necessary computers for the training sessions at 58 th Street – Collections Building, Northeast Scalehouse & 3A Building, Medley Landfill Scalehouse and MLK Building – Conference Room. County has requested training for an estimated 40 staff members over 6 days. Additional staff or days would require additional time)	\$6,146.66	\$36,879.96
80	HR	After Hours – To be used for any after hours work necessary for Go-Live or more than 8 hours a day. County will be invoiced for time used.)	\$337.50	\$27,000.00
<u>Variable Costs Total</u>				<u>\$350,559.96</u>

Variable Costs Payment Schedule

Items listed in the Price Schedule – Variable Costs will be invoiced monthly based on work performed in the prior month against the appropriate line item. County will only be invoiced for work performed.

Price Schedule – Fixed Costs

Qty	UM	Description	Unit Price	Extended Price
1	FF	Upgrade to CompuWeigh 6.0 (Includes all currently owned licenses, modules and customizations - does not include the re-creation of reports. CW6 was completely re-written from the ground up and contains many improvements in workflow and functionality. As this is a completely new version, it is the customers responsibility to test all aspects of the system as it pertains to the customer's business. PSLLC does not warrant that all base functionality in CW5 will be in CW6, nor do we warrant that every aspect of the system will work in the new version exactly as it did in CW5. Reports included with CW6 are: • Accounting ○ A2_Activity ○ A2_Aging ○ Aging Detail ○ Aging ○ AgingByARRevAcct ○ AgingByCustomerType ○ AgingInCompanyNameOrder ○ AgingInNumericAcctOrder • Batch ○ Batch Totals By Site ○ Batch Totals Routing ○ Batch Total • Debit Memo List • Invoice • Invoice2 • CW6_Analysis_All • CW6_Analysis_Landfill • CW6_Analysis_Transfer • CW6_Cash_Journal_Entries • CW6_Compliance_Weekly_Comparison • CW6_DDF_Analysis_All • CW6_DDF_Analysis_Landfill • CW6_DDF_Analysis_Report_Disc_Accts • CW6_DDF_Analysis_Transfer • CW6_DDF_AnalysisOTonnage_Top25 • CW6_User_Fee_Tonnage_All • CW6_User_Fee_Tonnage_Landfill • CW6_User_Fee_Tonnage_Transfer • CW6_Weekly_Tonnage • ZOutDep • AcctQuick • Avery5160-6	\$171,645.00	\$171,645.00

- Avery5162-6
- Avery5260-6
- Shift Totals
 - Transaction Totals
 - Payment Totals
 - Vehicle Totals
 - Origin Totals
 - Material Totals
 - Destination Totals
 - Special Fee Totals
 - Extra Table 1 Totals
 - Extra Table 2 Totals
 - Extra Table 3 Totals
 - Extra Table 4 Totals
 - Extra Table 5 Totals
 - Hour of Day Totals
 - ½ Hour of Day Totals
 - Total By Truck Totals
 - Total By Bill Acct Totals
 - Day of Month Totals
 - WeekDay Totals
 - Month of Year Totals
 - Site Totals
 - Day of Year Totals
 - Week of Year Totals
 - Quarter of Year Totals
 - MT by OT Totals
 - MT by BillAcct Totals
 - CheckNum Totals
 - BillAcct by CheckNum Totals
 - Truck by CheckNum Totals

Licensing and Modules currently owned by the County and included are as follows (Each module listed above has its own License Type - This is provided to the County at a 50% discount):

- 15 EA CompuWeigh Licenses (concurrent)
- 20 LN WeighStation Licenses (desktop)
- 16 LN Signature Capture Module
- 16 LN WeighPay Module (credit card hardware to be provided by the credit card vendor)
- 16 LN Check Verification Module (hardware to be provided by the check vendor)
- 16 LN Video/Picture Module
- 16 LN Rules / Alerts Module
- 1 FF Message Queuing Module
- 1 FF Accounts Receivable and Aging Module
- 6 LN Unattended Module
- 6 LN RF Module
- 6 LN Light Module
- 6 LN Touch Screen Module)

1	FF	Insufficient Funds/Split Payments Module	\$5,244.75	\$5,244.75
1	FF	Software Discount	(\$5,244.75)	(\$5,244.75)
16	LN	Driver's License Scanning Module	\$1,102.50	\$17,640.00
10	EA	CompuWeigh Program License (concurrent)	\$551.25	\$5,512.50
16	EA	Barcode Scanner for Driver's License Scanning	\$675.00	\$10,800.00

Licensing, Customization and Implementation Total* **\$205,597.50**

Year 1 – Annual Support Services Total*** **\$70,031.22**

Year 1 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements) **\$65,600.00**

*Will be invoiced based on the Payment Schedule below.

**This would be triggered by go-live and prorated for the remaining time of year one (1) of the contract from the time of execution, as implementation is estimated to be 6 months.

Fixed Costs Payment Schedule

100% Hardware Due Upon Delivery	\$10,800.00
25% Balance of Fixed Costs Due Upon Receipt of Software	\$48,699.38
25% Balance of Fixed Costs Due Upon Test Environment Acceptance (Milestones 1-11)	\$48,699.37
25% Balance of Fixed Costs Due Upon Production Cut-Over (Milestones 12-31)	\$48,699.38
25% Balance of Fixed Costs Due Upon Final Acceptance (Milestones 32-25)	\$48,699.37

Software Licenses / Modules

County has the option to add the items listed below during the term of the Agreement at the unit price listed below. Paradigm agrees to honor the prices in listed below for version CW6 for the life of the Agreement. Price does not include any adjustment to Annual Support based on the addition of these licenses / modules.

Qty	UM	Description	Unit Price
1	FF	Web Reporting and Payments Module (Customer must enter into an agreement with a Paradigm approved credit card provider and solution will be hosted by Paradigm. Additional hosting fees will apply and will be invoiced based on usage.)	\$27,294.75
1	EA	CompuWeigh Program License (concurrent)	\$551.25
1	LN	WeighStation Program License (desktop)	\$6,063.75
1	LN	WeighPay Module	\$2,475.00
1	LN	Signature Capture Module	\$1,250.00
1	LN	Driver's License Scanning Module	\$1,102.50
1	LN	Check Verification Module	\$1,386.00
1	LN	Video / Picture Module	\$1,750.00
1	LN	Unattended Module	\$2,800.00
1	LN	RF Module	\$1,750.00
1	LN	Light Module	\$1,560.00
1	LN	Touch Screen Module	\$1,375.00

FF – Flat Fee; LN – Lane; EA – Each; DY – Day; HR – Hour

Annual Support Services and Maintenance Visits Payment Schedule

(Based on current configuration, if additional licenses or modules are added, the subsequent years will be increased by the costs for support of the additional modules)

Year 2 – Annual Support Services Total	\$71,431.22
Year 2 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00
Year 3 – Annual Support Services Total	\$72,860.48
Year 3 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00
Year 4 – Annual Support Services Total	\$74,317.69
Year 4 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00
Year 5 – Annual Support Services Total	\$75,804.04
Year 5 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00
Year 6 – Annual Support Services Total	\$77,320.13
Year 6 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00

Option to Renew 1 (Three Years)

(Based on current configuration, if additional licenses or modules are added, the subsequent years will be increased by the costs for support of the additional modules)

Year 7 – Annual Support Services Total	\$78,866.53
Year 7 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00
Year 8 – Annual Support Services Total	\$80,443.86
Year 8 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00
Year 9 – Annual Support Services Total	\$82,052.74
Year 9 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00

Option to Renew 2 (Three Years)

(Based on current configuration, if additional licenses or modules are added, the subsequent years will be increased by the costs for support of the additional modules)

Year 10 – Annual Support Services Total	\$83,693.79
Year 10 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00
Year 11 – Annual Support Services Total	\$85,367.67
Year 11 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00
Year 12 – Annual Support Services Total	\$87,075.02
Year 12 – Remote and/or On-Site Support (to be used as requested by the County and will be quoted and invoiced based on requirements)	\$65,600.00

Optional Professional Services / Hourly Rates

Service	Hourly Rate Straight Time		
	Term	OTR 1	OTR 2
Project Manager	\$225.00	\$240.00	\$255.00
Developer	\$275.00	\$295.00	\$315.00
Web Developer	\$275.00	\$295.00	\$315.00
Trainer	\$225.00	\$240.00	\$255.00
System Administrator	\$275.00	\$295.00	\$315.00
Database Administrator	\$275.00	\$295.00	\$315.00
Executive Time (CEO/COO)	\$300.00	\$325.00	\$350.00