# The City of SAN DIEGO

## Request for Proposal (RFP) for
## Landfill Scale House Ticketing System REBID
## Addendum A

| | |
|---|---|
| **Solicitation Number:** | 10090012-24-K |
| **Solicitation Issue Date:** | November 17, 2023 |
| **Pre-Proposal Conference:** | No pre-proposal will be held. |
| **Questions and Comments Due:** | December 1, 2023 @ 12:00 p.m. |
| **Revised Proposal Due Date and Time ("Closing Date"):** | **December 18, 2023 @ 2:00 p.m.** |
| **Contract Terms:** | Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions. |
| **City Contact:** | Kristine Kallek, Senior Procurement Contracting Officer kkallek@sandiego.gov (619)-236-6041 |
| **Submissions:** | Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), **or** an electronic proposal via PlanetBids, of their response as described herein. |
| | **The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign). Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.** |

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER** *10090012-24-K*
*Landfill Scale House Ticketing System REBID*

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) 10090012-24-K Landfill Scale House Ticketing System REBID (Contractor).

### RECITALS

On or about 11/17/2023, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Landfill Scale House Ticketing System as further described in the Scope of Work, attached hereto as Exhibit B.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

### ARTICLE I
### CONTRACTOR SERVICES

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Environmental Services Department ("ESD" or "Department") is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Todd Alexander,
Information Systems Analyst
9601 Ridgehaven Court, Suite 210
(858) 627-3313
AlexanderT@sandiego.gov

### ARTICLE II
### DURATION OF CONTRACT

**2.1 Term.** This Contract shall be for a period of Five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services.  The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date**. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

## ARTICLE III
## COMPENSATION

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed $272,992.34. Initials: _JWB I_

## ARTICLE IV
## WAGE REQUIREMENTS

**4.1** Reserved.

## ARTICLE V
## CONTRACT DOCUMENTS

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; Contractor's Proposal, the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st  Any properly executed written amendment to the Contract,

2nd  The Contract.

3rd  The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any.

4th  Contractor's Pricing; and

5th Contractor's Proposal.

**5.4    Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5    Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Paradigm Software, LLC
_____
Proposer

113 Old Padonia Road, Suite 200
_____
Street Address

Cockeysville, MD 21030
_____
City

410-329-1300
_____
Telephone No.

billing@paradigmsoftware.com
_____
E-Mail


BY:
_____
Signature of
Proposer's Authorized
Representative

Jackie W Barlow II
_____
Print Name

President / Chief Operating Officer
_____
Title

12/11/2024
_____
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:
_____

Print Name:

Claudia C. Abarca
_____
Director, Purchasing & Contracting
Department

January 27, 2025
_____
Date Signed


Approved as to form this 28th day of

January , 20 25 .
Heather Ferbert, City Attorney

BY: _____
Deputy City Attorney

RFP – Goods, Services, & Consultants
Revised: November 8, 2016
OCA Document No. 841661_3

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Addendum A
December 8, 2023

**EXHIBIT A**
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

    **1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

    **1.1 Reserved.**

    **1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department , 1200 Third Avenue, Suite 200, San Diego, CA  92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

    **1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

    **1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

    **1.4.1** Reserved.

    **1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

    **1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

    **2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A – Submission of Information and Forms.**

    **2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

    **2.2** Exceptions requested by proposer, if any. Proposers must list or reference each specific exception they are requesting. For each requested exception, proposers must

provide proposed alternative or amended language in their initial proposal submittal for potential consideration. The proposer must also present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto.

It is not acceptable for proposers to take exception to terms or conditions in general, with a request to later discuss or negotiate specific terms within the RFP / Contract. Nor is it acceptable to refer to other contracts for alternative language. The City will not consider exceptions addressed elsewhere in the proposal, nor will the City consider exceptions for which no specific alternative or amended language is provided.

Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non– responsive, or award the Contract without proposer's proposed exceptions.

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Exhibit D – IT Standards.

**2.6** Exhibit E – Technical Requirements.

**2.7** Exhibit F – Functional Requirements.

**2.8** Exhibit G – Screenshots.

**2.9** Exhibit H – Price Proposal.

**2.10** Voluntary Product Accessibility Template (VPAT).

**2.11** Additional Information as required in Exhibit B.

**Tab B – Executive Summary and Responses to Specifications.**

**2.12** A title page.

**2.13** A table of contents.

**2.14** An executive summary, limited to one typewritten page, that provides a high–level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

**2.15** Proposer's response to the RFP.

**2.16** An additional redacted version of Proposer's response to the RFP containing redactions of confidential, proprietary or other information which proposer alleges to be exempt from disclosure under the California Public Records Act, including the legal basis for such exemption, as fully set forth in Section 9. Public Records below.

**Tab C – Cost/Price Proposal.** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3.   Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4.   Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5.   Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6.   Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7.   Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or

modifications are not permissible.

       **7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

       **8.  Incurred Expenses**. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

       **9.  Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA. Additionally, if the proposer considers any part of its proposal confidential, proprietary, trade secret, or otherwise exempt from disclosure under the CPRA, in addition to the requirements above, proposer must also submit a clearly marked redacted version of the proposal at the time of submittal.

       **10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

**B. PRICING**

    **1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

    For example, if the lowest total estimated contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is $105 and the maximum allowable points is 60 points, then that proposal would receive (1 − ((105 − 100) / 100) x 60 = 57 points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

    **2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

    **3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

    **4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

**C. EVALUATION OF PROPOSALS**

    **1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

    **2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

    **3. Evaluation Process.**

        **3.1 Process for Award.** A City-designated evaluation committee (Evaluation

Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by online (e.g., Teams, Zoom), by telephone, and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**3.4 Discussions/Negotiations**. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria**. The following elements represent the evaluation criteria that will be considered during the evaluation process:

<div align="right">MAXIMUM<br>EVALUATION<br>POINTS</div>

**A. Responsiveness to the RFP.**                                           **20**
1.  Requested information included and thoroughness of response
2.  Understanding of the project and ability to deliver as exhibited in the Executive Summary and throughout proposal
3.  Technical Aspects
4.  Exceptions / Risk
5.  Conformity of the Proposed Product to the City functional and applicable IT Mandatory requirements

**B. Staffing Plan.**                                                       **20**
1.  Qualifications of personnel adequate for requirement
2.  Availability/Geographical location of personnel for required tasks
3.  Clearly defined Roles/Responsibilities of personnel

**C. Firm's Capability to Provide the Services and Expertise and Past Performance.**   **30**
1.  Relevant industry knowledge and experience of the Firm and subcontractors
2.  Proposer's (and subcontractor's if applicable) background and experience specifically related to Scale House Ticketing System solutions
3.  Other pertinent experience
4.  Knowledge of the locality of the Project
5.  Proposer's previous experience in providing and implementing a Scale House Ticketing System solution
6.  Capacity/Capability to meet The City of San Diego needs in a timely manner
7.  Proposers References in providing and implementing a Scale House Ticketing System Solution

**D. Price.**                                                               **10**

**E. Mandatory Demonstration/Presentation.**                                **20**
1.  Equipment
2.  Demonstrate in real time that your program can meet the requirements of the RFP
3.  Describe in sufficient detail the ability to provide the functions described in the RFP
4.  Thoroughness and Clarity of Presentation

| SUB TOTAL MAXIMUM EVALUATION POINTS: | **100** |
| **F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms\*** | **12** |
| FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE: | **112** |

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

### D. ANNOUNCEMENT OF AWARD

1.  **Award of Contract**. The City will inform all proposers of its intent to award a

Contract in writing.

2.  **Obtaining Proposal Results**. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3.  **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO INTENT TO AWARD.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1.  **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2.  **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3.** **Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4.** **Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**


A.      **INTRODUCTION AND BACKGROUND**

1.      **Purpose and Overview**. The purpose of this Request for Proposal (RFP) is to award a contract to a qualified proposer to implement, and maintain a fully functional, scalable, integrated Scale House Ticketing system solution for the City in accordance with the terms and conditions of this RFP. The new system will replace the City of San Diego's existing Landfill Scale House Ticketing System which is operated by the Environmental Services Department's (ESD) Disposal and Environmental Protection Division. The successful proposer shall furnish and implement a Software as a Service (SaaS) package solution that satisfies the requirements described in this RFP.  The City expects that the software package solution replacing the Scale House Ticketing will provide ESD with the specified required functions to support daily operations and will serve as the core of an integrated, comprehensive management tool for the Disposal and Environmental Protection Division.

Proposers shall complete and submit all required attachments with their proposal, including, but not limited to, Attachment A – Contractor's Pledge of Compliance form, Equal Opportunity Contracting forms, Exhibit D – IT Standards, Exhibit E – Technical Requirements, Exhibit F – Functional Requirements, Exhibit G – Screenshots, Exhibit H – Pricing Proposal with their Proposal, and  the Voluntary Product Accessibility Template (VPAT).

2.      **Disposal and Environmental Protection Division.** The division pursues waste reduction, recycling, composting, and environmentally-sound landfill management to meet the City's long-term waste disposal needs. Approximately 900,000 tons of waste are currently disposed yearly at the Miramar Landfill. There are approximately 300,000 transactions per year for incoming materials and approximately 27,000 transactions for product sales and outgoing materials. In addition, high quality mulch, compost, and wood chips are made at the Miramar Greenery and are sold to the public. The Disposal and Environmental Protection Division current software system Refuse and Disposal (RAD) is the main Point of Sale (POS) system at the Landfill. Each fee booth is equipped with a vehicle scale that is connected to the workstations which run RAD. This system manages transactions, tonnage data, accounts receivables and accounts; all of which help maximize the efficiency of traffic flow into the Miramar Landfill.

The Miramar Landfill has four fee attendant booths, with five terminals/scales: four inbound and one outbound. Each booth has a dedicated vehicle scale, networked workstation, and dedicated printer. The entrance is located just off the CA State Route 52 freeway which has the potential of causing traffic back-ups, hazardous conditions and potential fines should transaction times extend beyond the norm.


Miramar Landfill is located at:

5180 Convoy Street
San Diego, CA 92111

**Hours of Operation: Monday – Saturday: 7:00 a.m. – 4:30 p.m. (Pacific Time)**

**Holiday Closures: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas**

## B.     EXISTING SYSTEM: RAD EXPLAINED

**1.     RAD.** The Disposal and Environmental Protection Division currently utilizes a customized POS scale house weighing system called RAD. This custom application was developed in-house by the City's former IT service provider.  The system captures real time data at the POS incoming and outgoing transactions at the Miramar Landfill. It has a direct interface with the landfill scales to automatically populate vehicle weight used to calculate fees. RAD has been identified as running on legacy hardware that needs to be brought to current City standards and thus needs to be replaced.

RAD records all transaction information including vehicle information, load weights, date/time, material type, origin, fees, and payment types. RAD manages ticketing, billing, and reporting. The application uses a bi-directional interface with SAP for invoicing and accounts receivable. RAD has a database level relationship with Automated Refuse and Tonnage System (ARTS) and with ESD's Work Order Management System known as Salesforce/Get-It-Done. The application updates its data warehouse through Extract – Transform – Load (ETL), and Business Objects uses the RAD data warehouse for reporting.

## C.     CORE REQUIREMENTS AND DELIVERABLES

1.     **General Requirements.** This section contains minimum mandatory standards for the required functionality of the system. Proposals must comply with these standards or could be deemed non-responsive to this RFP.

**1.1     Introduction.** The City expects that the system solution that will replace the Scale House Ticketing System will provide ESD with the specified required functions to support daily operations, as described in this RFP.

The new Scale House Ticketing System will serve as the core of an integrated, comprehensive management tool for the Disposal and Environmental Protection Division operations. As a result, the technical architecture of the system is important. The technical architecture proposed must address the requirements listed in Exhibit D - IT Standards, Exhibit E - Technical Requirements, Exhibit F - Functional Requirements, and provide the foundation through an open architecture.  It is imperative that the proposed system be based upon widely adopted technical standards that facilitate integration and interoperability with external entities seamlessly. Further, flexibility must be built into the proposed system solution that enables the City to respond to future integration requirements that are currently either unforeseen or lacking in detail.

**1.2     Hosting.** Proposer shall provide a Cloud-Hosted or SaaS for the new Scale House Ticketing System.

**1.2.1  Cloud-Hosted.** Proposed cloud hosting or SaaS for the Scale House Ticketing System must provide guaranteed availability of 99.9% uptime. (See also Exhibit D – IT Standards).

**1.3  ADA Compliance for Technology Solutions**. In addition to the requirements found in section 9.1.2 of the City's General Terms and Provisions, any proposed system solution must be "ADA compliant" by following the U.S. federal standards set forth in the "Electronic and Information Technology Accessibility Standards" (Section 508), found at:  http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards, and with the international standards set by the World Wide Web Consortium (W3C), found at:  http://www.w3.org/WAI/guid-tech.html.

The proposer shall provide a Voluntary Product Accessibility Template (VPAT) with their response, to assist the City in making preliminary assessments regarding Section 508 accessibility of their products and services. The VPAT template is provided by the Information Technology Industry Council at: http://www.itic.org/policy/accessibility.

**1.4  Project Deliverables (Applicable for System Integrator RFPs).** Project deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. It is expected that all paper deliverables will be developed and delivered using the above office productivity tools. Any exceptions must be identified by the Contractor and agreed to by the City. All deliverables and resulting work products from this Contract shall become the property of the City.

**1.5  Support and Minimum Performance Specifications**

**1.5.1  Contingency Plan and Resolution Plan**. The system must (at a minimum) provide 99.9% uptime performance. The successful proposer must provide a contingency plan and resolution plan to allow continued operations while the successful proposer implements a solution to the performance failure. Proposals shall include a description of the proposer's contingency plan and resolution plan.

**1.5.2  Service Level Agreement (SLA).** The City and the successful proposer shall also coordinate to develop an agreed upon SLA that establishes the required response and resolution timeframes for Priority 1, 2 and 3 reported issues, as described below.

**1.5.3  Notification to City of System Failure.** With a Cloud-Hosted solution and or SaaS, the successful proposer must immediately notify the City's designated Information Technology point(s) of contact upon discovery of a system failure.

**1.5.4  Support Model.** With a Cloud-Hosted solution and or SaaS, the successful proposer will provide and maintain a support model for hosting of the system solution. The support model must be global and transferable by design, allowing other support vendors to maintain the hardware and software, if necessary.

In both cases, the support model must be fully operational twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.  This support model

must accept calls, emails and or a web-based ticketing system from City personnel as they have questions or issues pertaining to the system solution. The successful proposer's response and issue resolution must fall within the following time parameters:

| Priority Levels | Impact | Response Time | Resolution Time |
|---|---|---|---|
| Priority 1 (P1) Emergency/Urgent | Problem has caused a complete and immediate work stoppage affecting a primary business process or a broad group of End Users such as an entire department, floor, branch, line of business, or external customer.  Now Workaround is available.<br><br>Example:<br><br>Landfill fee collection terminal systems can't connect to the database preventing users from logging in and taking in customers. | Less than 15 Minutes | No more than 4 hours |
| Priority 2 (P2) High | A business process is affected in such a way that business functions are severely degraded, multiple End Users are impacted or a key customer is affected.  A workaround may be available; however, the workaround is not easily sustainable.<br><br>Example:<br><br>The interface goes down between the Daily Route assignment system and the Department's Automated Vehicle Location GPS based system. This prevents daily assignment data from being displayed and appended to the GPS vehicle markers. | Less than 15 Minutes | No more than 1 working day |
| Priority 3 (P3) Medium | A business process is affected in such a way that certain functions are unavailable to the End Users or a system and/or service is degraded.  A workaround may be available.<br><br>Example:<br><br>A user is unable to save tomorrow's daily route assignment due to database errors. | Less than 15 Minutes | No more than 3 working days |
| Priority 4 (P4) Low | An incident that has little impact on normal business processes and can be handled on a scheduled basis.  A workaround is available.<br><br>Example:<br><br>User submits request to change rights and or roles permissions. | Less than 1 hour | No more than 5 working days |

The successful Proposer shall submit to the City formal Root-Cause-Analysis (RCA) documentation for every reported issue. The format of the RCA documentation shall be agreed upon between the City and the successful Proposer. The RCA should be delivered within twenty-four (24) hours after resolution of the incident.

All costs related to system support must be included within "Exhibit H – Price Proposal." Notwithstanding the foregoing, at no additional cost, the successful Proposer must support deployment of all updates and security patches to the host servers (Cloud-Hosted solutions and or Saas) and the system solution software (both Cloud-Hosted and SaaS) in accordance with IT-Security-Standards-Guidelines.

Updates and security patches to the host servers must be approved by the City prior to deployment and deployed only at City approved times, which will be outside of regular business hours. To ensure that documentation is consistent with the operating environment, the successful Proposer shall deliver updated documentation concurrently with the system solution software and host server updates and/or security patches.

**1.6      Customer Service.** The successful proposer shall provide a customer service operation for City employee customers. The customer service operation must be accessible through a local area code number (619, 858) or a toll-free number.  As well as a customer service portal for the ticketing system and or an email.

The successful proposer must provide a Customer Service representative who is assigned to the City. The Customer Service representative shall be knowledgeable and responsive relative to this Contract and customer service issues. The Customer Service Representative must be available Monday through Sunday, 5:00 a.m. to 6:00 p.m. (Pacific Time).

**2.      Hardware Requirements.** Equipment specifications provided by the City within this RFP shall be considered as minimum requirements (See also Exhibit D – IT Standards). All hardware provided by the proposer shall meet or exceed the City's requirements.

**2.1      Auto Attendant Terminals.** ESD may decide to implement auto attendant terminals at the Miramar Landfill following the successful implementation of the chosen solution. Vendor shall have the scalability to add auto attendant terminals at a later stage should ESD decide to implement them.

**2.1.1**      Proposer shall integrate the terminals with the existing scales listed below.

There are five active scales attached to each fee collection terminal. The manufacturers are:

(1 scale) Rice Lake Weighing System.
(2 scales) Unibridge Scale Systems
(1 scale) Southwestern Scale Company, Inc.
(1 scale) Avery Weigh-Tronix.

All scales are sixty (60) ton rated; approximate sizes vary from 10' x 70' to 10' x 40'. All scales connect to an Avery Weigh-Tronix scale indicator.

**2.2** **Training and Testing Environments.** For Cloud Hosted solutions or SaaS, proposers must provide the City access to training and testing environments throughout the life of the contract.

**3.** **Software Core Requirements.** The proposer's software architecture may either be Cloud Hosted or SaaS. If the solution is On-site the proposer must adhere to the City of San Diego data center requirements listed in Exhibit D – IT Standards.

**3.1** **Specific Core Requirements**

**Landfill Scale House Ticketing System Core Requirements**

a) The system must record and process all load transactions pertaining to incoming and outgoing materials.

b) The system must record all financial transactions associated with incoming and outgoing materials.

c) The system must allow users to maintain data, manage accounts, adjust fees and pricing components.

d) The system must include Point of Sale features that allow for accountability.

e) The system must include accounts receivable features.

f) The system must be able to create and track violations.

g) The system must generate reports tailored for business analytics.

h) The system must incorporate system security, system auditing, and system architecture.

i) The system must be able to interface with the City's billing and vehicle dispatch applications using standard methodologies. Proposer will be responsible for integrating the solution.

j) The system must be able to reproduce the reports listed in the reports requirements section.

**3.2** **Specific Functional Requirements.** Specific Functional, Technical and Reporting requirements are defined within this RFP in Exhibit E – Technical Requirements and Exhibit F – Functional Requirements. The proposer shall respond to each of those requirements and provide further information as outlined within **Exhibit A**.

**3.2.1** **Data Integrity.** The system solution that replaces the Scale House Ticketing System must ensure the integrity of the data which it maintains.

Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data residing in the system. If data transfers occur, the system must provide a method of audit validation to ensure that all data sent was received in the target application.

**3.2.2  Data Conversion.** Proposals shall demonstrate that the proposer's system solution is capable of migrating and mapping legacy data to the new system. The successful proposer's data migration efforts from the legacy database shall rely on best practices for data conversion and rely on a design where legacy data are mapped to the new system schema, legacy data are cleansed, and methods developed for keeping the legacy data clean prior to production migration to the new system. The successful proposer must coordinate with current application support vendor. The successful proposer's deliverables for the data conversion shall include:

1) Data maps between the legacy and new system data attributes.

2) Build and configure development, test, and production data migration environments.

3) Extract data from legacy database.

4) Data quality and profiling reports.

5) Transformation and load audit reports.

6) Cleansed and transformed data into development, test, and production environments.

7) Metadata and conversion technical documentation for all points in the conversion project.

8) Customer acceptance plans.

9) Customer sign-off.

**3.2.3  Application Security.** Proposals shall demonstrate that the proposer's system solution adheres to the City's standards for application security as specified below:

1) **Secure Application Platform**. The proposer's system solution must support deployment of host server and database security patches and service pack updates in alignment with Attachment B – InfoSec Standards and Guidelines of patch release (e.g., application running on Windows Server Operating System (OS) should not limit installation security patches on host operating system). The proposer's system solution must support new operating system versions that are in alignment with Exhibit D –CoSD N–1 standards. Proposer shall ensure that security vulnerabilities of their system solution are remediated via the development, testing,

and timely release of security patches within three months of a vulnerability being identified either by the City or the proposer.

2) **Security Patches**. The proposer's system solution shall be a mature solution with updates available for identified security vulnerabilities. These patches shall be available for installation in alignment with Attachment B – CoSD InfoSec Security Standards and Guidelines.

3) **User Authentication**. The proposer's system solution shall support the City's standard for a single point of user authentication is Microsoft Active Directory (AD), using the Lightweight Directory Access Protocol (LDAP). The City standard for authentication is to allow properly authorized users to login just once on their computer and be able to access all approved applications during that active session.

4) **Secure Authentication.** Proposers shall ensure all authentication activity occurring over the network is encrypted using Modern encryption in alignment with Attachment B – CoSD InfoSec Security Standards and Guidelines to ensure that data is not transmitted in clear text. This includes user and administrator authentication activity.

5) **Sensitive Data.** Proposers shall ensure that if their system solution contains or hosts sensitive data, as defined by state or federal law, that it shall encrypt data at rest, data in motion over the network, and all authentication activity. Encryption algorithm used to encrypt data and authorization activity shall be modern and in alignment with Attachment B – CoSD InfoSec Security Standards and Guidelines.

6) **Auditing and Logging.** Proposers shall ensure that their system solution logs all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include user ID generating the transaction, time of the transaction and details regarding the activity (e.g., logon, logoff, or data details). System should support interoperability with centralized logging and Security Information Event Management (SIEM) technologies.

7) **Compliance with Organization's Security Policy, Standards and Procedures**. Proposers shall ensure that any of proposer's personnel working directly on City-owned applications are subject to and required to follow all City policies, standards, and guidelines; details are listed in Attachment B – Information Security Standards and Guidelines.

8) **Credit Card Transactions.** The City does not maintain Payment Card Industry (PCI)-compliant systems or networks internally and uses external service providers which are PCI certified to handle all payment card processing. The proposer's system solution shall not process credit card transactions on City-owned hardware or within the City's network.

**3.3** **Application Security Coding Requirements.** Proposals shall demonstrate that the proposer's system solution adheres to the City's application security coding requirements as specified below:

**3.4** **Interfaces.** Proposals shall demonstrate in the executive summary that proposer's system solution for the Scale House Ticketing System integrates with the following applications:

**3.4.1** **SAP**. The City utilizes SAP. The proposer's system solution must interface with SAP and provide the required parameters as listed in Exhibit F – Functional Requirements.

**3.4.2** **Business Objects**. The City uses SAP Business Objects for reporting. The Proposer's system solution must provide an interface so that the City may have the ability to populate a data warehouse specific to this system.

**3.5.15** Proposals shall describe the level of customization the City will be allowed on the design and layout of the customer receipts. At a minimum the receipt must reflect the location of the sale/payment and the item purchased.

**3.5.16** Proposals shall describe how business partners (e.g., haulers) are uniquely identified and used in proposer's system solution. The ability to create a master customer record by associating unique identifiers from different business areas is highly desirable.

**4.** **Additional Insurance Requirements**. In addition to the insurance requirements found in section VII of the City's General Terms and Provisions, the proposer must also provide additional insurance for Cyber Liability and Professional Liability as outlined in Exhibit D – IT Standards.

**5.** **Training Requirements.** Adequate end user training is critical to successful implementation of the new system.  The City will provide space sufficient for conducting comprehensive, hands-on training and housing and securing the training equipment.  The user roles for the new system are generally identified as Administrative User, System Administrator, Fee Collection Services Operator, Fee Collection Services Supervisor, Route Supervisor, Accounts Receivable and Accounts Payable.

Class sizes should not exceed 20 trainees and last no longer than 8 hours for each training session. The City will work with and assist the successful proposer to schedule the initial shadow training programs. If the Go-live date is significantly delayed due to the proposer's actions or faults, any repeat training sessions as determined by the City must be performed at no cost to the City.

**5.1      Training and Documentation Requirements.**

        **5.1.1**      Proposals shall provide comprehensive, hands-on training that begins after preliminary system acceptance but does not begin prior to one hundred and twenty (120) days of the scheduled "Go-live" date. Training will be ongoing throughout the life of the contract. Successful proposer shall certify that all end-users are sufficiently trained in the application.

        **5.1.2**      Proposals shall also identify roles (e.g., Admin User, System Admin, Fee Collection Services Operator, Fee Collection Services Supervisor, Route Supervisor, Accounts Receivable and Accounts Payable) eligible for advanced training.

        **5.1.3**      The successful proposer shall be responsible for providing training materials and take-away documents such as user manuals and user guides (hardcopy and electronic) to be approved by the City.  Training materials adequately perform the initial training and provide follow-up reference material for the trainees.

        **5.1.4**      Proposals shall demonstrate how the proposer will provide a comprehensive training program minimally covering:

        a. Admin user training

        b. System Admin user training

        c. Fee Collection Services Operator training

        d. Fee Collection Services Supervisor training

        e. Accounts Receivable and Accounts Payable training

        f. Standard and ad hoc reporting

        g. Sandbox Training

        **5.1.5**      The proposer shall develop and provide in this RFP a training plan and training Project Schedule and curriculum to be approved by the City.

        **5.1.6**      User Documentation - must describe the operation of the products, as installed, configured, and customized from the perspective of the *City of San Diego* end user.  The documentation must cover sign-on and sign-off sequences, menu operation, screen descriptions, means of invoking online help facilities, report generation, and must be targeted to specific *City of San Diego* user groups (e.g., cashiers, supervisors, Accounts Payable and Accounts Receivable, Administrators and IT Staff).  Documentation must be provided *to* and approved by the City before end user training begins.

**6.**      **Maintenance, Support, Updates and Training Requirements.** The successful proposer shall make available to the City all updates and training to the software as they are released so long as the City is currently under the proposer's software maintenance agreement. To ensure that documentation is consistent with the operating environment, the successful proposer shall deliver updated documentation concurrently with the software update. Maintenance, support, updates, and training must begin after successful system implementation and must be active throughout the life of the Contract.

**7.     Warranty Requirements.** The successful proposer shall include in its Proposal an express warranty listing and describing the warranties provided for the proposer's system solution, including but not limited to:

      **7.1**    The proposer warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the proposer or any third-party provider or supplier at any tier.

      **7.2**    This warranty shall continue for a period of one year from the date of final acceptance of the work.

      **7.3**    The proposer shall remedy at the proposer's expense any failure to conform or any defect. In addition, the proposer shall remedy at the proposer's expense any damage to City owned or controlled real or personal property, when that damage is the result of:

            **7.3.1**   The proposer's failure to conform to Contract Specifications; or
            **7.3.2**   Any defect of equipment, material, workmanship, or design furnished.

      **7.4**    The proposer shall restore any work damaged in fulfilling the terms and conditions of this clause. The proposer's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

      **7.5**    The City shall notify the proposer, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

      **7.6**    If the proposer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the proposer's expense.

      **7.7**    With respect to all warranties, express or implied, from third-party providers, manufacturers, or suppliers for work performed and materials furnished under this contract, the proposer shall:

            **7.7.1**   Obtain all warranties that would be given in normal commercial practice.

            **7.7.2**   Require all warranties to be executed, in writing, for the benefit of the City, if directed by the City; and

            **7.7.3**   Enforce all warranties for the benefit of the City, if directed by the City.

      **7.8**    In the event the proposer's warranty has expired, the City may bring suit at its expense to enforce a third-party providers, manufacturers, or supplier's warranty.

      **7.9**    Unless a defect is caused by the negligence of the proposer or third-party provider or supplier at any tier, the proposer shall not be liable for the repair of any

defects of material or design furnished by the City nor for the repair of any damage that results from any defect in City furnished material or design.

   **7.10** This warranty shall not limit the City's rights under the Inspection and Acceptance Clause of this Contract with respect to latent defects, gross mistakes, or fraud.

**8.** **Quality Control Requirements.** This RFP requires the proposer to provide a quality control system to ensure that the hardware, software, supplies, and services meet the quality standards specified in this RFP.  Proposals shall describe proposer's quality control system and ensure that it meets the following requirements:

   **8.1** Proposer shall design the quality control system and procedures. The proposer's procedures shall be subject to the approval of the City. In the event of disapproval, the proposer is solely responsible for devising new procedures that the City must approve.

   **8.2** Proposer's quality control system shall ensure adequate control of quality is maintained throughout all areas of Contract performance, including the receipt, identification, stocking, and issuance of material, the entire physical process of manufacture, packaging, shipping, storage, installation, maintenance, and processes of software development including design structure, coding, testing, integration, and implementation.

   **8.3** Proposer's quality control system shall ensure that all goods and services pertaining to the Contract, whether manufactured or performed at the proposer's facility or at any other source, are subject to control at such points as necessary to ensure conformity with the specifications and requirements of this RFP. The proposer shall provide for the prevention and ready detection of discrepancies and for timely and corrective action. Proposer shall provide reports of quality performance readily available to the City upon request via email and or other agreed upon delivery methods.

**9.** **System Solution Milestones**

   **9.1** **Technical Set-Up and Project Preparation.** During the technical set-up and project preparation, the successful proposer shall set up appropriate system access for training.

   **9.2** **Application Configuration.** The successful proposer shall configure the system solution to meet operational and performance requirements as specified in this RFP, including multiple user environments, all interfaces (internal and external) as specified in this RFP, and the security environment as specified in this RFP. Application configuration will be deemed complete when the City has accepted all configurations.

   **9.3** **Acceptance Testing.** The successful proposer shall do the following with respect to acceptance testing:

   **9.3.1** The successful proposer shall demonstrate through an acceptance process stress test that the system performs as required in the City's technical environment, from various remote facilities and demonstrate the system meets or exceeds the City's functional requirements.

**9.3.2** The acceptance test must use the City of San Diego approved data and include report generation.

**9.3.3** The acceptance test must exercise all functionality and components successfully.

**9.3.4** The successful proposer must test back-up/fail and over/recover features successfully.

**9.3.5** The failure of any specific portion of a test will require that the entire test be rerun, not just the failed portion of the test.

**9.4 Production Configuration and Implementation Phase**

**9.4.1** After initial acceptance, the successful proposer shall *work with the department to* order all remaining equipment required to set up the systems production and back-up environments and perform final acceptance testing if the solution is on-site. For Cloud hosted solutions or SaaS, the successful proposer shall be responsible for providing appropriate system access.

**9.4.2** The successful installation (or set up, if Cloud hosted or SaaS) of the system and certified output from the test scripts will be a deliverable. The successful proposer will obtain approval of the installation procedures and ***work with the City to provide UAT*** test scripts.

**9.4.3** The City requires a formal disaster recovery plan for the system solution. Prior to system cutover, the successful proposer shall develop a recovery plan in conjunction with the City, third-party contractors, and service providers, as directed by the City.

**9.5 Cutover and Acceptance.** Unlike most system migration tasks, cutting over from one system to a new one can present significant issues to operations if problems arise. The successful proposer shall participate in a cut-over working group composed of City personnel, the successful proposer and other third-party contractors and service providers will be formed to plan and execute the cut-over. Upon completion of installation, there will be a technical turnover of the modified system from the successful proposer to the City. The successful proposer shall provide the City with all documentation of changes, file structures, and any other technical changes to the base system.

**9.6 Warranty Phase.** After final production acceptance, the system will move into the warranty phase in which all warranties specified in Section C.7 shall go into effect. The warranty period begins upon system acceptance after implementation and certification by the City in writing that the system is in production use.

**10. Technical Documentation/Submittal Requirements.** The successful proposer must supply the City with the below described technical documentation and shall provide them in printed and electronic format (Microsoft Word and PDF).

**10.1 Technical Documentation.** The Technical Documentation must describe the technical architecture of the product as installed, configured, and customized. The technical documentation must include information regarding the relational database design

(data dictionary), record or table layouts, file schemas, application/transaction flow charts, and use of Application Programs Interfaces (API's), program description, and report manual. The proposer must compile and provide to the City complete documentation for all Commercial off-the-shelf (COTS) and customized components of the environment once those systems are installed. At a minimum, this shall include:

a. Data dictionary

b. Database table layouts

c. *Data Mapping (fields and historical data)*

d. Interface specifications

e. Networking environment

f. Data conversion processes

g. Programs

h. Stored queries and procedures

i. Report layouts

j. Transaction flowcharts

**10.2     Systems Administration Documentation.** The Systems Administration Documentation *tailored to ESD's use of the system* must describe the steps and procedures needed to operate the product as installed, configured, and customized, on a day-to-day basis.  It must include information relating to procedures for system start-up and shut down, batch job submission procedures, security procedures, table maintenance procedures, etc. Documentation must be provided and approved by the City before system administration training begins.

**10.2.1**  The proposer shall, at no additional charge to the City, provide updated technical, System Administrator, and user documentation when major system changes or updates occur such as new versions or releases, as applicable during the term of the Contract.  Documentation will be provided with permission for the City to distribute internally, as needed.  All new versions and releases must be accompanied by a document clearly explaining the new functionality, features, corrections, and changes addressed by the release or version.

**10.2.2**  The successful proposer shall, at no additional charge to the City, provide documentation for any system configurations and integrations during the term of the Contract.  Any content within the documentation which is considered proprietary in nature shall be so marked.  The successful proposer shall be responsible for maintaining all documentation for the environment during the term of the Contract.

**11.     Project Implementation Plan.** The successful proposer will provide the City with a dedicated Project Manager (who will report to the City-assigned overall project manager) and a Project Implementation Plan that includes, at a minimum, the following areas:

a. Approach
b. Level of effort
c. Budget and resource planning

> d. Risk planning and assumptions
> e. Detailed project schedules including dates *and major milestones*
> f. Roles and responsibilities for all successful proposer's team members

**11.1** The Project Schedule must include a delivery/completion time frame that clearly identifies the deliverables and the time of delivery. The Project Schedule shall also address implementation of each of the subsequent phases of the project.

**11.2** The successful proposer must submit its Project Schedule as a Gantt chart utilizing Microsoft Project, itemizing tasks from Technical Set Up and Project Preparation through Postproduction Maintenance and Support.

**11.3** The successful proposer must also prepare a formal risk management plan for this project as part of the Project Implementation Plan. A risk management team composed of both City and proposer representatives will define a detailed risk management protocol based on an existing standard.

**11.4** The successful proposer will provide to the City weekly updates, through a City-dictated method of delivery (email, verbal, written), on the project status. The update shall include all completed or pending actions, status of deliverables, variances from Project Schedule projections, planned versus actual delivery dates.

**11.5** The successful proposer will coordinate with the City to participate in monthly project steering committee briefings to communicate project status to executive sponsors and key stakeholders.

**11.6** The successful proposer shall coordinate with the City's assigned project manager to finalize the Project Schedule and effective dates. Finalization of the Project Schedule and effective dates require ultimate City approval.

**12.** **Implementation Project Milestones**. Proposals shall adhere to the following implementation milestones for the system solution:

**Landfill Scale House Ticketing System**

| | |
|---|---|
| Milestone 1: | Project Kick-Off |
| Milestone 2: | Technical Set-Up and Project Preparation |
| Milestone 3: | Application Development, Interfaces and Configuration |
| Milestone 4: | Data Migration |
| Milestone 5: | Sub-System Testing |
| Milestone 6: | Final Acceptance Testing |
| Milestone 7: | Training (plan/schedule, sandbox, hands-on training, documentation and certify end-users.) |

Milestone 8:      Cutover and Acceptance

Milestone 9:      Warranty

Milestone 10:     Post-Production Maintenance and Support

### K.  Price Proposal

Bidders are required to submit their bid prices on the City's Price Proposal herein attached as Exhibit H – Price Proposal. The Price Proposal must be completed in full. Only the City's Price Proposal will be accepted. Any deviations from the Price Proposal may be considered non-responsive and unacceptable.

**Exhibit C**



**THE CITY OF SAN DIEGO**

**GENERAL CONTRACT TERMS AND PROVISIONS**

**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

# ARTICLE I
## SCOPE AND TERM OF CONTRACT

**1.1      Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2      Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3      Contract Extension.** The City and Contractor may, upon agreement, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

# ARTICLE II
## CONTRACT ADMINISTRATOR

**2.1      Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1      Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2      Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or ten (10) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

Notices to the City shall be sent to:

Executive Management
*Paradigm Software, L.L.C.*®
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

**ARTICLE III**
**COMPENSATION**

**3.1     Manner of Payment**. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2     Invoices.**

**3.2.1    Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2    Service Contracts**. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3    Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4    Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5    Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6    Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's

online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports**. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments**. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3     Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council. Upon termination, City shall immediately cease using all goods and services provided by Contractor and return to Contractor any software and documentation provided by Contractor.

**ARTICLE IV**
**SUSPENSION AND TERMINATION**

**4.1     City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time and compensated for additional time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties. City agrees and understands that suspension of the Contract may remove the City from the project pipeline and upon direction to proceed, the City's project will be placed back into the project pipeline.

**4.2     City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance. Upon termination, City shall immediately cease using all goods and services provided by Contractor and return to Contractor any software and documentation provided by Contractor.

**4.3    City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by the Terms of this Contract that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1**    If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.4    Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5    Contractor's Right to Payment Following Contract Termination.**

**4.5.1    Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2    Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6    Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

**4.7    Termination.** Contractor may terminate this Contract upon the failure of City to perform or observe any covenant or obligation set forth herein, including, but not limited to, City's failure to pay fees and charges, provided Contractor has given City thirty (30) days prior written notice of the failure, and City has failed to cure such failure within such time. Upon termination, the City shall cease using the Software and shall return to Contractor, or, at Contractor's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Contractor. Upon termination, the obligations of City set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. Contractor's rights of repossession may be enforced by Software disablement.

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**ARTICLE V**
**ADDITIONAL CONTRACTOR OBLIGATIONS**

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**5.1    Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2    Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt. Any damage to the shipment must be reported to the Contractor within 24 hours of receipt of shipment. Any damages not reported within 24 hours are the sole responsibility of the City for repair or replacement.

**5.3    Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4    Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5    Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material. City must immediately notify Contractor in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide

a reasonable estimate of the length of the delay. Contractor may terminate this Contract as provided herein if Contractor, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's or City's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6     Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7     Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8     Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9     Records Retention and Examination.** Contractor shall retain, protect, and maintain in

an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped.

**5.13 Project Personnel.** The key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing to the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. All employees shall turn in their photo identification badges to Contractor upon

completion of services and prior to final payment of invoice.

**5.14     Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1  Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City during Contractor's normal business hours. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2  City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3  Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15     Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16     Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete.

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**ARTICLE VI**
**INTELLECTUAL PROPERTY RIGHTS**

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**6.1     Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2     Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the

Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights  and any adjudication of those rights.

**6.3     Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4     Subcontracting.**  In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5     Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6     Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7     Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8     Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

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**ARTICLE VII**
**INDEMNIFICATION AND INSURANCE**

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**7.1     Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2     Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

      **7.2.1**   **Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

      **7.2.2**   **Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

      **7.2.3**   **Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

      **7.2.4**   **Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

      **7.2.5**   **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

          **7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3     Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.4     Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.5     Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.6     Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.7     Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.  For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.


## ARTICLE VIII
### Reserved.


## ARTICLE IX
### CITY-MANDATED CLAUSES AND REQUIREMENTS

**9.1     Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1     Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2     Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations**: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

**9.1.3     Non-Discrimination Requirements.**

**9.1.3.1  Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2  Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees

that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3  Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6  Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7  Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8  Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9    Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10    Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11    Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## ARTICLE X
## CONFLICT OF INTEREST AND VIOLATIONS OF LAW

**10.1    Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000*, et. seq.,* and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2    Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3    Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4    Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5    Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

# ARTICLE XI
# DISPUTE RESOLUTION

**11.1    Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2    Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3    Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4    Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5    Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

# ARTICLE XII
# MANDATORY ASSISTANCE

**12.1    Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor , its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2    Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3    Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

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**ARTICLE XIII**
**MISCELLANEOUS**

</div>

**13.1    Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2    Non-Assignment.** Contractor or City may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without other Party's prior written approval. Any assignment in violation of this paragraph may constitute a default and is grounds for termination of this Contract.

**13.3    Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4    Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5    Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6    Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7    Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8    Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9    Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10   No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11   Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12   Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13   Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14   Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15   Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16   Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17   Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18   No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19   Actions of City in its Governmental Capacity**. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

# Request for Proposal
# Landfill Scale House Ticketing System
# City of San Diego, CA
# 10090012



## Closing
## Friday, December 8, 2023
## 2:00PM (Local Time)

**Submitted by**
**Paradigm Software, L.L.C.**
113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030
(410) 329-1300
Mr. Andrew Twigg
andrew.twigg@paradigmsoftware.com

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

PARADIGM
SOFTWARE

December 8, 2023

Kristine Kallek
Senior Procurement Contractor Officer
kkallek@sandiego.gov
(619)-236-6041

Subject: **RFP – Landfill Scale House Ticketing System**

To Whom It May Concern:

Paradigm Software, L.L.C. ("Paradigm"), is pleased to submit the enclosed information for its industry standard CW6 solution to The City of San Diego, CA ("Client"), in accordance with the RFP mentioned above.

Paradigm has a 99% customer retention rate, and our first customer is still using the product today.  With over 86% of our customer base in the public sector, we understand the municipal business and have focused our attention to meeting the needs of municipalities.  In addition, we know that municipalities across the country do business differently and our software can adapt and be configured to meet and, in most cases, exceed the business requirements.

Our contact information for this RFP Response is:
Andrew Twigg
andrew.twigg@paradigmsoftware and info@paradigmsoftware.com
113 Old Padonia Road, Suite 200, Cockeysville, MD 21030
Phone (410) 329-1300

We would be happy to give a full demonstration of the solution for your staff.  We look forward to a long-lasting business relationship.  If you should have any questions, please feel free to contact Andrew or our Business Development team.

Regards,

Mr. Philip Weglein
Chief Executive Officer

# Table of Contents

# 1.0 Paradigm Overview

Paradigm's primary market is the solid waste and recycling industry focusing on municipal locations that understand the value of software and the ability for the software to grow with the business. We have a strong municipal presence with over 86% of our customers in the public sector. Paradigm installed our first solution in 1992 and since that time, we have continued to provide an industry leading scale software solution. We have experience working with departments of all sizes, including but not limited to, end users, management, IT, Accounting, auditors, and many more. We are experienced in the requirements of the Weights and Measures and work closely with our clients to ensure the solution maintains their standards. We are interested in expanding our client base to include The City of San Diego, CA and based on the specifications provided in the RFP, our solution is a perfect fit. We are currently operating in six (6) Canadian Provinces and 46 states in the US.

## 1.1 Understanding the Client's Requirements

Paradigm understands the requirements of this RFP, meets the minimum solution requirements as specified in the RFP and have the required insurance and experience.

Paradigm understands that joint development of implementation, maintenance, training, and support plans will result in a successful installation. Paradigm and the client will work together to develop final training, testing and implementation plans upon award.

## 1.2 Paradigm Profile and Experience

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

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

### 1.2.1 Executive Summary

Paradigm is pleased to present our CW6 solution for the installation of a Solid Waste Management System. Our principal place of business is located at 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030. Our phone number is (410) 329-1300 x3. Our fax number is (443) 275-2509. The main point of contact for this RFP response is Mr.

Andrew Twigg, Business Development Supervisor. He can be reached at the above number or via email at andrew.twigg@paradigmsoftware.com. Paradigm understands the requirements of this RFP and has the required insurance requirements. Paradigm's date of organization is October 31, 1991. There has been no material change in the organizational structure, ownership, or management during the past 15 years.

Paradigm, an American owned and operated company, was founded in 1991 by our Chief Executive Officer Phil Weglein and has remained a solvent organization. Paradigm has never relied on funding from outside sources. We have a strong municipal presence with over 86% of our customers in the public sector. Paradigm installed our first solution in 1992 and since that time, we have continued to provide an industry leading scale software solution. The executive management officers are Philip Weglein and Jackie Barlow, II. They are responsible for all management and business decisions and have full executive authority to make binding contract negotiations. Phil is the architect of the entire CW6 solution. Jackie is responsible for the daily operations of the company. The staff of Paradigm, consisting of 31 employees, has numerous years of specific knowledge and experience of the solid waste industry including facilities operation, consulting, software implementation and training. The staff of Paradigm possesses more than 100 years of combined software experience including all phases of database, file structuring, report generation and transaction processing software development, data conversion, industry consulting, and development of training programs and user documentation. Paradigm is very fortunate in that, over the years we have experienced minimal employee turnover, thereby enhancing Paradigm's ability to provide on-going, accurate, effective, and timely support to all our customers. Paradigm's seasoned staff members are encouraged and expected to share historical insight and past experiences with the new employees that join the team to help them bridge the learning curve of our operation more quickly. Paradigm's organizational staff may be small in numbers but because of the setup of our office operation, our process on how we bring on-board new clients and through employee's who thrive on positive outcomes, Paradigm's on-going success and growth can be attributed to, in part, the level of satisfaction the staff provides to our clients and how they communicate that to other individuals.

Paradigm has seen consistent annual growth for more than 30 years. Our staff has increased over the years to support the additional client base. We are focused on the solid waste and recycling industry, and we are forecasting continued growth from a client and staff standpoint. A succession plan is in place for the continued operation of the company.

With constant changes in the industry and client demand, we have expanded the overall functionality of CW6 to accommodate these enhancements. This includes the integration of such optional peripheral devices as barcode scanners, magnetic swipe readers, RFPD tag readers, electronic cash drawers, external keypad devices for unattended lanes, signature capture, traffic light and barrier arm controls, EMV/P2PE credit card processing, check verification, etc. Paradigm has numerous clients utilizing these hardware devices in their daily operation. For clients who are responsible for protecting their investment, CW6 will be the last solid waste management software package they will ever need to buy.

The architecture of CW6 permits the addition of customized features and functionality to satisfy the unique needs of all our clients. Paradigm will work with the client to develop the optimum configuration desired now and in the future.

The solution proposed by Paradigm is your assurance that the client will be getting value for its money and will protect the investment in the operation of its facility.

Our clients know what they want from a well-structured solution and know that Paradigm can deliver that kind of solution. Within our client base, 99% of our work is performed in the solid waste industry.

Paradigm has implemented an interface between CW6 and the numerous third-party accounting systems. Our interface to accounting systems is customized to meet your business needs and requirements.

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

Paradigm proposes to provide all the labor and materials quoted to furnish and install a new solution that will enable the client to collect and manage information from its facilities in the most efficient manner possible. We will install CW6 on client provided hardware, integrate the solution with the central office and perform full acceptance testing with the assistance of the client. Classroom lectures and hands-on training with the new solution will be provided along with complete documentation. A mutual plan to transition from the current system to CW6 will be developed prior to solution installation to assure a smooth cutover. Paradigm has performed countless number of hours in the training of solid waste management facility's personnel with varying computer experience using a well-structured curriculum consisting of several days of lecture, demonstration, and hands-on training. The proposed solution will be delivered with full operational documentation to support the installation. The implementation we propose will be modified to fit the needs and request of the client. Paradigm will provide the client with a facility survey to obtain the necessary information we need to create your database.

Paradigm is well experienced in working with projects the size and having similar solution configuration as used by the client. From the initial design of CW6, it was intended to serve both single and multiple site configurations. Our installed client base has grown each year and our solution as delivered has performed up to and in most cases exceeded our clients' expectations. We have become the preferred supplier from one computer one scale facilities, to complex distributed facilities in the solid waste industry who understand the importance of collecting and managing data with the timeliest and accurate solution and how valuable this information is to run an efficient and effective solid waste facility.

At Paradigm, the entire staff is involved in some form or fashion with each project that is undertaken by our office. A team approach fosters discussions on what makes this client unique, what has been successful in the past, where do we need to allocate additional resources and what we need to do to make this as seamless as possible for our client. Our employees understand and have agreed in our Employee Agreement and Handbook the confidentiality of our business and that of our clients. Our employees are well trained experts in the computer field and in the solid waste management industry and will be part of the project team during the various phases of implementing the project including contract negotiations, software customizations, solution installation and client training, ongoing support for daily operations, and future solution enhancements.

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

### 1.2.2  Organizational Structure

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

# PARADIGM SOFTWARE

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                          ┌──────────────────────┐
                          │ Phil                 │
                          │ Owner and Chief      │
                          │ Executive Officer    │
                          └──────────────────────┘
                      ┌──────────────────────┐
                      │ Jackie               │
                      │ President and Chief  │
                      │ Operating Officer    │
                      └──────────────────────┘
```

| Chris Hi. | Art | Joe |
|---|---|---|
| Vice President of Solutions Development | Vice President of Implementation and Business Development | Vice President of Solutions Development |

**Chris W.**
Software Engineer III
Supervisor

**Nick**
Software Engineer II
Supervisor

**Jamie**
Implementation
Supervisor

**Jesse**
Implementation
Supervisor

**Chris Ho.**
Vice President and
Subject Matter Expert

**Andrew**
Business Development
Supervisor

**Mark**
Support and Services
Supervisor

**Austin**
Support and Services
Supervisor

**John**
Programmer I

**Peter**
Programmer I

**Karen**
Implementation
Specialist

**Steve**
Implementation
Specialist

**Brendon**
Eastern Business
Development Specialist

**Dave**
Support and Services
Specialist

**Fabian**
Support and Services
Specialist

**Dylan**
Programmer I

**Jacob**
Programmer I

**Jim**
Implementation
Specialist

**Bill**
Western Business
Development Specialist

**Adam**
Support and Services
Specialist

**Tyler**
Support and Services
Specialist

**Ashley**
Quality Assurance and
Technical Writer

**David**
Front-End Developer

### 1.2.3 Relevant Experience/Qualifications and Software Capabilities

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

Paradigm has a 99% client retention rate, and our first client is still using the product today. Paradigm is a municipal friendly company where over 86% of our client base is in the public sector. We understand the municipal business and have focused our attention to meeting the needs of municipalities. In addition, we understand that municipalities across the country do business differently and our software can adapt and be modified to meet and, in most cases, exceed the business requirements. Our niche is large multi-site, multi-scale facilities with a need for customizations to handle how each client does business.

### 1.2.4 Paradigm's Team Qualifications and Experience (Key Personnel)

Paradigm takes great pride in hiring quality staff. In addition, we use modern processes to ensure our staff meet Federal and State requirements. As such, we verify each new employee through E-Verify even though we are not required by any mandate. The project manager for this implementation will be determined after award based on the workload at that time. We will ensure an experienced project manager leads this installation.

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

**Phil** – *Chief Executive Officer*
Phil has 35+ years' experience in solid waste and technical industry with an extensive consulting background and has written client server applications for St. Paul Insurance, Legg Mason Brokerage, Black & Decker, Allied Signal, Blue Cross & Blue Shield and Mobile.  12 years' experience teaching at a corporate and university level and trained in VB6, VB Net, ASP, ASP.Net, SQL Server and Client Server analysis and design.  Involved with all installations.  ***Education** – Bachelor of Science in Mathematics – Clemson University.  **Service at Paradigm – Since 1991.***

**Jackie** – *President and Chief Operating Officer*
Jackie is a US Marine Corps Veteran (E4 Corporal) and brings 30+ years' experience in business development, marketing, management and consulting in the computer, office automation and insurance fields.  He manages and oversees the daily operations of Paradigm and is involved with product demonstrations, workflow procedures, advertising, contracts, proposal preparation, and has performed numerous client installations.  Jackie has proven success his C-Suite responsibilities.  Involved with all installations.  ***Education** – Bachelor of Science in Business Management – York College of Pennsylvania.  **Service at Paradigm – Since 2000.***

**Andrew** – *Business Development Supervisor*
Andrew brings 10+ years of experience in sales, marketing, documentation composition, and training.  During his first three (3) years with Paradigm, Andrew participated in more than 30 implementations.  His current role includes overseeing business development, product demonstrations, and participation with User Conferences and Trade Shows.  ***Education** – Bachelor of Science in Business Communication – Stevenson University 2011.  **Service at Paradigm – Since 2016.***

**Brendon** – *Business Development Specialist*
Brendon is a recent college graduate that has just started a career with Paradigm.  He will be spending his time with experienced Business Development Specialist to obtain more knowledge to continue providing superior service to current clients and bringing new clients on board, product demonstrations and participation with User Conferences and Trade Shows.  ***Education** – Bachelor of Science: Business Administration – The Pennsylvania State University – York.  **Service at Paradigm – Since 2019.***

**Bill –** *Business Development Specialist*
Bill will be starting full-time with Paradigm this month.  He previously interned with Paradigm while finishing his senior year in college in 2021.  He will be helping the Business Development Division with their daily operations, while also learning about the software and the industry.  ***Education** – Bachelor of Science: Entrepreneurship with a Minor in Marketing – York College of Pennsylvania.  **Service at Paradigm – Since 2021.***

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

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

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

**John** – *Programmer*
John is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. ***Education*** *– Bachelor of Science in Physics and Computer Science – The Pennsylvania State University.* ***Service at Paradigm – Since 2020.***

**Zeyu** – *Programmer*
Zeyu is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. ***Education*** *– Bachelor of Science in Computer Engineering – The Pennsylvania State University.* ***Service at Paradigm – Since 2020.***

**Dylan** – *Programmer*
Dylan is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. Dylan started his career with Paradigm as a summer intern. ***Education*** *– Bachelor of Science in Computer Science – University of Maryland Baltimore County.* ***Service at Paradigm – Since 2019.***

**Jacob** – *Programmer*
Jacob is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. ***Education*** *– Bachelor of Science in Computer Science – York College of Pennsylvania.* ***Service at Paradigm – Since 2021.***

**David** – *Front-End Developer*
David is a recent hire to assist Paradigm with the development of our systems. He comes to us with years of experience performing front-end development. ***Service at Paradigm – Since 2021.***

**Art** – *Vice President of Implementations*
Has over 26 supervisory experience as a fire officer in Baltimore City, holding the ranks of Lieutenant, Captain, Battalion Chief, and Deputy Chief. For the last 17 years of his 29-year fire service career, he held the position of Chief of Information Technology. Art possesses a unique combination of education, expert knowledge, skills, and experience in the areas of project management, LEAN business process improvement, business management, and information systems management. Art has successfully implemented many large-scale agency specific and multi-agency municipal projects, promoting cooperation and collaboration to the mutual benefit of all parties. ***Education*** *– Bachelor of Science in Business Information Systems Management – University of Maryland.* ***Service at Paradigm – Since 2019.***

**Chris H.** – *Subject Matter Expert Vice President*
20+ years of industry experience in project management, solution implementation, consultation, client support, and end user training. ***Education*** *– Bachelor of Science in Business Information Systems – Villa Julie College.* ***Service at Paradigm – Since 1998.***

**Jesse** – *Implementation Supervisor*
Extensive hardware, software, and troubleshooting knowledge. Skilled Crystal report writer. Lead implementation specialist of over 40 installations. Now manages a team of implementation specialists. ***Education*** *– Bachelor of Arts – Civil Engineer, University of Maryland and Delaware Technical & Community College.* ***Service at Paradigm – Since 2009.***

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

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

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

**Jim** – *Implementation Specialist*
Years of experience providing implementation and training. He was a desktop technician for about 10 years at various places and did performance video analysis in NASCAR for 8 years. He is also proficient with Microsoft® Windows operating systems and Office. *Education – Bachelor of Science, IFSM – University of Maryland Baltimore County. Service at Paradigm – Since 2019.*

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

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

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

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

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

**Adam** – *Support and Services Specialist*
Adam started with us as an intern in the Business Development Division. He has now been with our Support Team since January 2020. ***Education*** *– Bachelor of Science in Business Administration – Stevenson University.* ***Service at Paradigm – Since 2018.***

**Tyler** – *Support and Services Specialist*
Jenn is one of our newest team members.  He comes to us with an extensive technical background and a willingness to assist clients with software questions.  ***Service at Paradigm – Since 2023.***

## *1.3  Additional Information*

The following provide additional information about Paradigm and its offerings.


### 1.3.1  Baseline Product / Bug Fixes

Updates to the software are available to all clients with an active support agreement.  We send out newsletters that outline new features of the application.  When a client is interested in a new feature, Paradigm can provide the client with the update to be applied to their test environment and assist with activating a certain enhancement.  We provide the update to the client through our website or other agreeable means.

Paradigm tracks all client inquiries in our Support Database.  Each inquiry is assigned an Incident ID that can be monitored by the client from our website.  Most inquiries are handled immediately by our support team, but we have an escalation procedure in place if additional assistance is needed.  Paradigm staff meets regularly to identify programming tasks and set priorities based on client input and business requirements.


### 1.3.2  Client Enhancements

Paradigm welcomes input and ideas from our clients.  We value your input and are open to discussing enhancements.  Paradigm will work with you to identify your request and provide a scope of work to outline the enhancement.  Depending on the enhancement, a price quote may or may not be necessary.  Once the enhancement has been detailed, we will place this in our prioritization queue.

Depending on the enhancement, Paradigm may poll other clients to see if this request would be beneficial to other users.  Based on this response, Paradigm will determine if the enhancement should be included at no charge, or for a nominal fee.  In some cases, we have a couple clients who have the same business need and those clients have agreed to share in the costs.

All Paradigm clients are valuable and important to us.  We understand that the software is a critical part of your business operation and therefore have developed a product with unmatched reliability.  Paradigm ranks inquiries as emergency, high, medium, low and wish list.  Examples of emergency inquiries are that a solution is down, hardware failure that affects all operations, or other outage scenario.  High inquiries are items that affect the daily process of business but are not a showstopper, a work around may be available to assist the client until the fix is in place.  Medium inquiries are items that may or may not affect the daily process and a work around is available and the client has identified this as important but not a showstopper.  Low inquiries are usually configuration settings and are resolved on a call to our support department.  Wish list items are ideas or input from our clients that would be considered for future updates or upgrades to the application.

### 1.3.3 User Groups

Paradigm holds Regional User Group meetings to keep our clients up to date on the software and its enhancements. We bring several employees to these meetings to have multiple contact points for the participants to ensure questions are answered. We have these meetings on an annual basis if our client base participation warrants. We are also a strong participant with WasteCon, Waste Expo, WEF, the Canadian Waste and Recycling Expo and many local shows. In addition, we post monthly newsletters with valuable information for our clients on our website.

### 1.3.4 Supporting Testimonials

Paradigm had the privilege of being interviewed for the following article written by Barbara Hesselgrave which was recently published in MSW Magazine. The article title "No Margin for Error" discusses how software plans a vital role in the daily operation of facilities. The article can also be viewed on MSW Management's website – https://www.foresternetwork.com/msw-management/article/21076079/no-margin-for-error.

## Recommendation Letters / Comments

**CITY OF REDDING**
777 CYPRESS AVENUE, REDDING, CA 96001
P.O. BOX 496071, REDDING, CA 96049-6071

**SOLID WASTE UTILITY**
2255 ABERNATHY LANE, REDDING, CA 96003
P.O. BOX 496071, REDDING CA 96049-6071
530.224.6201
530.224.6212 FAX

November 15, 2018

Mr. Jackie W. Barlow, II
Paradigm Software, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

Dear Mr. Barlow,

This is a follow up to our CompuWeigh v6 upgrade. This week has been a very busy one; but quite a labor of love. We want you to know that our go-live experience has been stellar and we could not have asked for better. We believe the efforts of everyone involved were the key to a successful implementation. All parties spent tireless hours of preparation with testing, programing, configuring, etc.

We found your staff to be exceptionally knowledgeable, and accommodating. Both Jesse and Jake were a dream to work with; we were sad to see them leave. They were very responsive to our needs, had great attention to detail and offered numerous suggestions to save time and effort. It's not often that we are able to interact with industry experts in weighing solutions. We've received several comments that this was the "best go-live ever". We are finding version 6 to be on the cutting edge of technology. We are enjoying it very much.

Your company's individualized support over the next 30 day period following go-live is appreciated. Thank you for the extra attention during this phase. As expected, there are a few items that require follow up but the list is rather short. As you know, the Solid Waste Department has a complex cash posting process and requires custom programming enhancements to the cash file export. If there is anything you can do to help expedite the process it would be greatly appreciated.

We look forward to a continued and mutually beneficial relationship with Paradigm.

Sincerely,

Naomi Murray
Public Works Supervisor

**Immediate Release**
Nov. 19, 2010

**Contact:** Marq Caughell
Public Information Specialist
(727) 464-5505

## Solid Waste Operations billing goes electronic
*New technology enhances customer service*

It was a seamless transition for customers at Pinellas County's Solid Waste Operations. The facility now accepts Visa and MasterCard payments and instead of a clipboard with three copies of a ticket to sign, drivers are handed an electronic signature pad. At the end of the transaction, the receipt contains their signature, as well as information about the type and weight of the waste, plus its point of origin and total cost. Behind the scenes, cameras capture pictures of the load, the license plate, driver and vehicle. Driver's licenses are scanned electronically and the information and video are tied to the transaction number. The entire sequence takes a mere 25 seconds.

The enhanced customer service is the result of a new system installed at the scalehouse. Other benefits include two automated lanes that utilize a radio frequency reader device mounted to the vehicle, or a windshield sticker containing a small transmitter. Capturing pre-programmed customer information, a receipt is automatically generated. Customers are able to pull up their account information online and verify transactions, generate reports and pay their bill. To increase payment flexibility, automated check readers that immediately verify and hold funds are planned.

The improvements are the culmination of a multi-year project to design and implement these enhancements to speed transactions and reduce wait times for customers. The project was a success because of the teamwork between Pinellas County Utilities, Business Technology Services, the Clerk of the Circuit Court, Paradigm Software, L.L.C. and Veolia Environmental Services. Solid Waste Operations is located at 3095 114th Ave. N., St. Petersburg. Waste is accepted Monday through Friday, from 6 a.m. to 6 p.m., and Saturday from 7 a.m. to 5 p.m. The scalehouse is closed Sunday and designated holidays. For more information, please visit www.pinellascounty.org/utilities or call (727) 464-7500.

# # #

# Public Services

128 North Second Street • Fourth Floor Courthouse • Yakima, Washington 98901
(509) 574-2300 • 1-800-572-7354 • FAX (509) 574-2301 • www.co.yakima.wa.us

*VERN M. REDIFER, P.E. - Director*

January 30, 2008

Mr. Philip Weglein, President
Paradigm Software, L.L.C
10944 Beaver Dam Road – Suite C
Hunt Valley, MD 21030

Dear Mr. Weglein:

Yakima County Public Services, Solid Waste Division, purchased the Paradigm Solid Waste Management Software System in 2006. Since implementation in November 2006, we have found the software to be very user friendly and the support staff have been wonderful to work with. The Paradigm staff are not only prompt in addressing issues that may occur but go out of their way to assist us as questions and issues arise.

The transition from our old canned software program went smoothly. The staff from Paradigm provided training for the administration staff and the scalehouse attendants, so our staff was at ease when the switchover took place. The reporting options are endless and the audit features are exceptional. It is very convenient to be able to review actual numbers flowing through from the scalehouses to the administration office.

Since switching to Paradigm software, we are able to process customers faster, provide more detailed reporting and have a more complete audit trail. Paradigm's ability to modify the software to meet our specific needs has been a tremendous asset to the Solid Waste Division.

We are pleased to recommend Paradigm Software as a positive addition to any solid waste facility.

Sincerely,

Wendy Mifflin
Solid Waste Manager

**CITY OF FRANKLIN SOLID WASTE**

417 Century Court
P.O. Box 305
Franklin, Tennessee 37065

January 30, 2006

Mr. Jackie Barlow
Paradigm Software, LLC
1202 York Road
Lutherville, MD 21093

Dear Jackie:

Thank you so much for the work of Joe Fiedler last week on the installation at the City of Franklin, Tennessee. His service was outstanding and every challenge and road block we inadvertently put in front of him he handled with grace and professionalism.

We look forward to Joe coming back and completing the installation and finishing the training for our staff. I can only tell you at this point that if the software works half as well as Joe does, and we have no reason to believe it won't, we are going to be very happy customers.

Thank you again for your assistance in this project. We are looking forward to a very long and positive relationship as we go into the future.

Sincerely,

Joe Williams
Director of Solid Waste
City of Franklin

JW/sc

**SUPERVISORS**

RICK BOYER
CALVIN P. CARTER
EDDIE GUNTER, JR.
JAMES R. MAYS
HUGH T. PENDLETON, JR.
J. D. PUCKETT
HUGH W. ROSSER

**BOARD OF SUPERVISORS**

POST OFFICE BOX 100, RUSTBURG, VIRGINIA 24588
www.co.campbell.va.us

**COUNTY ADMINISTRATOR**
R. DAVID LAURRELL

BROOKNEAL     (434) 283-9525
LYNCHBURG     (434) 592-9525
RUSTBURG     (434) 332-9525
FAX NO. (434) 332-9617

December 2, 2004

Mr. Phil Weglein
President
Paradigm Software LLC
1202 York Road
Lutherville, Maryland 21093

Dear Mr. Weglein:

A big thank you is extended to you, Erica and Joe for the time and commitment during the installation/training process at our landfill. Your cooperation and those of your staff truly shows professionalism.

I had asked Erica to remind me to give her the second payment before she and Joe left, but guess what happened? We all forgot. Enclosed, please find your second payment.

May you and all of your staff have a New Year full of good health, laughter, prosperity, and wonderful memories.

Environmentally yours,

*Diane*

Diane Dodd
Landfill Office Manager
Professional Waste Management Facility Operator

RESPECTING THE PAST, ATTENDING THE PRESENT, CONCENTRATING ON THE FUTURE

**This customer is now part of Virginia's Region 2000 Partnership.**

**Arnold O. Chantland resource recovery system**

110 Center Avenue, P.O. Box 811, Ames, IA 50010 Phone: 515-239-5137 Fax: 515-239-5490


Jackie W. Barlow II
Technical Support/Group Manager
10944 Beaver Dam Road, Suite C
Hunt Valley, MD 21030

Dear Jackie:

You've asked for a testimonial relating to our experiences with you as a company, support, promises kept, etc. And finally I think I have time to do just that! Let me know if there's anything else you need from us.

"Our Paradigm Software was installed in August of 1999. Paradigm sent Chris Holmes from their office to install our program and hardware, as well as to train all staff that would be involved in using it. The company was careful to accommodate our varying schedules to be sure everyone had a chance to use the new program and understand it before going 'live'. After the installation, Chris let us know that we could call any time to get help if we needed it. We also had emergency numbers to call in the event that we needed help during non-traditional office hours; this was very handy on a couple of Saturdays I can think of! Paradigm has been very responsive when we've needed to add things to our system; we tell them what we'd like the system to do for us, and they come up with just what we need. They've been able to fit their program to our rather unusual operation of our waste-to-energy system; we really appreciate the personal attention we've received from the company."

Sincerely,



Lorrie E. Hanson
Principal Clerk

**Delaware Solid Waste Authority**

Since acquiring CompuWeigh and Weigh Stations software from Paradigm Software L.L.C., the Delaware Solid Waste Authority's reporting, auditing and communication abilities have been greatly improved. Paradigm's technical support assistance with the setup of Weigh Station has made our organization's database tracking and control easily manageable. Paradigm Software L.L.C. has developed their software to meet all the needs of their clients without the need for custom programming. With the interaction of Microsoft applications, CompuWeigh software provides unlimited methods of manipulating data for analyses.


Herbert F. Dulin
DSWA Business Analyst


**Rodman County, NY**

When our facility was looking for a new software package that would accommodate our needs, I put a lot of time and effort in to researching all the latest programs available. I was very impressed with what Paradigm Software, L.L.C. had to offer. Your program provided the flexibility and capability that our landfill was looking for, while being very user-friendly.

We have been using the CompuWeigh System since September 1999 and have been very pleased with the results. The support staff at Paradigm was very helpful in tailoring the program to meet our needs. Paradigm has provided a great deal of assistance with our accounting software program that we download our billing information to, even though it is not part of the CompuWeigh System.

I have found that I seldom have had to call Paradigm for technical assistance as the program has run so smoothly, but whenever I have placed a call, my questions have been answered expediently and explained in a manner that was comprehendible. The customer service at Paradigm Software is exceptional.

I have received calls from other landfills that are exploring new software options and I cannot say enough good things about the CompuWeigh System and the people at Paradigm.

Sincerely,


Jan M. Castro
Customer Service Specialist

### 1.3.5  Development Language

CW6 is developed in the .NET and C# programming languages.  We utilize SQL Server for the database and Visual Studio and TFS for the maintenance of the software development.  Our product grows through an evolutionary process with the knowledge we obtain with our internal research and development and from client input.  This practice will continue with the company and the software development.


### 1.3.6  Versions / Release Implementation / R & D

The initial version of the application was in production in April 1992.  In 1996, CW3 was available for installation.  CW5 was finalized and installed for the first client in a production environment in June 2002.  In October 2014, Paradigm released our latest version, CW6, and installed it for Manatee County, FL.  Paradigm defines versions as either an "Update" or an "Upgrade".  An "Update" is any changes to the product that are made within the same version that the client is currently licensed for (example – going from version 6.1 to 6.2).  An "Upgrade" is a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x).  The update process is straight forward.  Paradigm will provide the client with an executable file which will be installed on the necessary server/machines to bring the solution up to the latest build.  Paradigm will assist or perform this update to ensure no issues occur for a nominal fee.  We highly urge all clients to have a test environment to assist in the roll out of new updates.

With the release of our newest version, we are focused on upgrading our current client base to this version.  Paradigm post our company newsletter monthly to our website which highlights new features within the application, new clients, client profiles (for those who want to participate), and upcoming events where Paradigm will be in attendance.  Paradigm would be happy to discuss future enhancements we are considering in an on-site demonstration as this information is confidential and a competitive advantage to our future success.

Paradigm has consistently performed above and beyond our competitors in new innovations on a software, hardware, and support level.  Paradigm is second to none in providing a state-of-the-art solution and the knowledge and skill to back and support these technologies.  Clients who want to protect their investments choose Paradigm Software.  Paradigm was the first company in the industry to offer a color sunlight readable LCD Display for more flexibility in unattended processing solutions.  We were the first in the industry to offer near real time data transfer without the solution running on the same network. We were the first in the industry to offer a complete PCI Compliant and Validated and P2PE/EMV attended and unattended credit card processing solution.  Many of our enhancements come from our knowledgeable staff and also from ideas of our clients.

Paradigm is continually investing in Research & Development for future enhancements.  All future enhancements are for the betterment of the software and our clients.  Paradigm makes no claims that future enhancements to the product are not construed to be guaranteed or available within a specific time frame.

### 1.3.7  Quality Assurance

Paradigm takes great pride ensuring we deliver a quality product to our clients. Once awarded, Paradigm will assign a project manager to be the client's main point of contact throughout the implementation. That point of contact will be the lead specialist for the implementation and will have all resources available to him/her from Business Development, Implementation, Solutions Development, Support and Services, and Executive Management. Paradigm has implemented a milestone approach to our implementations. During the kick-off meeting, our project manager will discuss and outline these milestones for the client. The milestones cover items required by the client, by Paradigm and joint milestones. The use of the milestones has proven to ensure a successful installation and to keep the planning, implementation, configuration, testing, and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.

Our weekly update builds go through a quality assurance process where basic solution functionality is validated in our test environment. These preliminary tests assure the product performs the new functionality implemented in the application and standard functionality. We recommend each customer have their own test environment and utilize the test scenario guide created during implementation to ensure the update meets your expectations prior to rolling out into a production environment.

### 1.3.8  Section 508 / AODA Compliancy

Paradigm Software is working closely with the City of Toronto towards Accessibility for Ontarians with Disabilities Act (AODA) and Section 508 (for the US). This will allow the software to follow standards to become more accessible to people with disabilities.

# 2.0   Proposed Solution

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

## 2.1  CW6 Overview

The solution is developed for the solid waste and recycling industry which is over 95% of our client base.  The solution is written using Visual Basic .NET with either a SQL Express or SQL Server database.  CW6 grows through an evolutionary process and all clients run the same code base.  This makes supporting our clients and enhancements streamlined.

CW6 is used at the scale house and the administrative office.  The primary features of the proposed solution are presented as follows:

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

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

The office set (CW6) includes all features to manipulate the stored data including:

- Account Editing
- Truck Editing
- Transaction Editing
- Report Writer with Shift Totals
- Posting
- Accounting Receivable and Aging (Optional)

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

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

The four main requirements to produce a fully functional and useful solution are:

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

Paradigm possesses all these essential qualifications. The proposed solution will be a turnkey solution meeting the specifications of the RFP.    Paradigm understands the requirements set forth in the RFP.

## 2.1.1 WeighStation

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



As seen from the screen sample above, the WeighStation program has a single screen design, so the user is not confused by information overload. The user is presented with all the information necessary to complete a transaction, but through the use of menus and control keystrokes the user has the means to access other information when it is needed. Through the menu bar or function keys, the user can query truck or account files, pull trucks out of the hold file, instantaneously view daily totals, reprint or void

transactions, assess special fees for transactions, get on-line help, change the hardware configuration, close-out for the day and more.  All of this is available when the user needs it, all within the same program.

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

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

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

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

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

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

## 2.1.2  Office / Administration

The primary features of the proposed solution are presented as follows.  CW6 has three edit windows, Account Edit, Truck/Vehicle Edit, and Transaction Edit.  All edit programs share various solution features.  Because they share features and the use of the Microsoft® Windows Operating System; once the user is comfortable with one edit window, they can easily use the others.  The only difference between the features is the fields that make up the database.  The password protected desktop metaphor allows for dragging all CW6 screens aside while running to multitask and do other operations.

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



All edit windows support powerful filtering. This allows the user to search for any string of data in a file such as a date, a price, an account or a string of characters. The user can put all the matches into a single list and then view the matches one by one.
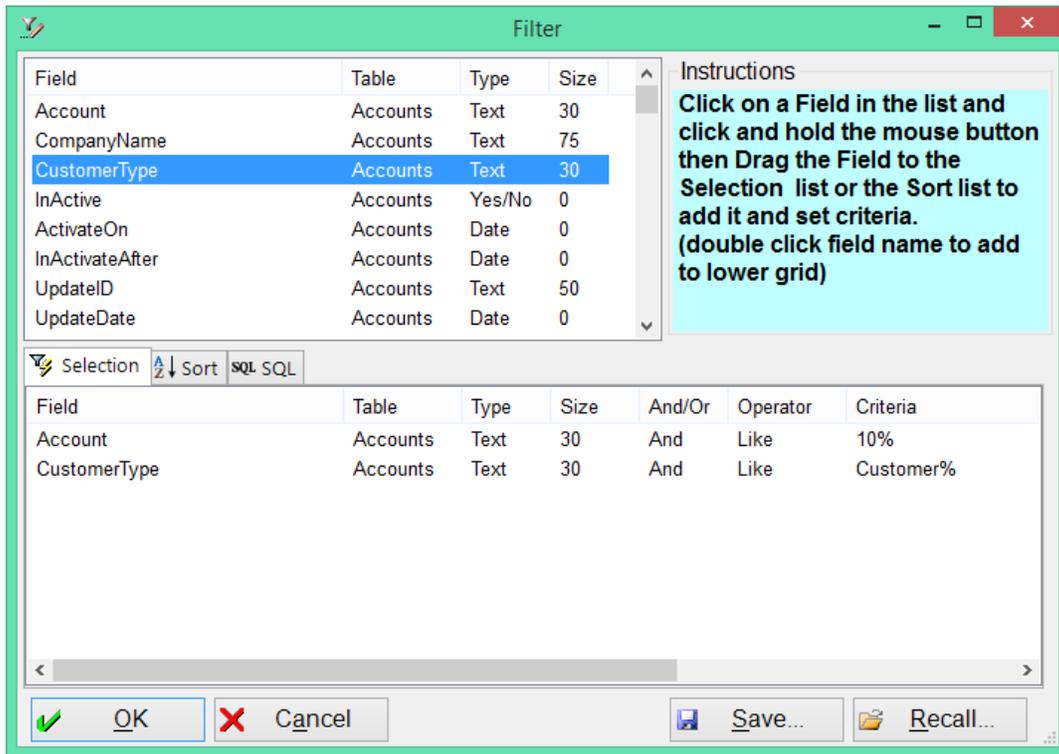
Each edit window offers a unique list window.  This window allows the user to view the data in a concise manner where each record occupies a line in the list.  The user can select a record from the list and bring it to a full editing window, by simply clicking on that record with the mouse.
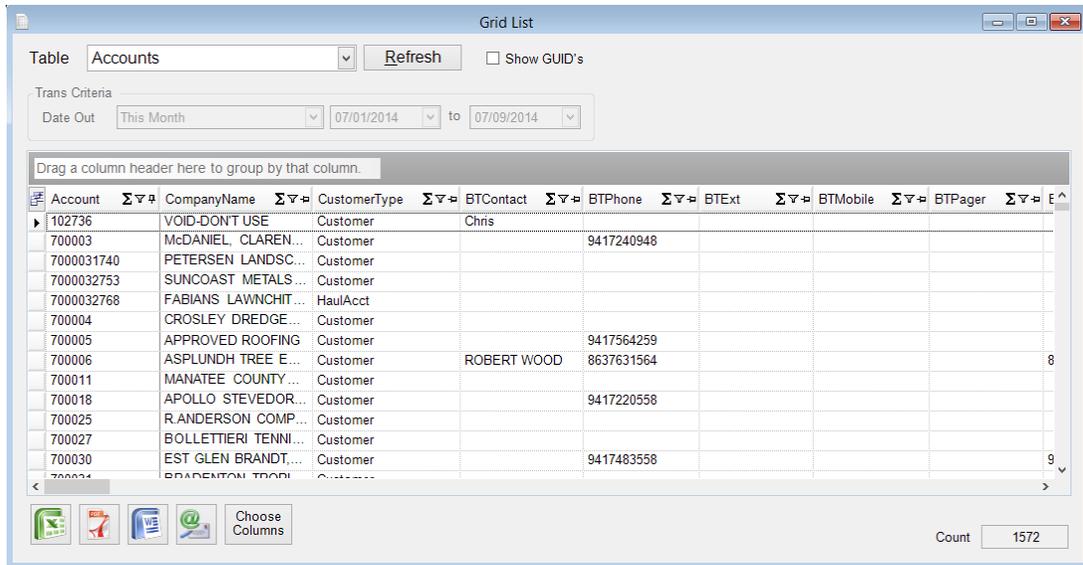


## Quick Search
CW6 comes standard with a Quick Search feature that will place virtually all data right at your fingertips.  Simply type in the information you are looking for and the solution will search the database to find where that information is located.  In the example below, we searched for the word 'barlow'.  The results are shown below the quick search, and it found a truck, account and a report that contained the word 'barlow'.  This feature will also search solution settings with appropriate user rights.
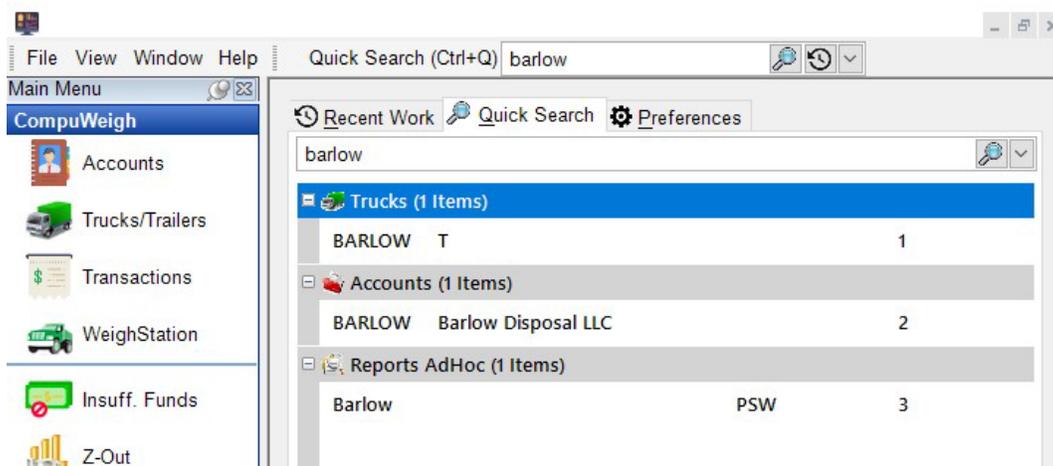


## Database Processing Features
CW6 supports an extensive array of functions.  The list of program features is as follows.

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

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

## 2.1.3  Paradigm Distributed Messaging

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

**Message Queuing Module**
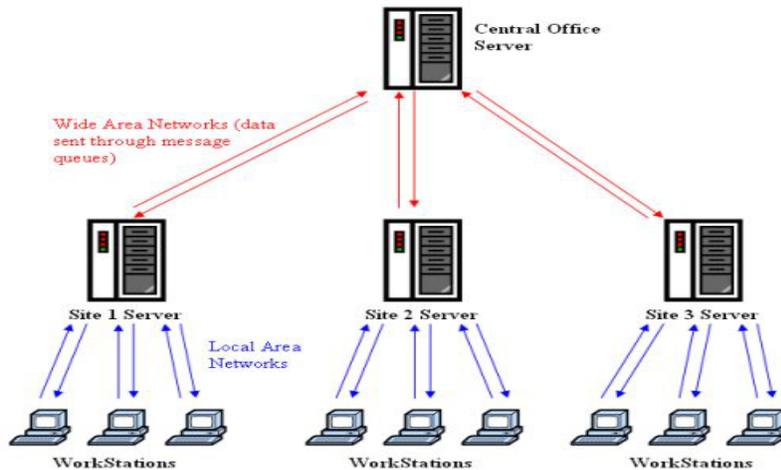


Each site does not require a site server.  The site could be configured in a peer-to-peer network where one of the computers acts as a local server.  This is one of personal preference and configuration. Each site would have an Inbound Queue (at the central office) and an Outbound Queue (at the site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

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

Within CW6 running the "Check Transactions" command will identify if there are any transaction numbers missing from the client's main database and will provide a report to identify what days and transaction numbers need to be recovered.  If the transactions are incomplete for any reason or are non-recoverable in a TRM format, the solution captures all the necessary files required for the Paradigm Support staff to rebuild the transactions.

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

## Example of Message Flow



MSMQ Data Flow Diagram with Transactional Queues

Site(s)

WeighStation

PDMQRead.EXE (NET)
(Retrieves Inbound Messages and Update Databases)

SQL Server or Access DB

Send Main/ Tran updates (Modification Based)

Retrieve Main Updates from Office

Site Inbound Message Queue

Queue Name:
PDXXIN_T
XX = Sitecode

Office

Site Outbound Message Queue
(Each Site will need an Outbound Queue on Office Server to assure that each site can send updates)

Queue Name:
PDXXOUT_T
XX = Sitecode

Send Main UpdateTo Site (Modification Based)

Retrieve Main/Tran Updates from Site. (Timer Based)

Retrieve Updates made by CompuWeigh (Timer Based)

PDMQROUT.EXE (NET)
(Sends messages to the appropriate queues)

Send Updates (Modification Based)

Office Outbound Message Queue

Office Inbound Message Queue

Queue Name:
PDOFIn_T

Queue Name:
PDOFOut_T

Send updates (Modification Based)

Retrieve Main Updates from Sites (Event Based)

CompuWeigh

PDMQRead.EXE (NET)
(Retrieves Inbound Messages and Update Databases)

SQL Server DB

## 2.1.4  Account Edit

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



**Some of the Account Edit Features include:**
- Standardized user interface across all data edit forms
- Unlimited Contacts
- Account Specific Rates
- Defaulting based
  - Account, Site Code, Inbound vs. Outbound and Special Fees
  - Truck, Site Code, Inbound vs. Outbound and Special Fees
  - Site Code, Inbound vs. Outbound and Special Fees
  - Rate Table, Site Code, Inbound vs. Outbound and Special Fees
  - Transaction Type, Site Code, Inbound vs. Outbound and Special Fees
- Account and truck specific ticket notes
- Account and truck specific WeighStation notes which can remind the operator about specific reminders.  Includes activation and deactivation dates and completed checkbox.
- Allowed Table Entries Tab: Allowed limiting table entries at the scale house
  - Based on Account, Truck, Transaction, Table Entry (Material, Origin etc.), Site
- Allowed Accounts Tab
  - Allowed limiting bill account or haul account at the scale house.
    - Based on Account, Truck, Transaction, Table Entry (Material, Origin etc.), Site
- Documents Tab

- o Allows storing documents with an account, truck, and site.
  - For example, PDF bond documents or scanned signed LOA's.
- o Simple drag and drop functionality
- Transaction Tab
  - o Shows a quick view of transaction data for an account or truck with full grouping and sub totaling capabilities

## Notes Tab



- Unlimited Notes Table with data time of each Note

## 2.1.6 Truck Edit

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



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

## 2.1.7 Transaction Edit

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



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

**Some of the Transaction Edit Features include:**
- Complete editing of tickets based on user rights with complete auditing.
- Reprint and email tickets
- Unlimited split materials
- Unlimited special fees
- Note History to keep track of dated notes about a transaction
- Documents tab allows saving addition files with a transaction. For example, pictures of the load
  - Transaction Reversals – Provides the user with the ability to negate a transaction while still leaving a record for auditing purposes. Reversal transaction is linked to the original transaction.
  - Transaction Corrections – Provides the user with the ability to generate a new transaction based off of the original and correct the transaction accordingly. All transactions are linked together (original, reversal and correction).

### 2.1.9  Site Edit



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

### 2.1.10     Audit Logs

There are five primary logs maintained by CW6.
1. Transaction Log
    a. Stores data about a transaction during the processing of the vehicle in the scale house.
    b. Stores important information when the transaction is placed in the hold table.
    c. Stores completed information when the transaction is finished and the final data is written to the primary Transaction tables.
2. Event Log
    a. Stores any important information about user actions in the solution.
    b. Partial list of Events Tracked
        i. CompuWeigh Started
        ii. CompuWeigh Exited
        iii. CompuWeigh Login
        iv. CompuWeigh LogOut
        v. WeighStation Started
        vi. WeighStation SpecialFeesModified
        vii. WeighStation ClearScreen
        viii. WeighStation GetWeightKeyUsed
        ix. WeighStation Reset TransactionNumber
        x. WeighStation ModeChange

   xi. WeighStation Transaction Note Changed
   xii. WeighStation RuleViolation
   xiii. WeighStation RuleResult
   xiv. WeighStation Exited
   xv. LOA Used
   xvi. Reprint Ticket
   xvii. Report Run
   xviii. Report Changed
   xix. Batch Report Run
   xx. Batch Report Changed

  c. There are currently more than 120 events which can be tracked in the Event Log table.  The client can select which events to track.  New events can be added as needed to suit client requests.
  d. The log events are sent via MSMQ to a central repository at the main office of the client.

3. Health Log
  a. Stores information about the health of the software and the sites.
  b. Transaction Count by day by site
  c. Errors – If any .NET errors occur they will be stored in this log
  d. Event Log counts by day by site
  e. Database Health
   i. Size of the MDF and LDF files
   ii. Index Fragmentation
   iii. SQL Version
   iv. Hard drive free space
  f. CW Windows Services
   i. Which services are running
  g. MSMQ Health
   i. Queue Status
  h. CW versions
   i. List of versions of software installed at sites

4. Email Log
  a. Maintains a list of emails that were automatically sent by the solution.

5. WeighPay Log
  a. Stores events related to electronic payment processing, such as Credit, Debit, and Check payments, and related functions.
   i. Partial list of events tracked
    1. Check Encryption Keys
    2. Void Raw Request
    3. Begin MiddleWare Process
    4. Application Shutdown
    5. Sale Raw Response
    6. MiddleWare Process Complete
    7. Installation
    8. MiddleWare Process Error
    9. MiddleWare Response

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

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

## Screen Samples

- Within the solution there is a log that tracks the activity.
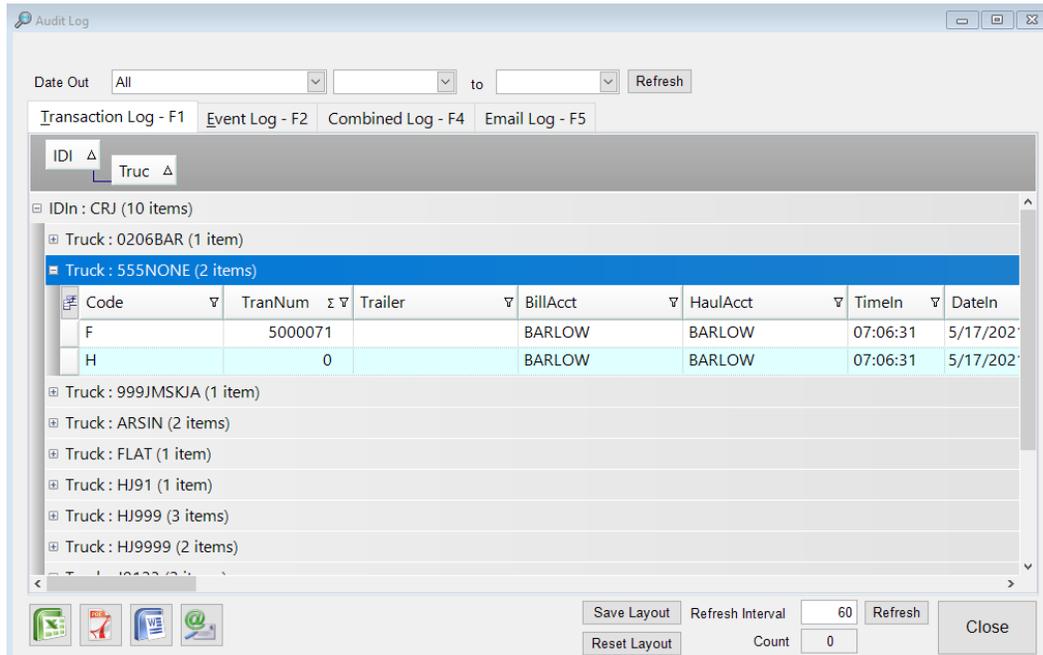


- All logged events are stored in database tables.  This allows for unlimited reporting capabilities.  All data viewed in grids can be exported to Excel, PDF, Word formats and emailed in the same formats.
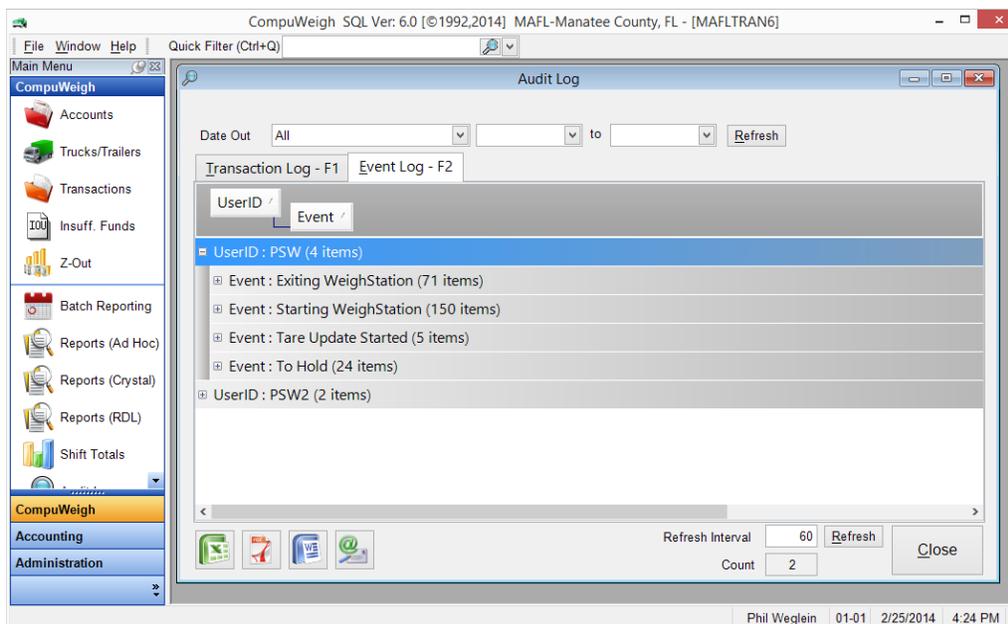


- If using the message queuing option, the office personnel can view scale house transactions and events in near real time.

## Security Activity Event Logs

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

## Truck Edit Logs

The following is an example of the Truck Edit Log and sample Truck Edit Log in an Excel spreadsheet. This type of log is available for numerous tables within CW6. The screenshot is just a sample of the data in the table as to provide the entire row (in excess of 60 fields) would not be visible in a screenshot.





## History Schema

CW6 can store an unlimited amount of data changes in a SQL Server History Schema.

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

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

**Sample list of Tables in the History Schema:**

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

## Sample of Audit History Form



## WeighPay Logs

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

File   Edit   Format   View   Help

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

## 2.1.11 WeighStation Cloud Module (WCM)

Paradigm's WeighStation Cloud Module is our newest module and was first announced at WasteCon 2022 in San Diego, CA. WCM is an optional cloud-based module that is meant to act a complementary piece to our user's existing solid waste operation (this is not a separate version of the solution). WCM can be utilized on either a Wi-Fi or cellular data enabled device for transaction processing virtually anywhere. We would be please to demo this module for you.
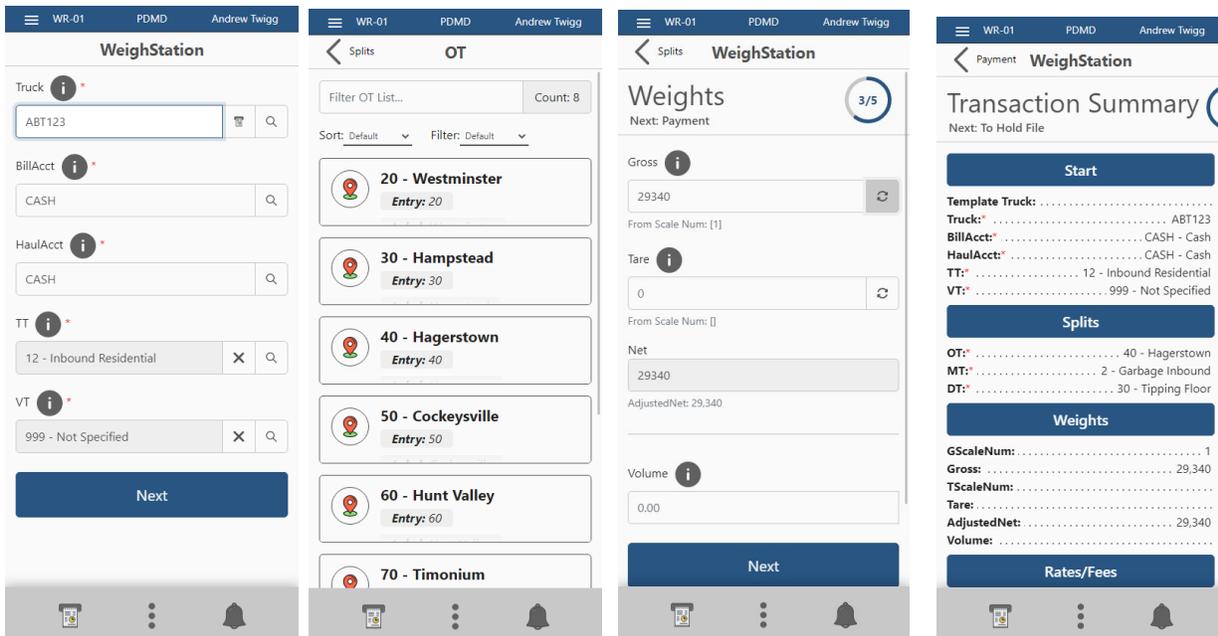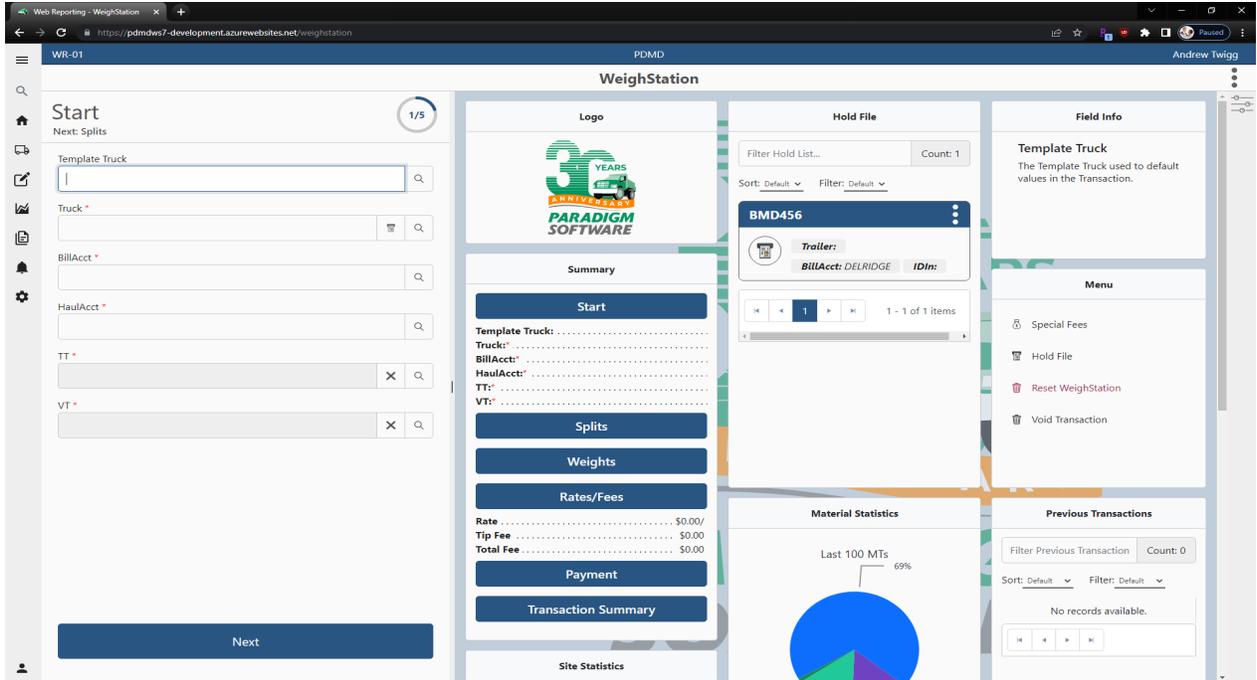
## 2.1.12 Shift Totals



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

## 2.1.13 Reporting

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

**General Report Writer**

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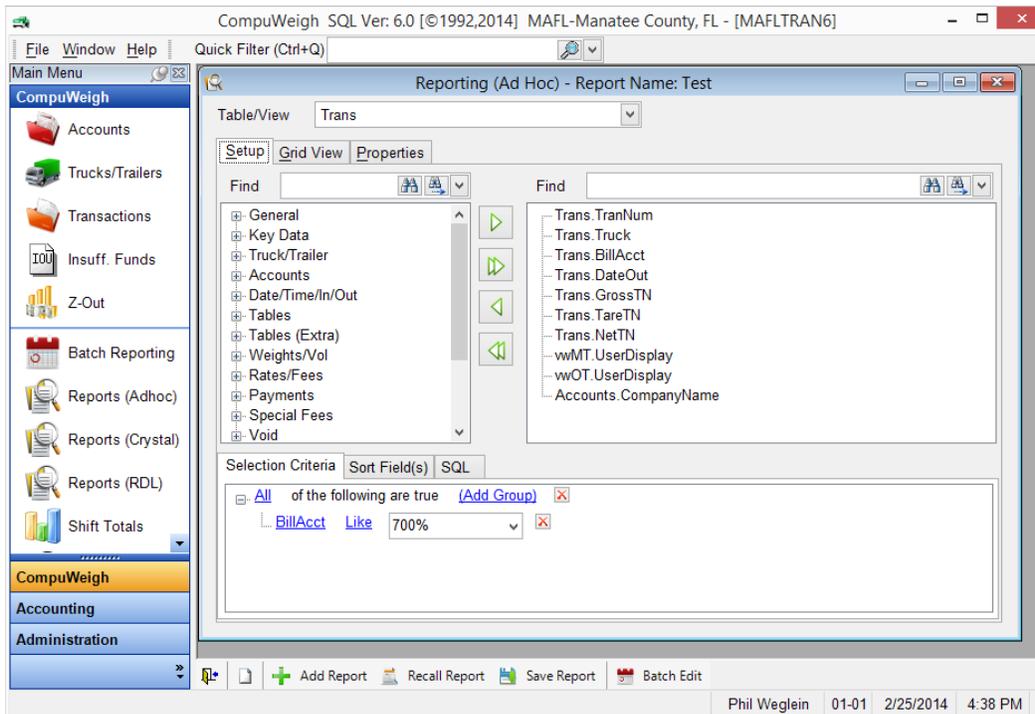
## Adhoc Reports

The following section shows examples of the adhoc report functions.

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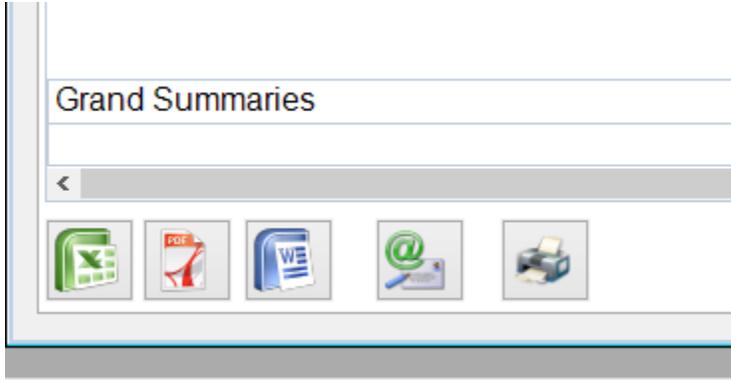


The data collected is only useful when it can be retrieved in a flexible, intuitive way.  Since each user has different reporting needs, CW6 General Report Writer offers the ability to select specific reporting parameters.

All of the fields available to the user are grouped in the upper left list box.  The user can move any field into the upper right list box and change the order as desired. By clicking on the Grid View tab, you will generate the report.
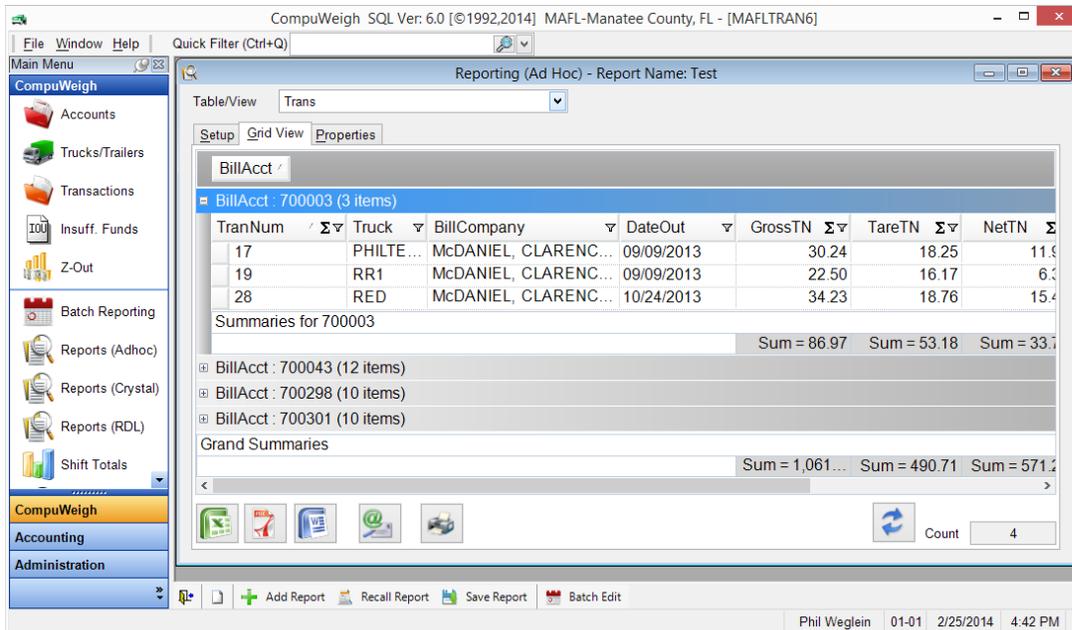
All of the fields available to the user in the upper left list box under can also be utilized in the **Selection Criteria** and **Sort Field(s)** box.  This enables the user to determine specific ranges of criteria for "sorting and selecting" purposes.

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

**Canned Report Listing**

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

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

**Example of: Daily Ticket Report**

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

**Example of: Totals Tables – Totals by Payment Type**

May 18,2018 12:12 PM

**Totals**

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

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

**Example of: Totals Tables – Totals by Material Type**

**Totals**

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

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

## Example of: Z-Out Deposit

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

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

Cash Total:                                        $2098.42

### Checks

| 1418 | $241.57 | 1449 | $53.21 | 5719 | $94.64 |
|---|---|---|---|---|---|

Checks Count: 3          Checks Total:              $389.42

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

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

## Crystal Reports

CW6 supports Crystal Reporting as an option to the General Report Writer functionalities. A Crystal Report viewer comes with the application and the Paradigm staff can assist the client in creating additional reports in a "not to exceed" cost arrangement if requested.
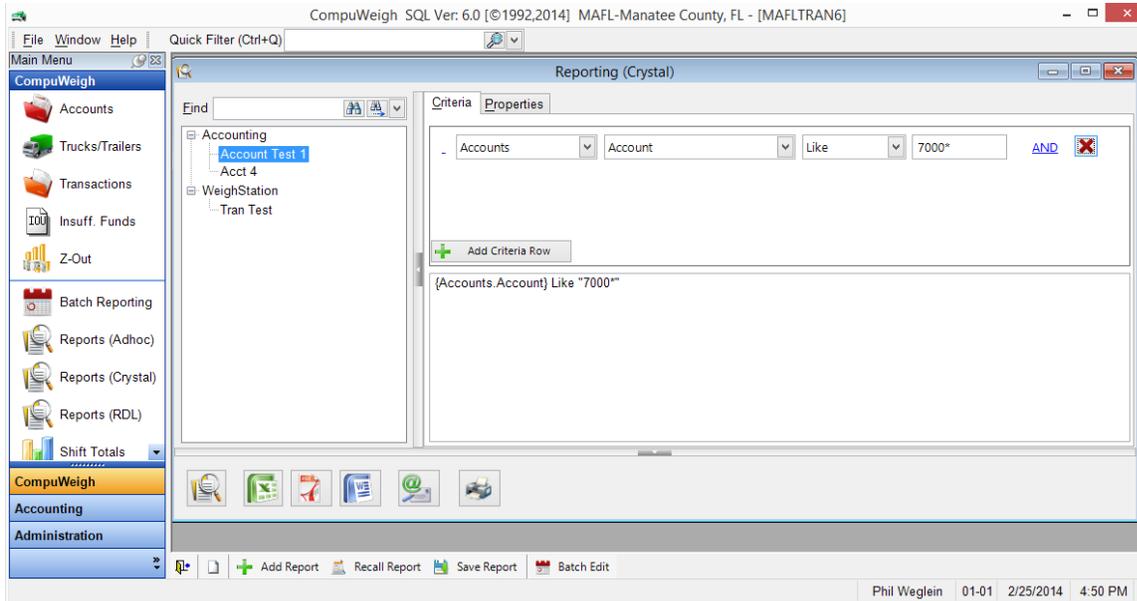


- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.
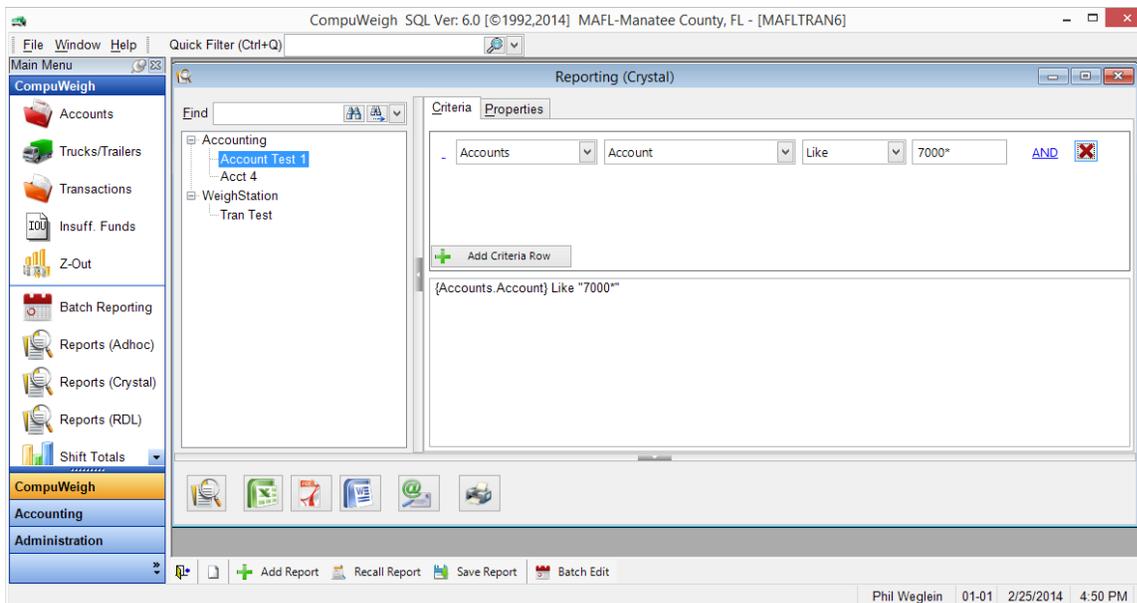
- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.
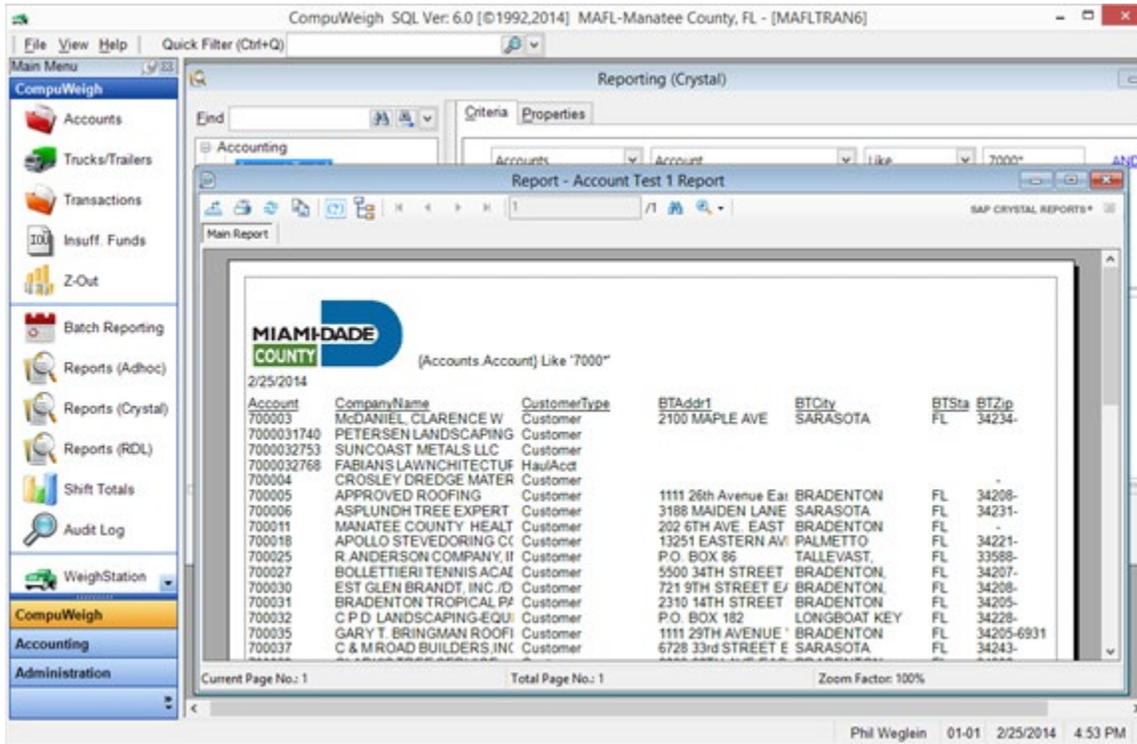
## Microsoft SQL Server SSRS and RDL Reports

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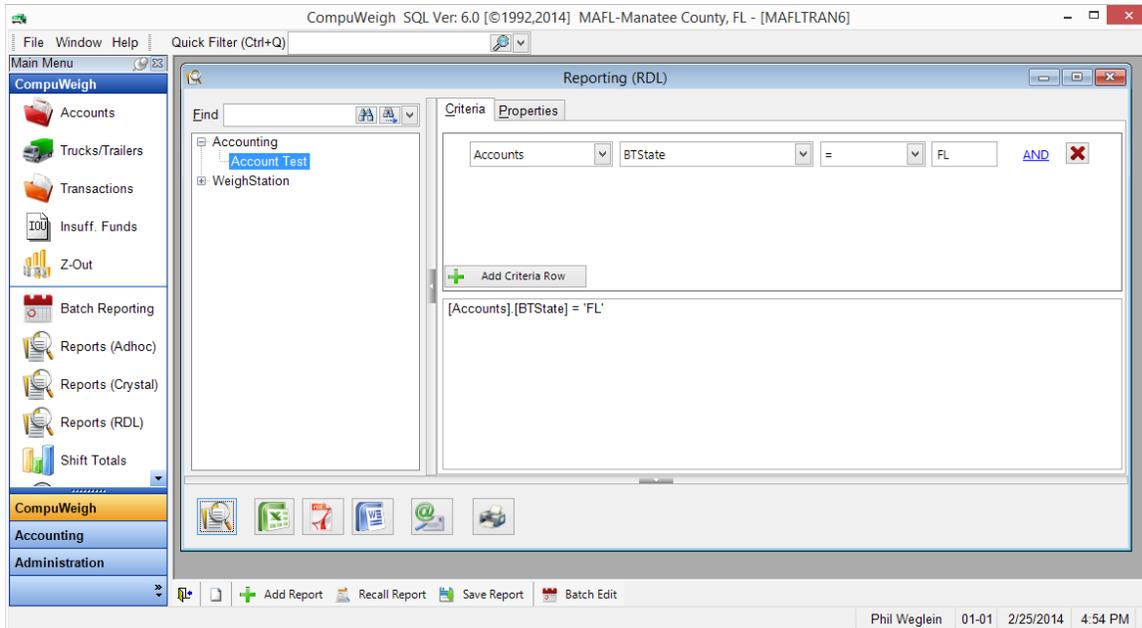


- Create SSRS RDL reports using pre-defined templates or from scratch or using the SQL report builder.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.
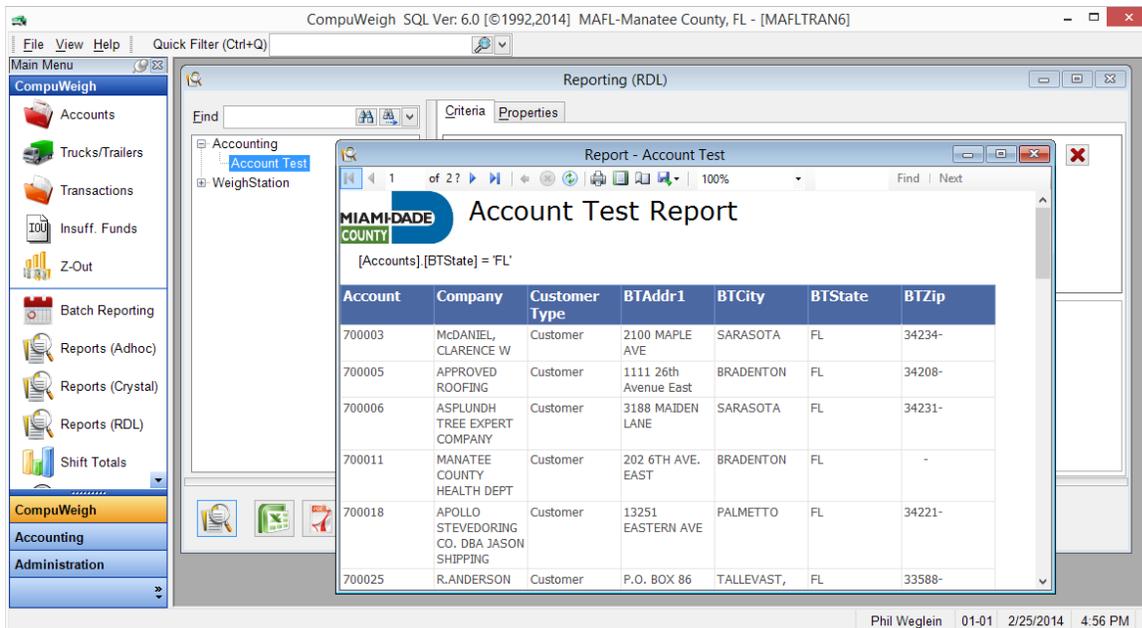
## Batch Reporting

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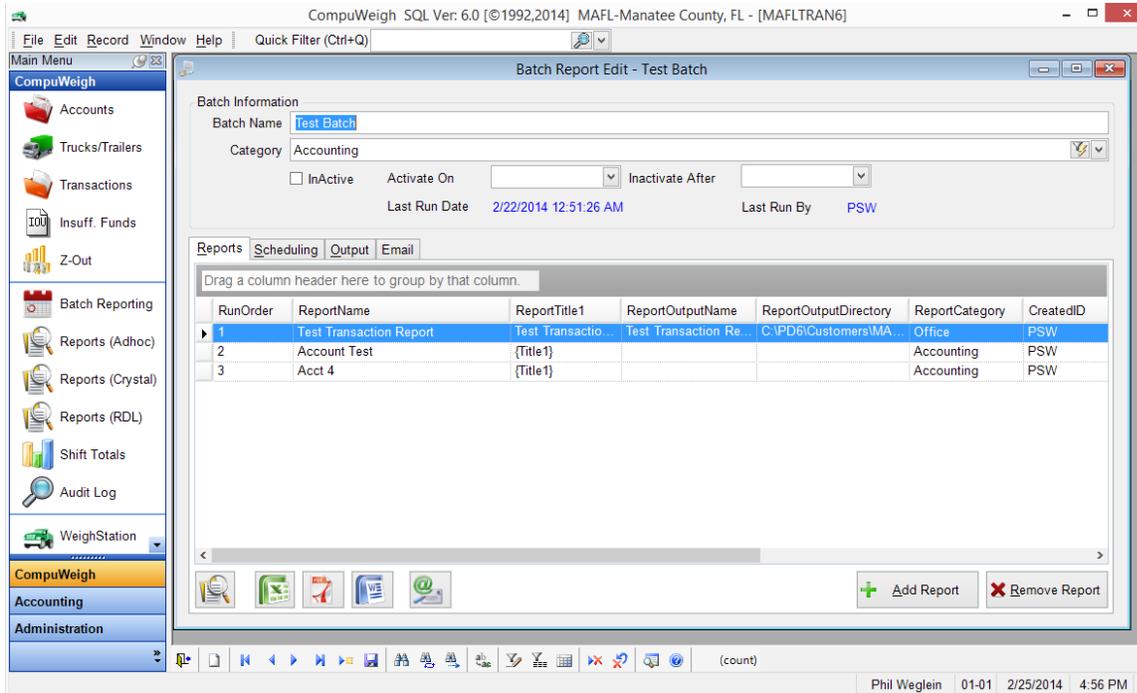


- Create an unlimited number of batch reports which can run an unlimited number of Adhoc, Crystal or SSRS reports as a single group.
- Schedule the reports to automatically run based on a user defined schedule
- Output all of the reports to Email, File, Screen or Printer
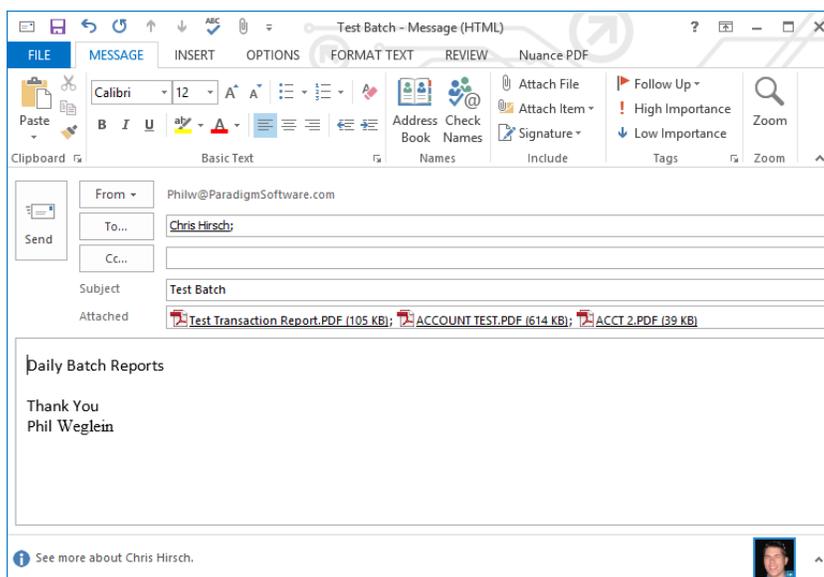
## Totals Reports

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

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



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

**Report List**

Transfer Station Waste Totals Inbound
Transfer Station Waste Totals Outbound

SSRM
SSRM Processing Out
SSRM Processing In

SSO Inbound
SSO Processing Out
SSO Processing In

Yard Waste Inbound
Yard Waste Processing

Required Folders and Spreadsheet

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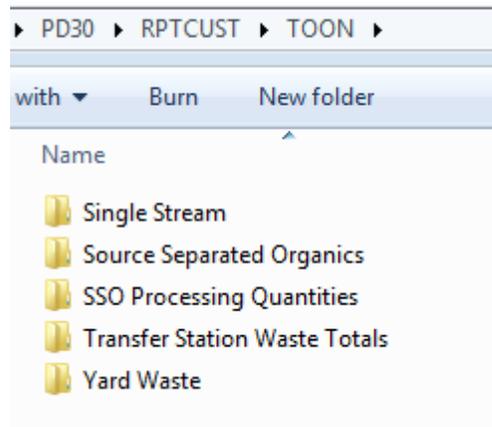


\PD\RPTCUST\TOON\Transfer Station Waste Totals\
      Inbound Transfer Station Totals - PD.xlsx
      Outbound Transfer Station Totals - PD.xlsx

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

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

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

**Criteria**

Report criteria can be edited using an integrated data grid.
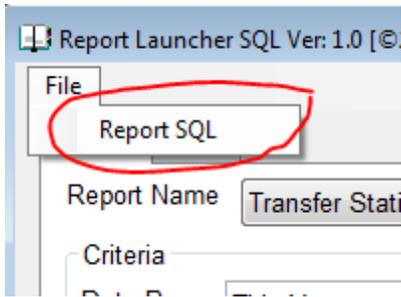




| ReportName | MainG | ItemN | MainGro | Item |
|---|---|---|---|---|
| SSO | 6 | 1 | | 1 |
| SSO Processing | 7 | 1 | | 1 |
| SSO Processing | 8 | 1 | | 1 |
| SSRM | 3 | 1 | | 1 |
| SSRM Processing | 4 | 1 | Out | 1 |
| SSRM Processing | 5 | 1 | In | 1 |
| Transfer Station Waste Total | 1 | 1 | All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

**Spreadsheets**

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

Weekly Current Year / Weekly Prior Year 1 / Weekly Prior Year 2 / Graph

All spreadsheets are standardized with at least 3 worksheets.
Weekly Current Year
Weekly Prior Year 1
Weekly Prior Year 2
Graph

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

| | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | Year to Dec 31, 2017 | | | | WEEKLY INBOUND WASTE TONNES * | | | | | | Year Totals | |
| 2 | | Inbound | | | | (Paid) | | | | | | Inbound | |
| 3 | 2017 | 90,215 | | | | | | | | | | | |
| 4 | 2016 | 85,819 | | | | | | | | | 2016 | 85,361 | |
| 5 | 2015 | 83,156 | | | | Ending Week 53 | | | | | 2015 | 82,001 | |
| 6 | | | | | | Graph dates and weeks represent 2017 | | | | | | | |
| 7 | | | | | | Budget Tonnes: 589,757 | | | | | | | |
| 8 | | | | | | | | | | | | | |
| 9 | | | | | | ——2017 ——2016 ——2015 | | | | | | | |



| | | |
|---|---|---|
| 39 | | * Labour Disruption June 22 - July 30, 2009 |
| 40 | | * Includes all residues from MRFs but does not include any manual site adjustments - see outbound totals for actual landfilled tonnes. |
| 41 | | 2009 tonnes adjusted to match tonnage map (Residues and Adjustments) |
| 42 | | |

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

| | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | Year to Dec 31, 2017 | | | | WEEKLY INBOUND WASTE TONNES * | | | | | | Year Totals | |
| 2 | | Inbound | Outbound | | | (Paid, Municipal, Residues and Peel) | | | | | | Inbound | Outbound |
| 3 | 2017 | 486,319 | 170,890 | | | | | | | | | | |
| 4 | 2016 | 496,967 | 173,856 | | | | | | | | 2016 | 492,998 | 586,285 |
| 5 | 2015 | 515,775 | 199,713 | | | | Ending Week 53 | | | | 2015 | 511,353 | 668,481 |
| 6 | | | | | | Graph dates and weeks represent 2017 | | | | | | | |
| 7 | | | | | | Budget Tonnes: 589,757 | | | | | | | |

* Labour Disruption June 22 - July 30, 2009

* Includes all residues from MRFs but does not include any manual site adjustments - see outbound totals for actual landfilled tonnes.

2009 tonnes adjusted to match tonnage map (Residues and Adjustments)

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

# 2017 Weekly Inbound Transfer Stations Waste Tonnes Totals

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

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

## 2.1.14    Posting (Billing/Invoicing)

Once the data has been approved for billing, the Posting feature within CW6 will allow the client to create and process their billings. The Posting window is a powerful and highly flexible part of CW6.



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

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

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

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

## 2.1.15    Accounts Receivable and Aging Module
## Security Options
Setup user Groups with approved rights
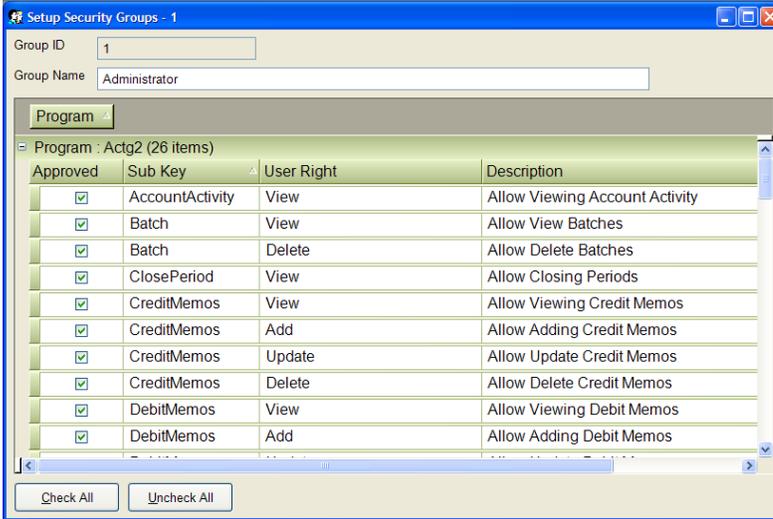


Add Users and assign to user Groups
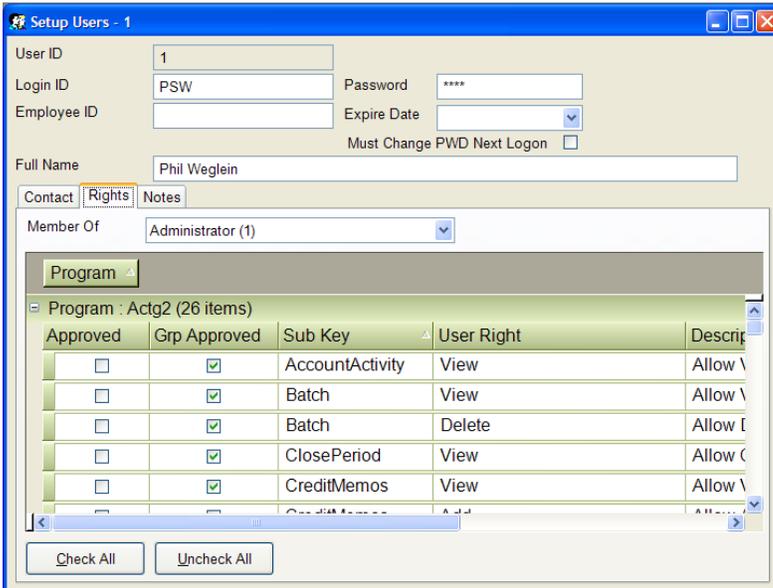
## Accounts Receivable and Aging

Paradigm offers an Accounts Receivable & Aging Module to track the activity of the client's customer.  As in CW6, this module is User ID and Password protected to allow only those individuals the rights they need to complete their level of responsibilities.  At the designated billing date, an AR batch is created in the CW6 Posting module.   Each individual batch contains a group of invoices all posted for the same date range.  An auto-generated batch number is assigned each time a batch of invoices is processed.  The module can email information directly to the customer in lieu of mailing (i.e. statements, etc.).

## AR Batch – View and Edit

To open a batch, select the View Batches Icon.





In addition to the columns displayed on the screen, there are additional "informational or identifying" columns that can be viewed by scrolling through the window.
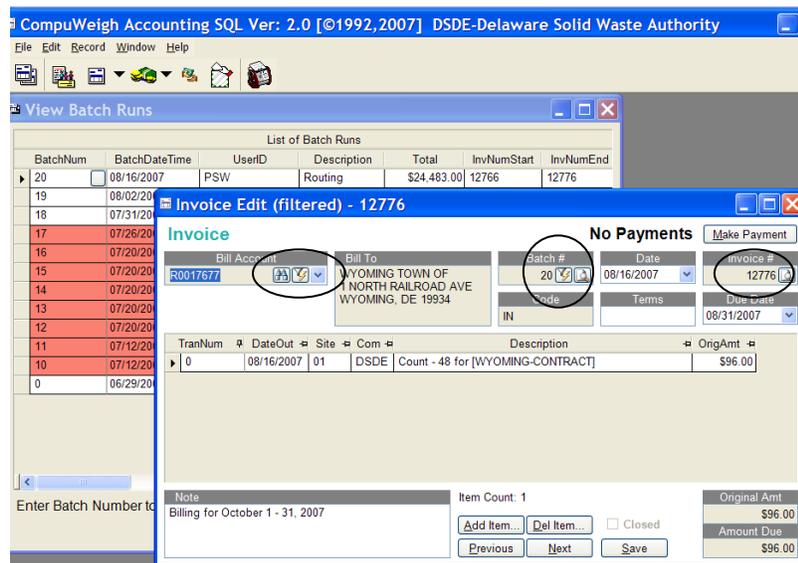
On the Invoice Edit screen, the icons within certain fields will launch other solution functions, i.e. the icon next to the Invoice Number will allow a user to print that invoice.
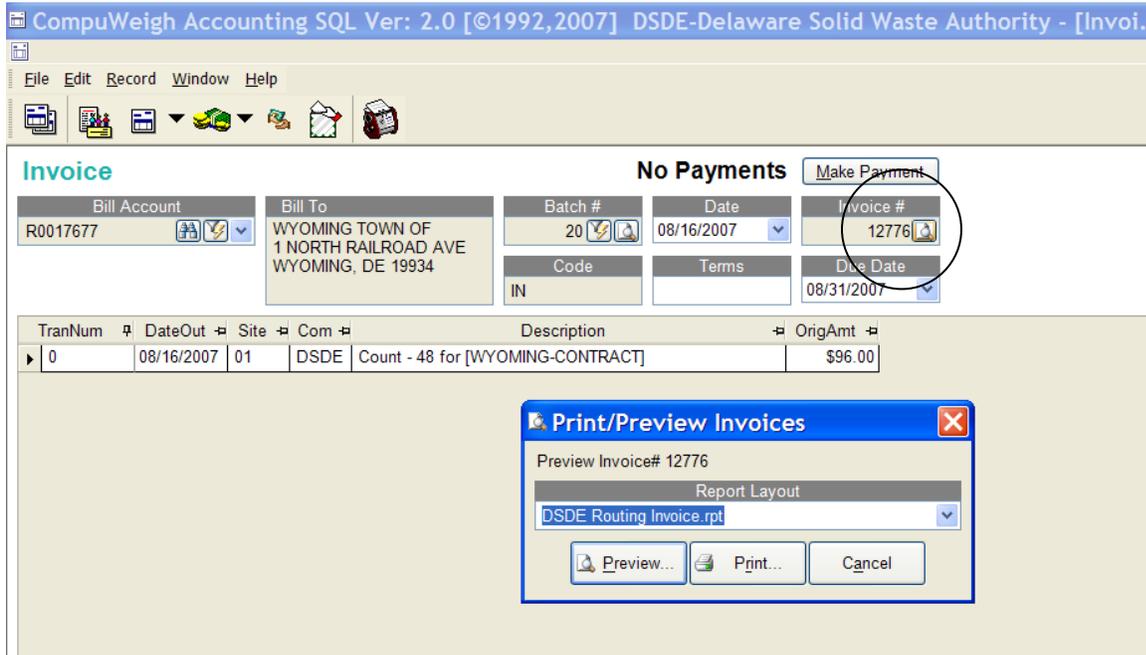


**Delete a Batch**

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



If payments have been applied to the batch an error message will display with the following message.
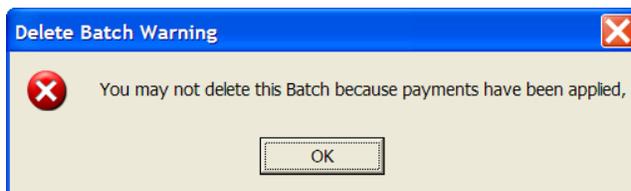
The account activity screen lists all the activity for every account. It can display the overall activity on the accounts as a whole, or for an individual account. It shows every invoice and payment made to that account for the time period selected. It shows an account balance as well as an account summary at the bottom of the screen.



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

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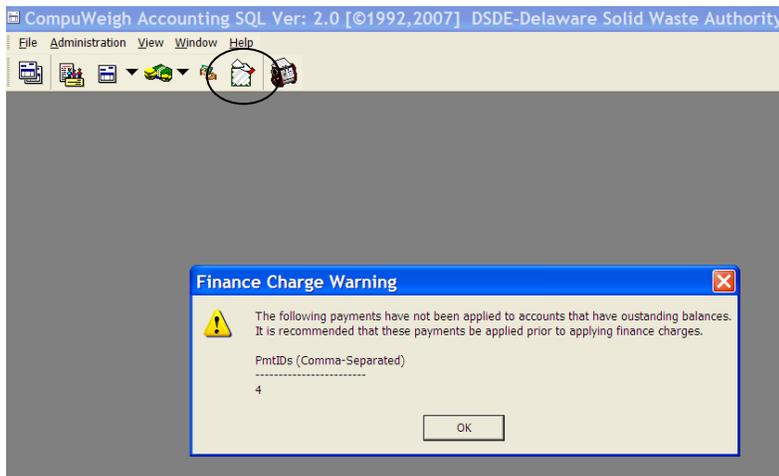
After completing the process and re-launching the Assess Finance Charges feature, the following screen will be displayed.
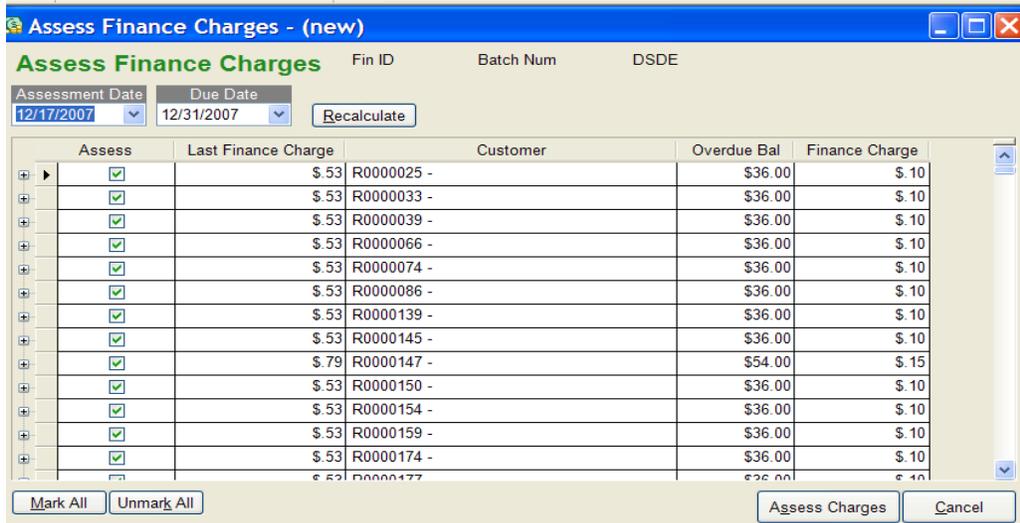


At this time, management has the discretion to determine which customers will be charged the displayed finance charge amounts. Simply un-checking the box will remove the customer from the finance charge process. The + sign at the beginning of the line, indicates there is information hidden. In this case,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

**Credit and Debit Memos (Adjustments)**
The debit memo feature can be used to establish a beginning AR balance and any other situation where the account needs to be assigned additional charges. The debit memo screen is fairly plain which allows for the end user to define the invoice to includes as much information needed to assist the customer in understanding the charge on their account.
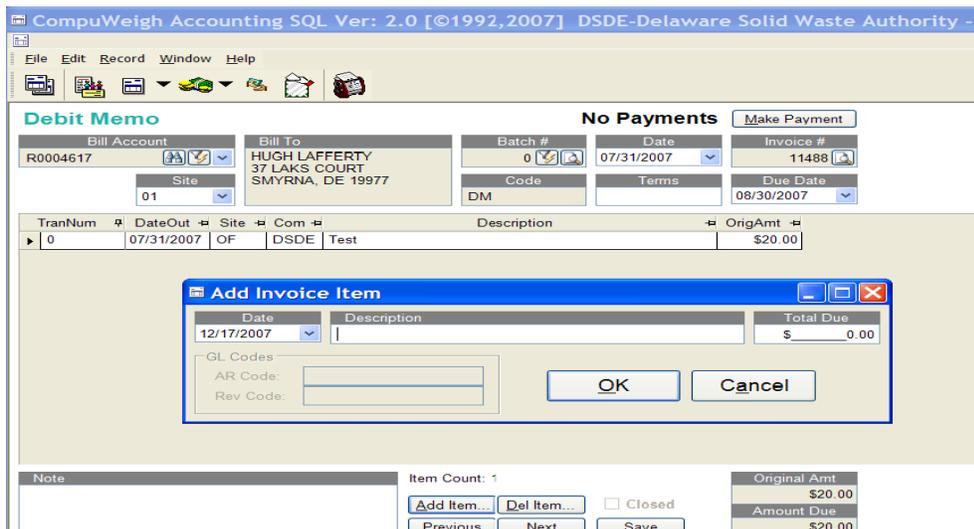
The credit memo feature is used to remove a charge or make a payment type adjustment. Also, within this screen the end user can immediately apply the Credit Memo to an invoice without having to launch another window.



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

## Reports

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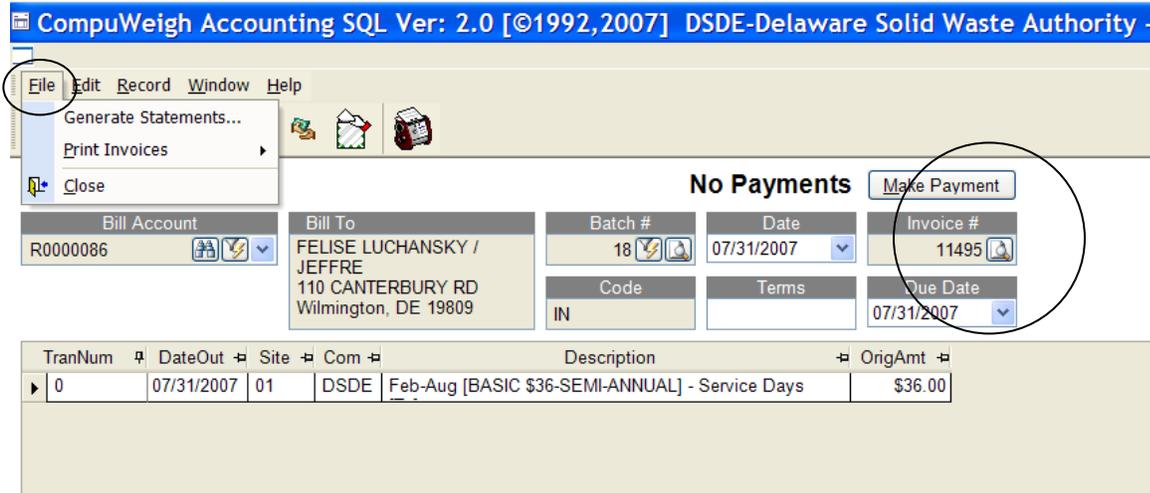


## Aging Reports

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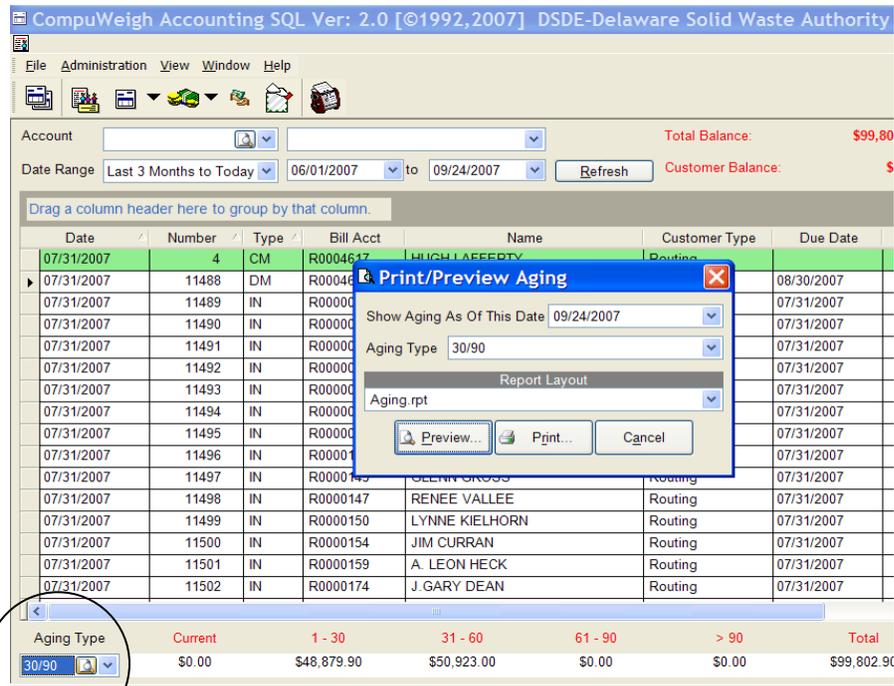
**Accounting Reports**

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

**Aging Summary Report**

## Seattle Public Utilities
### Aging Report

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

**Payment Report**

# REGION 2000 SERVICES AUTHORITY
## Payment List

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

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## R0000025

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

## R0000033

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

**Grand Total**          **$108.00**

**Payment By Revenue Account Report**

# Miami County Sanitary Department

## Revenue Listing

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

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

**Account Activity Report**



# Solid Waste Management Services
## Account Activity
3/26/10

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

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

**Statements**

**INVOICE**

CITY OF JACKSONVILLE, FLORIDA

GENERAL ACCOUNTING DIVISION

INVOICE NUMBER:ARDO10000171

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

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

TAX COLLECTOR'S USE ONLY:
SOLID WASTE DISPOSAL
20100228

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

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

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

CREDIT
GENERAL LEDGER ACCOUNT:
115000 115231

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

REMITTANCE ADDRESS:

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

FOR INFORMATION REGARDING THIS INVOICE CALL 904.387.8837

## Department of Solid Waste Management

### Invoice

MIAMI·DADE COUNTY

2525 NW 62nd Street
Miami, Florida 33147

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

| Current Invoice Due | Total Amount Due |
|---|---|
| 2,493.00 | 5,953.00 |

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

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

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

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### Payment Coupon

MIAMI·DADE COUNTY

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

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

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

Please make check payable to:

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

Page: 1

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

# STATEMENT

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

Customer ID:     004

Due Date: Please Pay By The 21st of March

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

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

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

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

| | | |
|---|---:|---:|
| Current Invoice | 4.89 | $267.60 |
| If Paid By The 15th | | $454.53 |
| If Paid By The 21st | | $462.35 |

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

**Credit Memo List**

PARADIGMSOFTWARE
The Standard in Weighing and Routing Software

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**000439**    BARLOW WRECKING

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

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**000400**    WEGLEIN DISPOSAL

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

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**005153**    HIRSCH LANDSCAPING

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

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**006593**    HOLMES WASTE REMOVAL

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

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**008075**    CARMEN CONSTRUCTION

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

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**000435**    DOWNEY DISPOSAL

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

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**000033**    FIEDLER WASTE HAULING

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

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Page #:     1

**Debit Memo List**



## Debit Memo Listing

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

**005153    HIRSCH LANDSCAPING**

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

**005195    TWIGG TREE REMOVAL**

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

**017776    JOHNSON JUNK REMOVAL**

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

**000062    HANSON REMOVAL**

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

**000435    DOWNEY DISPOSAL**

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

**000033    FIEDLER WASTE HAULING**

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

**Debit Memo Grand Total:**     **$4,866.43**

Page: 1

# Last Page of Account Balance Report

**Actg Balance Report**
File: SEWATRAN - DATASERVER\SQL2005
[ActgBalance] > 0

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

Records Read-> 775 of 775

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

The report descriptions are as follows:

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

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

Print          Export
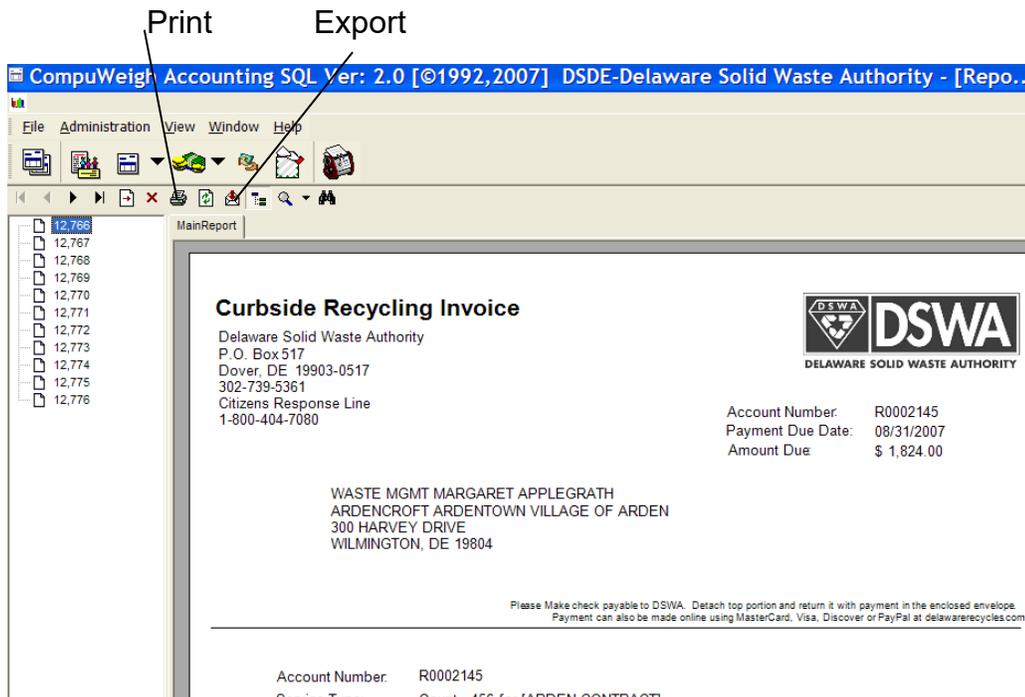


The layout and information presented on the invoices and statements are customer specific. Paradigm staff will work with the client to design a layout which is satisfactory to you and if necessary, where the standard aging reports do not offer the information required for the client to manage their business,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

**Accounts Receivable and Aging Features**

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

## 2.1.16    Solution Security

All security options within CW6 can be enabled on a <u>per user basis or on a group/role level </u>as needed.   The security options list can be expanded to meet additional client's needs.   Our solution supports the "least privilege" principle.

**User Level**



**Group Level**

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

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

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

**User Authentication**
The following is a sample of CW6 User Authentication.

CompuWeigh User Authentication



User

1. User launches application

Application Client

2. Requests application
Username and password

3. Application Credentials provided

3. Database server authentication
Using active Windows Credentials
(When using Windows Authentication)

Database Server

Database
Server

5. User password hash validated.
User application access authenticated

4. User authenticated
for database access.
One-way user application password
hash returned

## User and Group Rights

CW6 offers group (or Role) based security rights as well as user-based rights.  There are over 150 rights currently defined in the solution.  This list can grow as clients request additional rights within the solution.

Some examples of rights are:

| Accounting | AccountActivity | View |
|---|---|---|
| Accounting | Batch | Delete |
| Accounting | Batch | ShowAllParams |
| Accounting | Batch | View |
| Accounting | Batch | Void |
| Accounting | ClosePeriod | View |
| Accounting | CreditMemos | Add |
| Accounting | CreditMemos | Delete |
| Accounting | CreditMemos | Post |
| Accounting | CreditMemos | Update |
| Accounting | CreditMemos | View |
| Accounting | CreditMemos | Void |
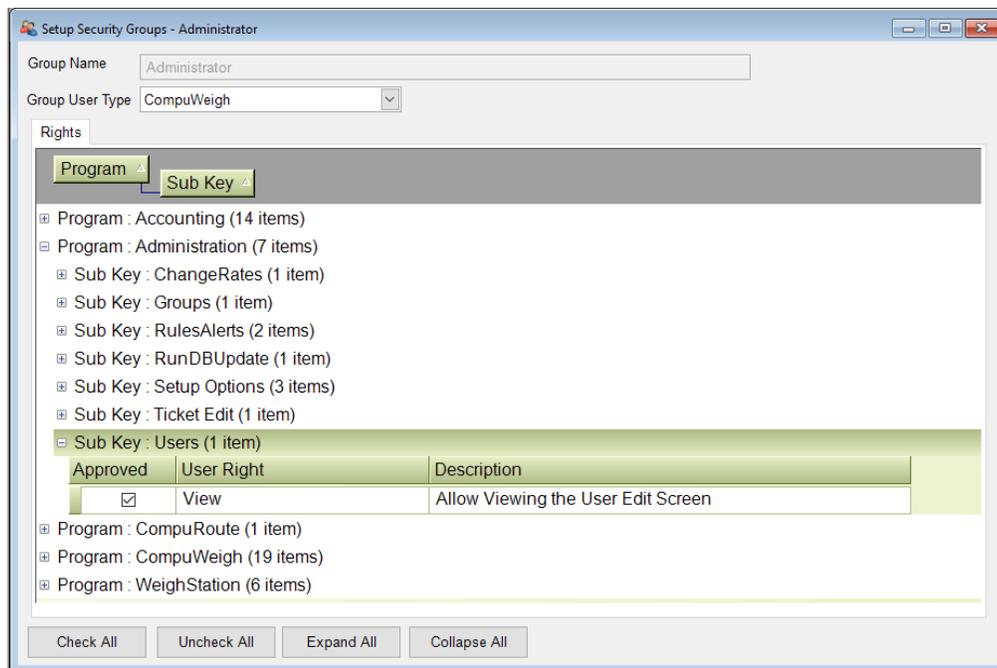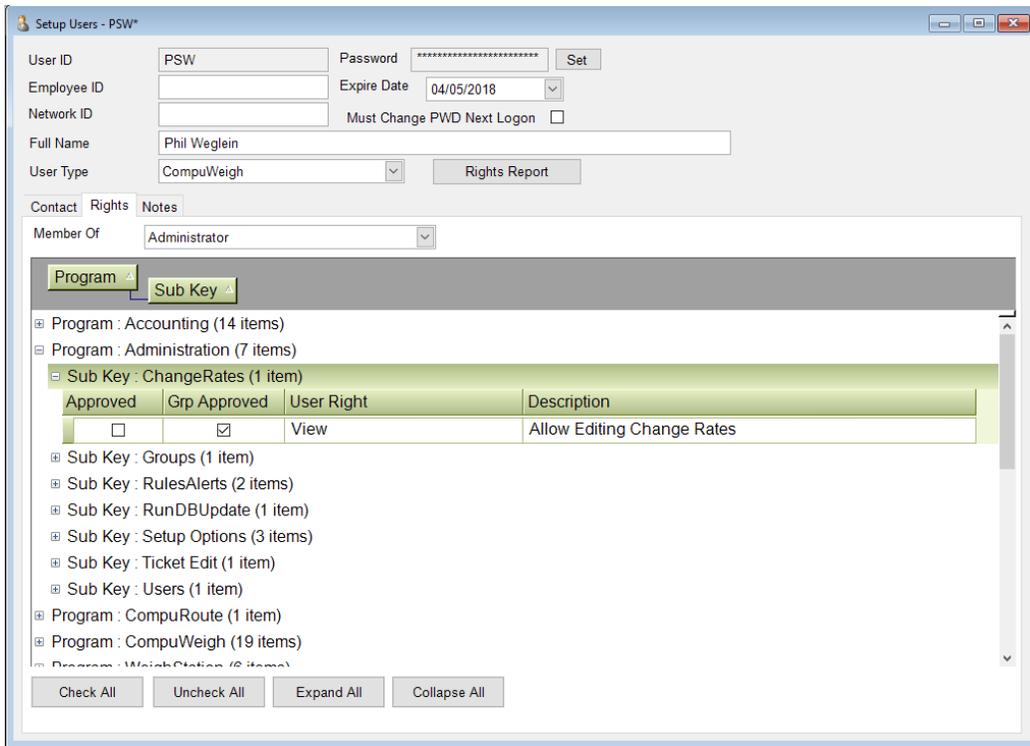
## Restrictions Based on Group and User Rights

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

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

## Field Level Restrictions based on Group and User

At the Group and User level individual fields can be restricted to read only or hidden completely.
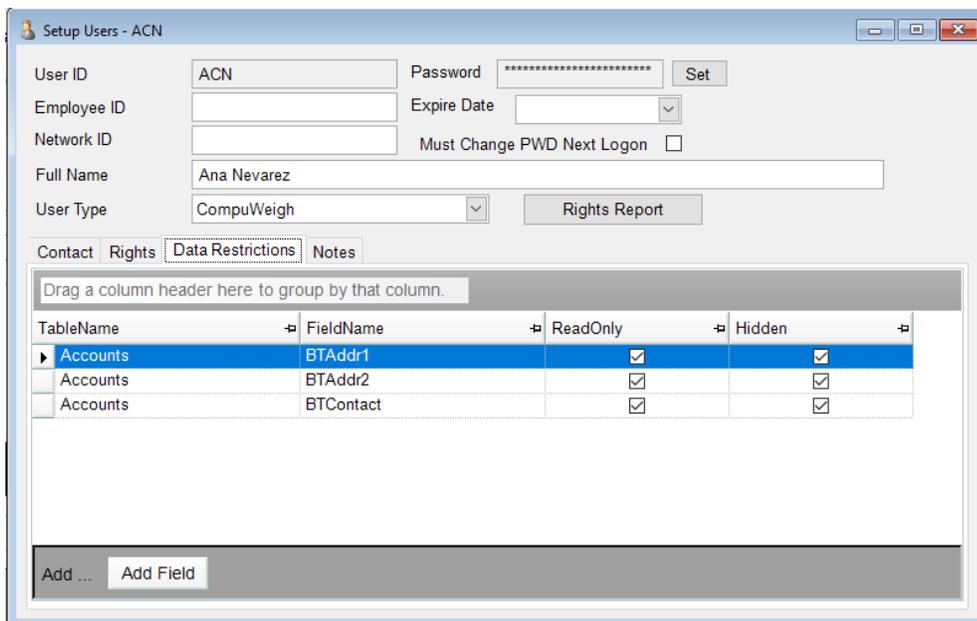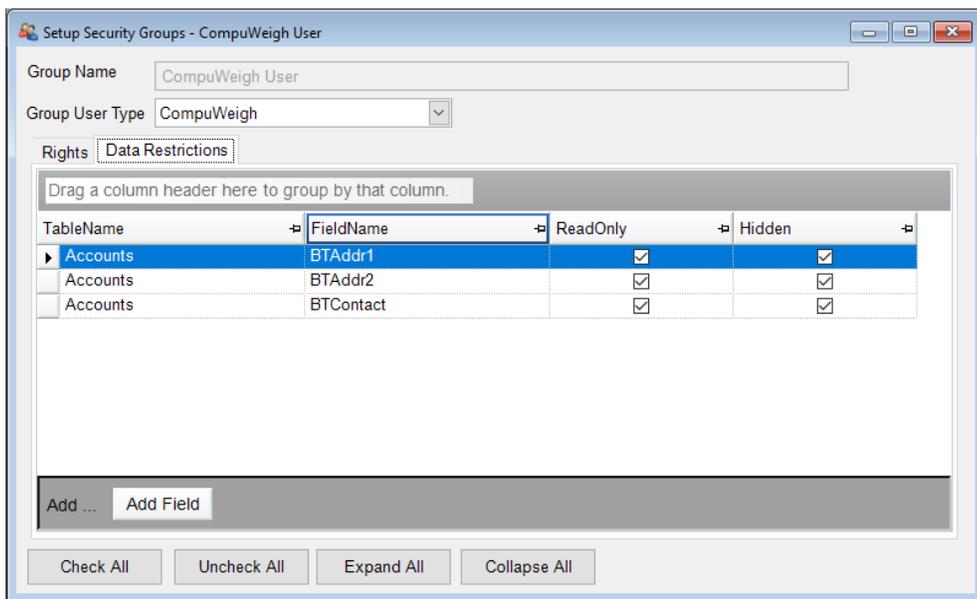
## 2.1.17 Messenger Application

The Messenger Application allows users to message one another in near real time. The User can contact another single user, or an entire group of users inside of the program. Please see the screenshot below:
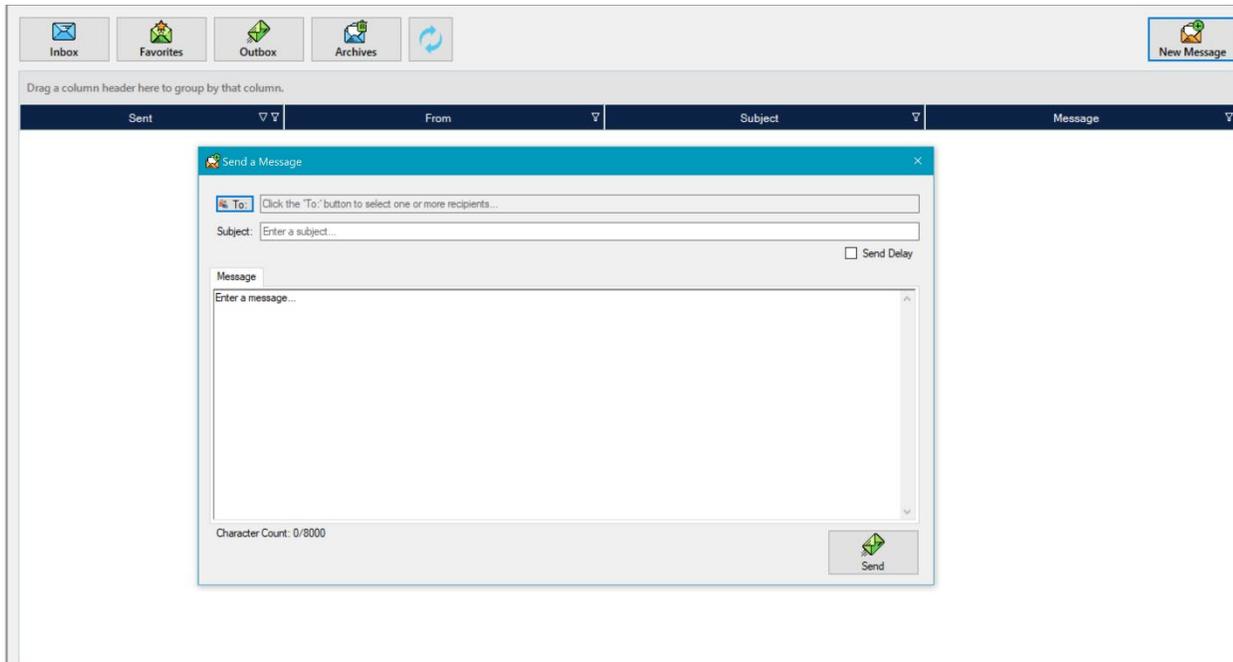


By clicking the "To" button you can select the User or the Group to send the message to in near real time. Each User will then see a pop-up in the upper right corner of their screen. This reminder will pop-up until the user reads the message. The solution also shows whether a user has seen the message.

## 2.1.18 Database Software

Paradigm is proposing to utilize the client provided SQL Server database for this application (or SQL Express). The proposed solution will interface to the client's Windows® based file server and LAN/WAN so that the scale house will be able to communicate directly with the administrative office computer to exchange information as required using the Message Queuing Module. A single database will be maintained on the network server to allow all computers on the network to access and update files throughout the day as long as the connection is available. The WeighStation computer will be able to process client transactions, calculate fees, generate tickets and store the information for use by the CW6 workstations in the administrative office.

**Data Retention and Purging**

SQL Server Database can retain as much data as the client needs to retain based on infrastructure. Paradigm has clients storing in excess of one million transactions in a single database without degradation to performance of the software.

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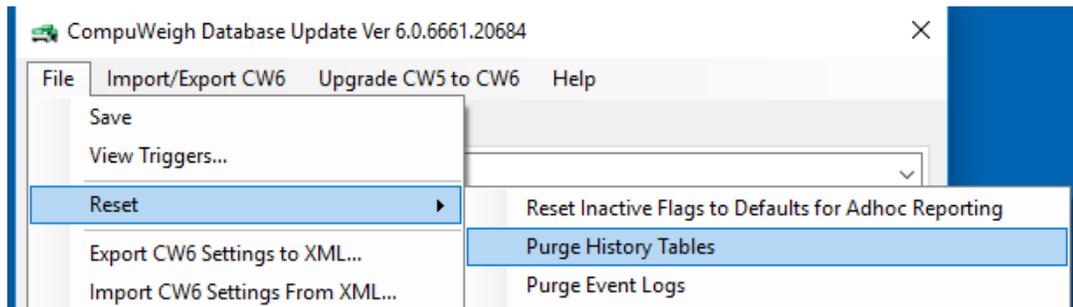


**Sample History Purge Form**

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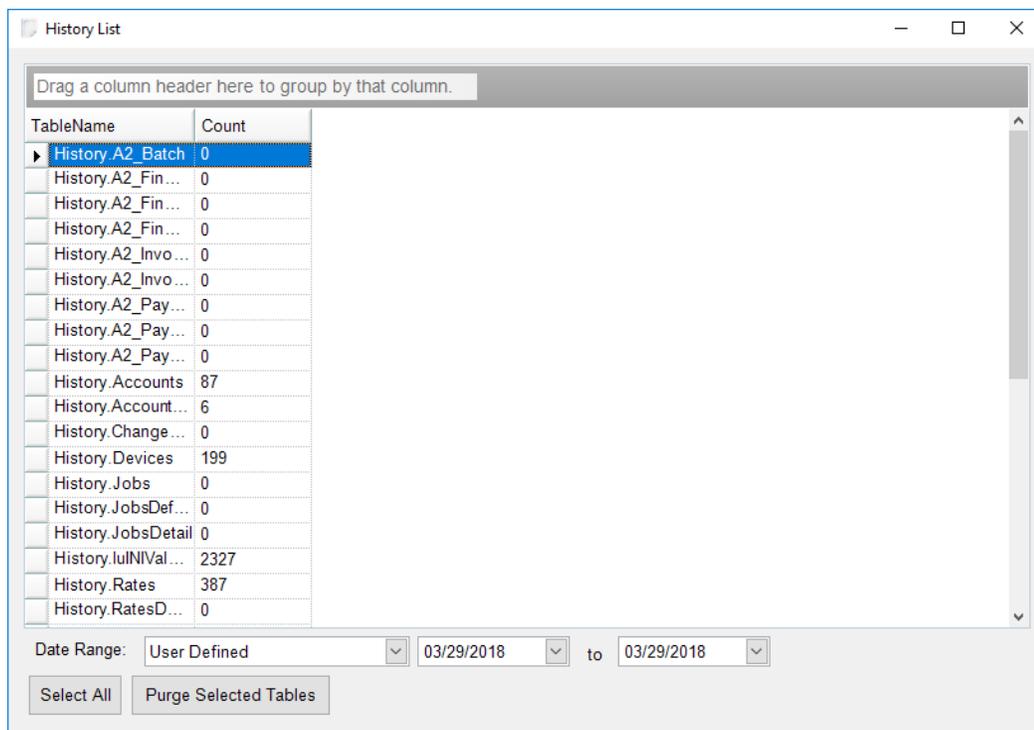
## Sample Log Purge Form

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



The user can also select by individual date.



## DBUpdate and PDTask Maintenance

**DBUpdate**

Based on user rights the Database Update application is used to keep all versions of the SQL Server database up to date. It maintains an internal CW6 database schema version so that it only had to update the schema changes since the last time it was run.

## PDTasks
The PDTasks application can be configured to perform many common database maintenance chores.  For example, this can include but is not limited to backups and rebuilding indexes.
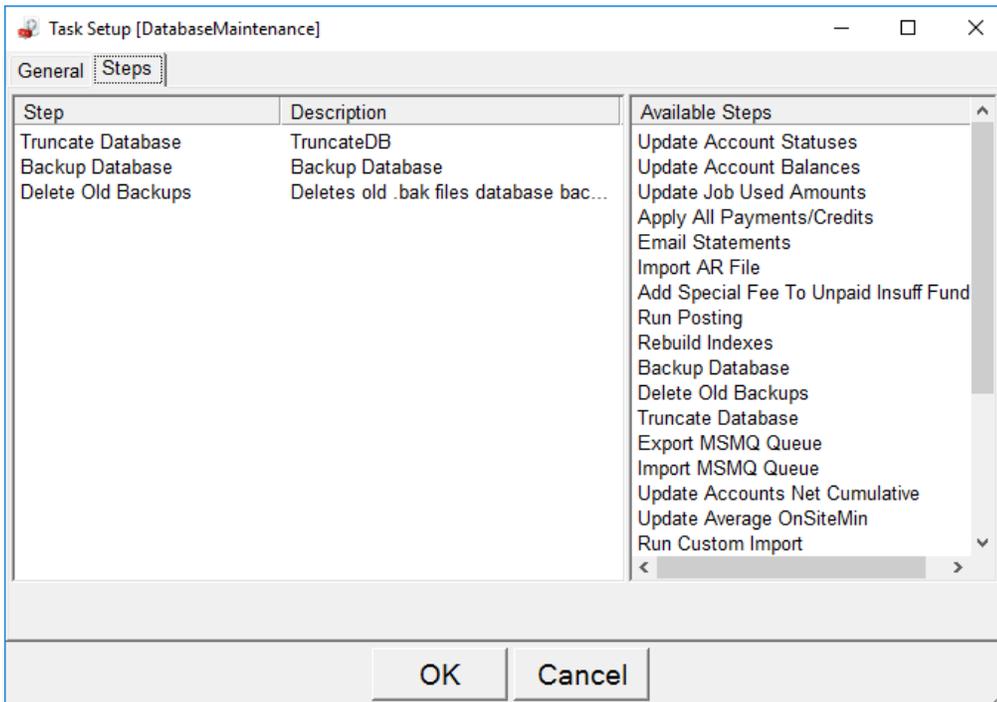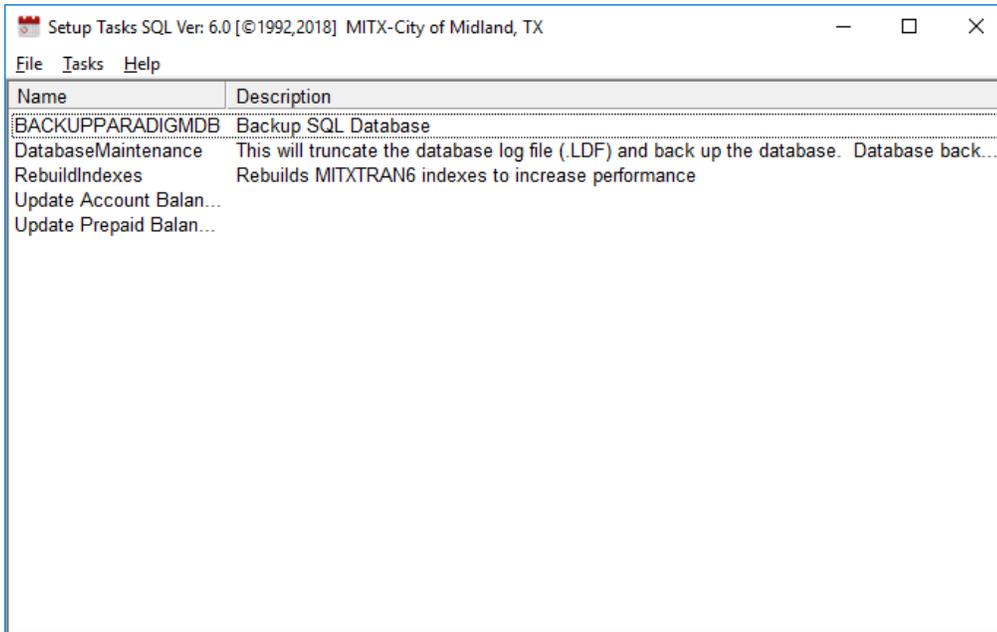
## 2.1.19    Insufficient Funds / Split Payment Module

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

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



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

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

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

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

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

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


## 2.1.20    Emailing Tickets

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


## 2.1.21    Alerts / Rules Module

The alerts / rules module allows the end user to set up an unlimited number of alert messages and/or business rules that will assist in the operation of the facility.  The alerts portion of the module can automatically send out email messages when business rules are met.  An example would be a radiation event occurs or a certain permitted tonnage has been met at a site and the site supervisor needs to be informed.  Administrators of CW6 can setup an unlimited number of validation rules or alerts.  Rules/Alerts can be based on one or more of the following criteria:

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

## 2.2 Additional Optional Modules/Features

The following Modules are available for an additional fee.

### 2.2.1 Video/Picture Module

This module allows for the WeighStation program to interface with a video recorder or IP Camera. Paradigm can integrate to a digital video recorder (DVR), Paradigm works with a vendor which stores the video digitally in a SQL database. Paradigm would then write from our SQL database directly to the video's SQL database which allows for any transaction information associated with the transaction to be searchable through the video. The DVR is custom built based on the needs and requirements for each client. By integrating to IP Camera's, we can store images of the vehicle within the database with the transaction.

## 2.2.2 WeighPay (Credit Card) Module

The WeighPay (Credit Card) Module allows sites to accept credit cards at any facility and store information pertaining to the credit card transaction right within the scale transaction. The module allows scale operator's to electronically process credit card transactions utilizing third-party PCI Complaint applications. Currently our integrations are with Elavon, Card Connect, Axia, Point & Pay, nmi and Moneris (using Tender Retail).

The following diagram depicts the Cardholder Data Environment.
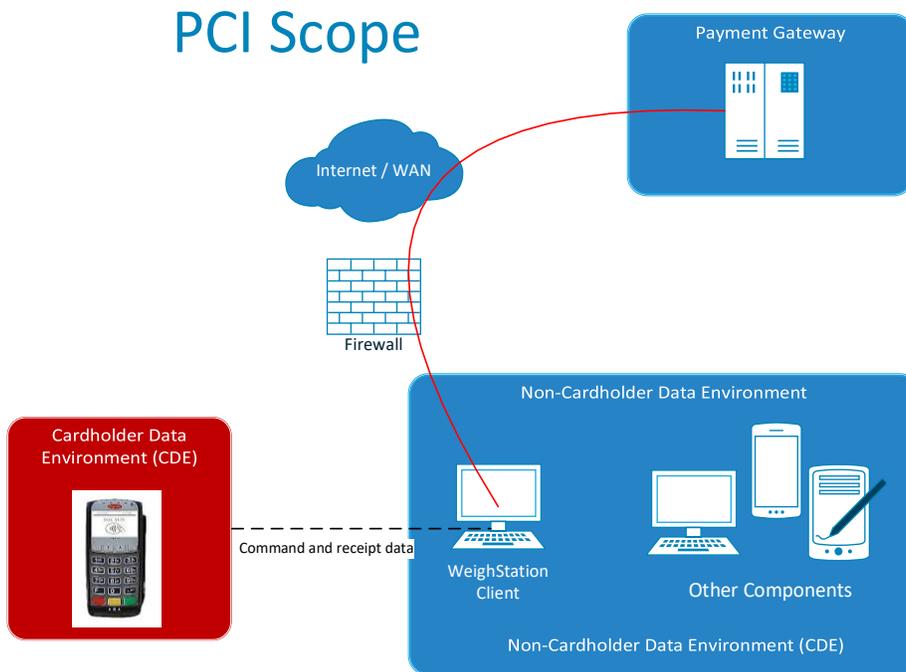
## 2.2.3 Cloud Backup

The Cloud Backup Module provides the client with the ability to backup their data to the Cloud. This service can be configured and scheduled within CW6. The data is maintained in cool storage on a Microsoft Azure server. Pricing for this service is based on several factors, including but not limited to, file size, number of stored files, frequency of storage, etc. This low-cost backup solution will offer our clients an additional off-site backup solution in case of a local disaster. Included with the service, Paradigm ensures the backup plan is running as designed and removing old, outdated copies on a regular basis.
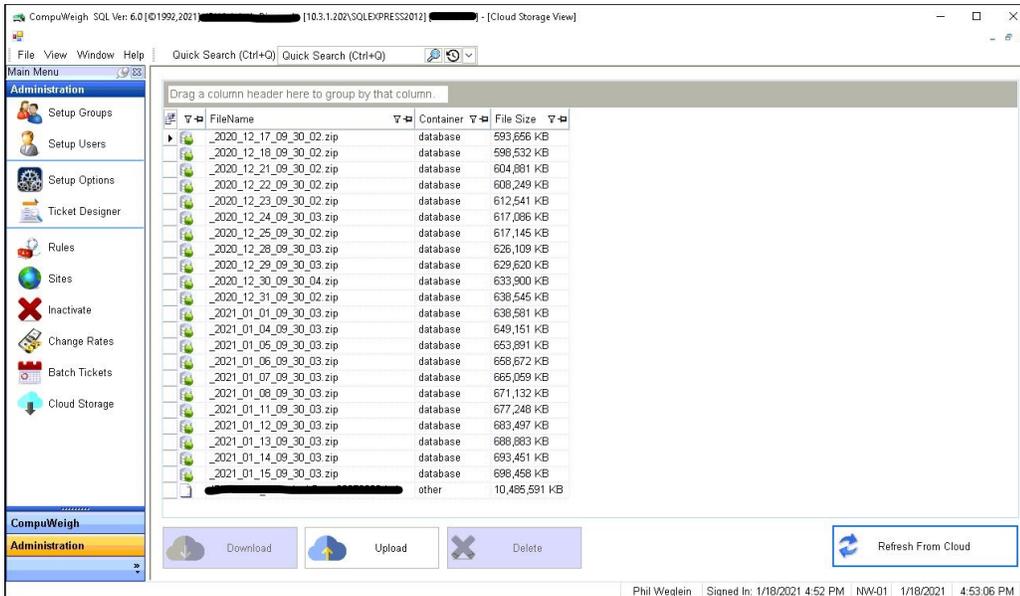


## 2.2.4 Jobs, Letter and Disposal Authorization Module

This optional module allows the client to setup specific jobs to track materials for agreed upon circumstances with accounts, provide a vehicle with a proximity card that permits them to dispose of material for a specific account or allows the client to issue a specified number of slips to an account for the disposal of material. For example, a Job could be an agreement with an account could be to bring in a specified amount of waste, number of trips, etc. and the solution will log this information with the transaction and control when to prevent additional transactions associated with this job.

**Sample Letter of Authorization screen**
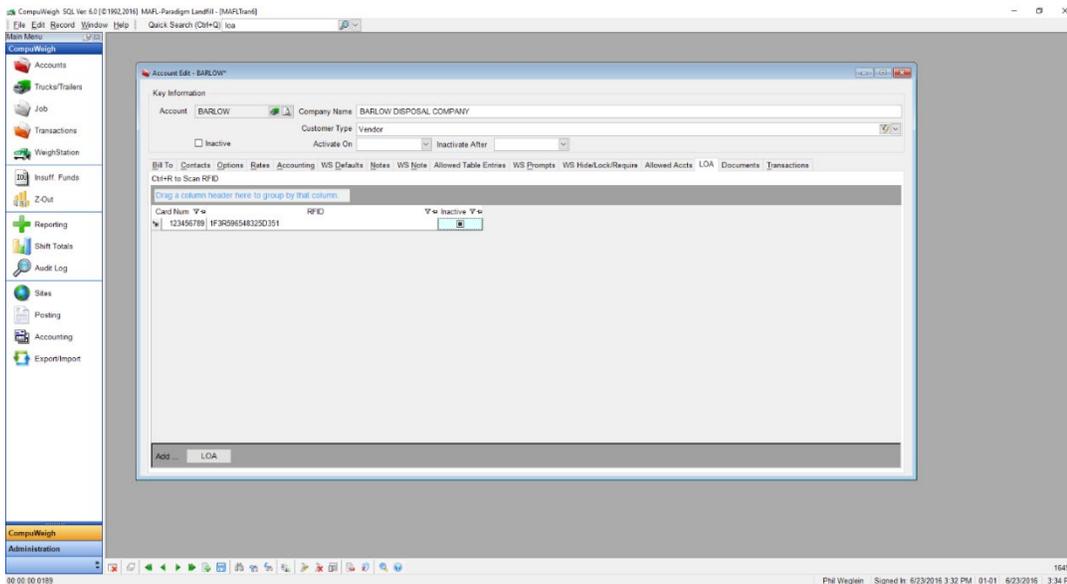
LOA Restrictions screen. Authorizations are by the card only and no other restrictions can be placed. If the customer has the proximity card, they can bill to the approving account for any material.

For the Disposal Authorization, once the number of slips issued has been reached, the account is no longer allowed to dispose under this arrangement.

- Authorization can be limited to
  - A total trip limit (number of times the authorized account can dump)
  - A daily trip limit (number of times the account can dump in a given day)
  - A total permitted net weight
  - One or many haulers
  - Any number of
    - Transaction Types
    - Materials
    - Destinations
    - Origins
    - Vehicle Types
    - Extra table fields (Customer Defined Fields)
  - A date range that the permit is allowed

The number of unique authorization slips to generate can be defined. More authorization slips can be generated by an administrator if additional slips are required in the future. A list of unique authorization slips and their status can be reviewed.

The following screen shows an example of a DAS with a barcode.

**District of Columbia**
**Department of Public Works**
**Dump Authorization Slip**

| | | | | |
|---|---|---|---|---|
| **Authorization Number:** | 001-727-629 | | **Slip No.:** | 00002-03223 |
| **Bill Acct/Name:** | Acct. 997 - Office of Contracting and Procurement | | **Start Date:** | November 1, 2014 |
| | | | **End Date:** | November 30, 2014 |

| | | | | |
|---|---|---|---|---|
| **Hauler Acct/Name 1:** | Collins Brothers | | **Load Restrictions:** | 1 |
| **Hauler Acct/Name 2:** | | | **Maximum Daily Loads:** | 0 |
| **Hauler Acct/Name 3:** | | | **Maximum Weight Allowed:** | 0 |
| **Material Code/Desc 1:** | Bulk | | **Allowed Sites:** | Fort Totten Solid Waste T.S. |
| **Material Code/Desc 2:** | | | | 4900 Bates Road NE |
| **Material Code/Desc 3:** | | | | Washington, DC 20011 |
| **Comments:** | | | | |

### 2.2.5  Signature Capture Module

The Signature Capture Module within the application will allow the software to prompt the user to obtain a signature based on certain pre-determined rules configured in the application.  This signature is stored with the transaction and is printed on the ticket (with capable printers).  The signature can be viewed or printed later right from within the application.  We work with several signature capture pads and can capture the signature on an approved touch screen device.


### 2.2.6  Unattended Operation Module

The solution supports integration with several peripheral devices to automate your scale lane.  A popular unattended terminal includes a thermal receipt printer; color LCD monitor (sunlight readable at 1550 nits), Keyboard/Keypad, Proximity Card Reader and intercom system.  The driver will pull onto the scale and the LCD will state "Waiting for Scan" (or other wording based on your requirements).  The driver will wave a proximity card in front of the proximity card reader and the solution can prompt for additional information from the driver (if required).  The driver will make the entry on the keyboard based on a list on the LCD.  Once all additional information has been entered, the solution will capture the vehicle weight.  If the vehicle has a stored tare weight, the solution will complete the transaction and print the driver a ticket.  If the transaction is not completed the driver will be required to return to an outbound scale and complete the transaction either from an unattended terminal or by a scale operator.  The solution can also integrate with RFPD Readers, gates and loops, lights, photo eyes, external display, radiation detectors, and more.  With our proven record throughout North America we believe we have the most integrated solution to meet your needs.  The LCD and keyboard can be replaced with a touch screen computer.  The RF Module within the application will allow the software to read RFPD tags from RF Readers.  These include Transcore, HID and other RFPD readers and tags.  By using RF technology, the client will improve processing time, reduce data entry errors and allow for the use of unattended and optional by-pass lane functionality.  Paradigm has successfully installed these solutions at several facilities.  Each of our unattended enclosures are custom built to meet your business requirements.  The picture below shows a customized enclosure that incorporates a color LCD, stainless steel keyboard, proximity card reader, magnetic ticket dispenser, credit card swipe, and thermal receipt printer with a 6" paper roll, intercom and a transaction start button.  This is not our standard enclosure, but it shows the flexibility of the application to meet our clients' business needs.

**Web Reporting and Payments Module**

This optional module allows for authorized customers of the facility to view read only transactional data via a Web Browser for their specific account. In addition, a new feature has just been added to allow the acceptance of Credit Card payments via this site.

The following screen shows a typical client login window.
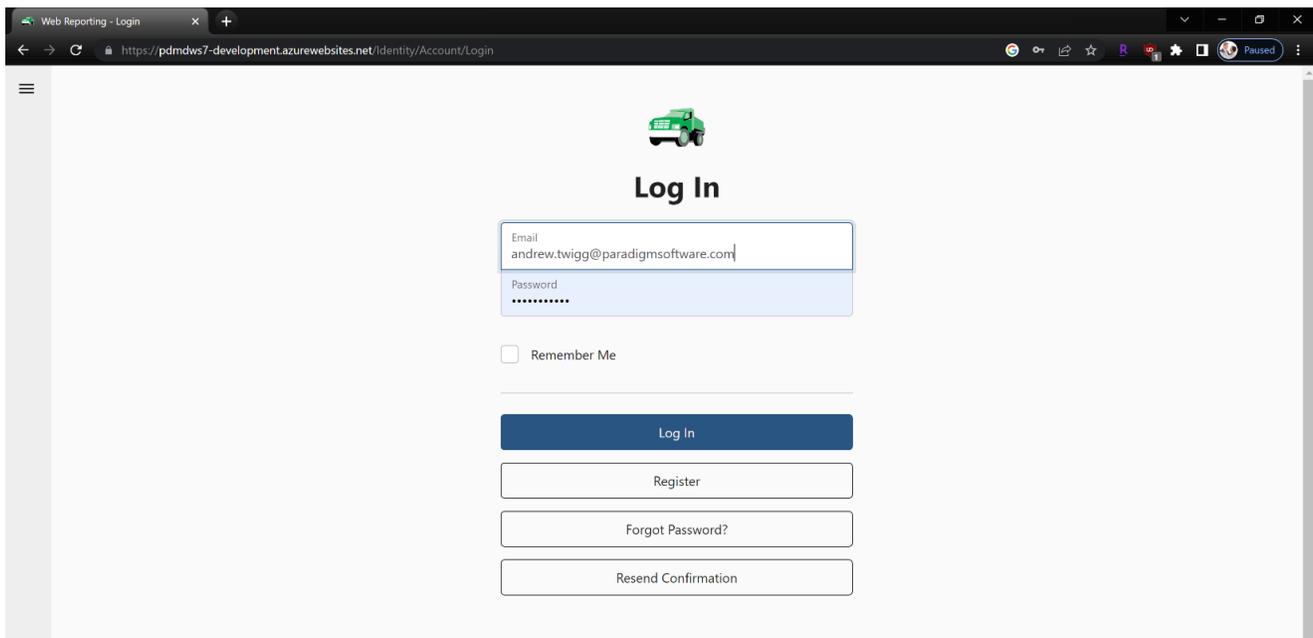


Once a user has successfully logged into the solution, they are presented with the available accounts in addition to the date range of the view they would like to see.

Paradigm Software, L.L.C.                                             Page 113
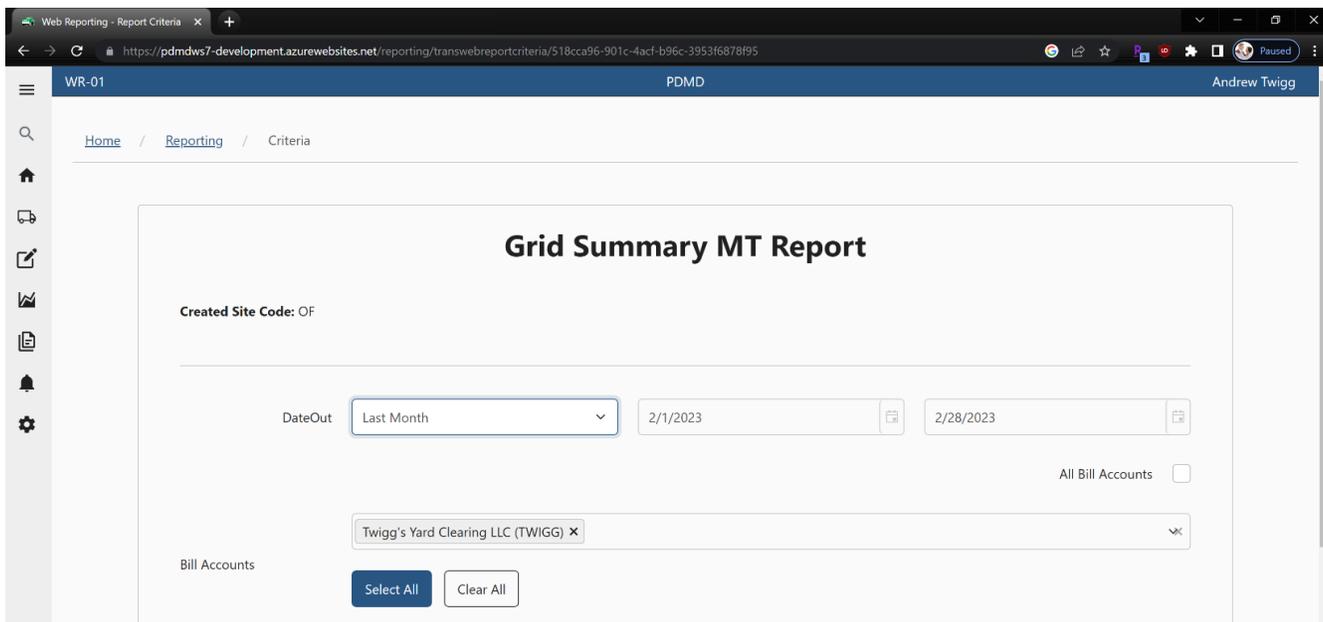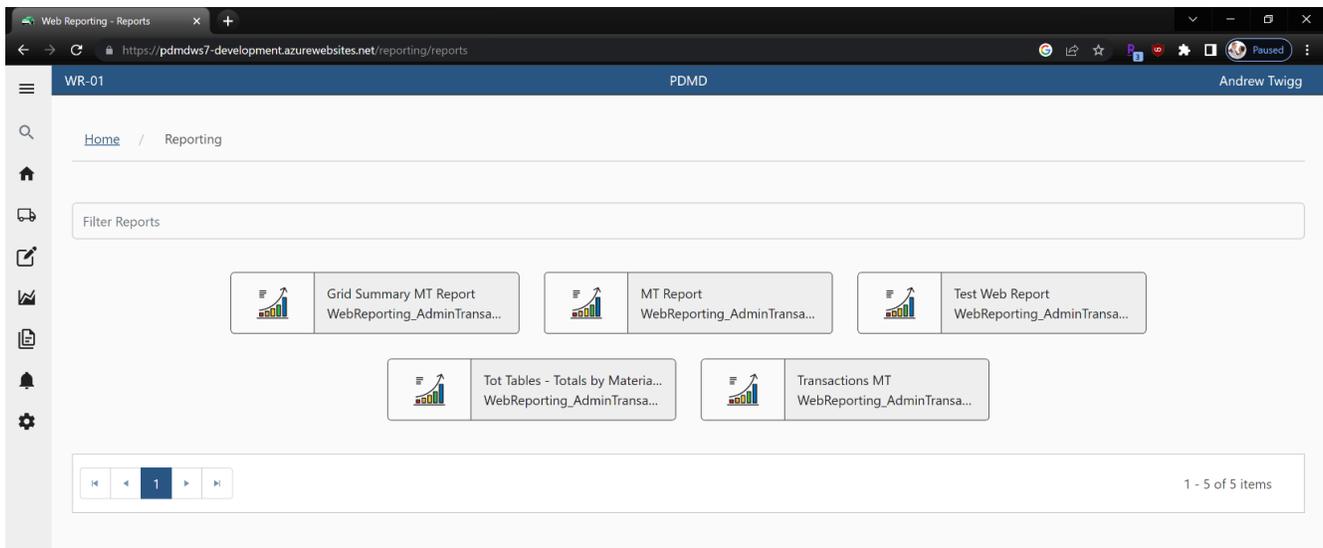
Once the user clicks on submit the following view is returned.

The user utilizing our Filter Builder can narrow down the results into a sub-set of the received data

### 2.2.7  Traffic Gate Module

Paradigm has experience in the control of traffic gates.  We have interfaced with gates and loop detectors to know when to open a gate based on certain criteria.  For example, if a client has a gate before and after the scale, the software interfaces with a loop detector prior to the entrance gate to identify that someone is or is not on the loop.  When a vehicle is detected on the loop the solution will check to see if there is a transaction in process or if the weight on the scale is below a certain threshold.  If there is a transaction in process or the scale has a weight above a threshold the solution will not open the gate until the scale weight has reached zero.  Once the weight hits zero, the gate will open to allow the driver to pull onto the scale.  The driver will complete their transaction (either in attended or unattended mode) and the solution will then open the exit gate.  Loop detectors after each gate will close the gate once it is safe to do so.

Paradigm has also controlled access gates to a site.  Based on the driver's access times, the solution will allow a driver to enter the facility after hours.  This will allow the client the ability to operate during non-business hours perhaps in an unattended mode utilizing our unattended enclosure.

### 2.2.8  Offenses Module

This optional module allows the user to track offenses that are reportable for your customer's. These offenses can be captured at the time of the transaction and then can be identified when this customer enters the facility in the future.
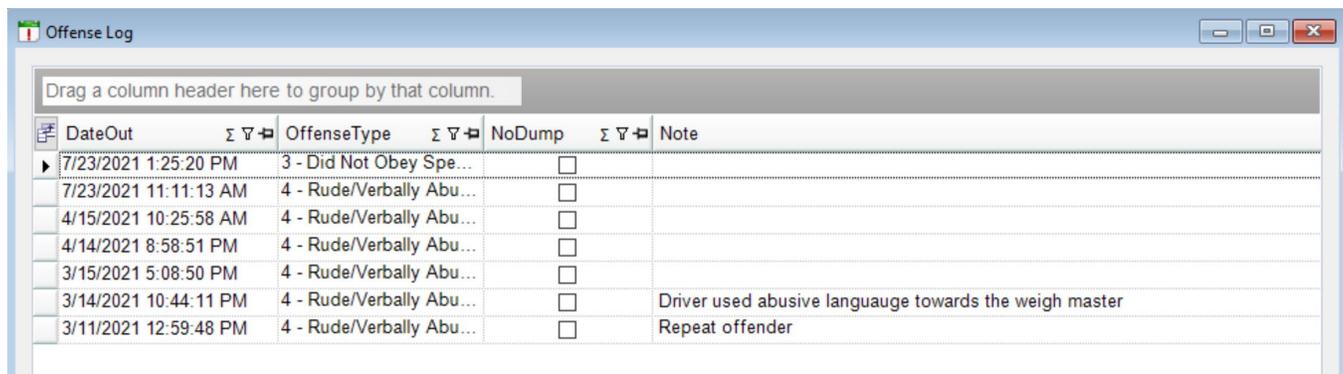


| DateOut | OffenseType | NoDump | Note |
|---|---|---|---|
| 7/23/2021 1:25:20 PM | 3 - Did Not Obey Spe... | ☐ | |
| 7/23/2021 11:11:13 AM | 4 - Rude/Verbally Abu... | ☐ | |
| 4/15/2021 10:25:58 AM | 4 - Rude/Verbally Abu... | ☐ | |
| 4/14/2021 8:58:51 PM | 4 - Rude/Verbally Abu... | ☐ | |
| 3/15/2021 5:08:50 PM | 4 - Rude/Verbally Abu... | ☐ | |
| 3/14/2021 10:44:11 PM | 4 - Rude/Verbally Abu... | ☐ | Driver used abusive languauge towards the weigh master |
| 3/11/2021 12:59:48 PM | 4 - Rude/Verbally Abu... | ☐ | Repeat offender |

### 2.2.9  Radiation Module

This module allows the integration (if client's radiation detectors are able) of the radiation detector and the WeighStation application.  If an event is triggered from the radiation detector, the WeighStation application can stop the transaction from being processed and the events can be logged in the database. Additional features can be added to email certain individuals upon the event (Alerts Module) and requiring supervisor approval to override the event.

### 2.2.10      Traffic Light Module

Paradigm has experience in the control of traffic lights.  We can configure our software to turn lights on/off based on where the client is during the transaction process.   Paradigm can control

traffic lights on the scale lane.  The solution can turn a light green or red based to initiate or complete a transaction.  We have implemented this process in a couple different ways based on our client's business requirements.

## 2.2.11      RF Module

The RF Module allows the solution to integrate to Radio Frequency hardware that will identify the vehicle as it pulls onto the scale.  This identification will retrieve the correct vehicle to start or complete a transaction depending on the direction.  This will assist the client in ensuring the transaction is processed for the correct vehicle/bill account and removes human error.  By using RF technology, the client will improve processing time, reduce data entry.  Paradigm has successfully installed these solutions at several facilities.

## 2.2.12        WeighPass Module

The WeighPass Module within the application will allow the software to control entry to or exit from the facility by use of by-pass lanes.  This application can allow access to certain vehicles during specified times of the day and also allow vehicles to exit through a lane to by-pass the scale (if all information had been captured to complete a transaction).  We utilize RF or barcode technology to identify the vehicle and compare the captured information to rules within the application.  These lanes are usually gated in order to prevent unauthorized entry or exit.  This module can prevent skip-outs or unauthorized entry into your facility.  We have clients who utilize this module to allow for afterhours access to a facility.

## 2.2.13        Driver's License Scanning Module

The optional Driver's License Scanning Module provides the client with an easy way to capture a person's information.  This can be handled through a barcode scanner, magnetic swipe card reader or optical character recognition (OCR) based on the client's desires and the format of the driver's license.  This information is captured by the application and stored with the transaction as desired by the client.

## 2.2.14        Custom Free Units Module

This optional module allows the solution the ability to permit certain clients to bring in materials at no or a reduced charge up to a certain allowed amount/limit.  Once that amount/limit has been reached, the client would then be charged the specified amount/limit for that material.

## 2.2.15        Inventory Module

The Inventory Module allows the client to track the quantity of commodities at various locations.  Inventory locations can be setup for an entire site or for a specified site section such as the SSRM Stockpile.  Inventory commodities can contain any number of materials.  The inventory reports can display the summarized commodity quantities assigned to each location for both current and past days.  They can also display a detailed breakdown of the commodities brought in since a specified day.

## 2.2.16        Folio Tracking Module

This optional module will be utilized to track client visits to the client's facilities.  The attached are screen shots for your consideration.  The main screen of the app will present the user with sign in fields to access the solution.  The user will also be able to select which site they are processing transactions for if the device is used for multiple facilities.  After the user has accessed the solution, they will see the main transaction processing screen.  The screen will also allow the user to select the size of the load and the number of tires they are disposing of at the facility. Based on the client's specifications, the size of the load is matched to a point system. The user will have the ability, if desired, to take a picture of the load for documentation purposes on the contents of the transaction.  The application has the ability, if desired, to capture the signature by the client signing the phone with their finger.  Once the transaction is complete, if desired, the solution can print a receipt on a Bluetooth or USB connected thermal receipt printer.

### 2.2.17        Scale Monitoring Module

The Scale Monitor Module is designed as an additional audit tool that can be utilized to ensure that all traffic that is going over the scale is being weighed and a ticket is being generated.  If a vehicle goes over the scale and exceeds the Weight Threshold, the Scale Monitor Module tracks that vehicle and makes sure a transaction is generated.  If a transaction is not created, a message is written to the log and a record is created in a Scale Log table with the associated rule that was violated.

Paradigm will show a diagram of the scale monitoring process that occurs within WeighStation in a demonstration.

In CW6, users with Reporting rights will be able to review any activity that went over the scale without creating an actual WeighStation transaction.


# 3.0   Scope of Services, Workplan, and Schedule

Paradigm understands that joint development of implementation, maintenance, training, and support plans will result in a successful installation.  With this Paradigm understands the necessary items from the Implementation and Support section as outlined in the RFP and have also submitted a conceptual implementation plan in our response.  Paradigm and the client will work together to develop final plans upon award.  Paradigm recommends implementing the software first and then adding any unattended operations.  This approach will provide the staff time to acclimate to the software and then add the additional features.


## *3.1  Conceptual Implementation Plan Requirements*

Paradigm will be involved in all steps of the implementation from project award, to go-live and post go-live.  We are a phone call away for any urgent issues and will respond promptly. The normal service time is immediate for phone calls with the outside time of less than 30 minutes. After-hours service is immediate for phone calls with the outside time of less than 30 minutes. The design of our afterhours support always allows for a specialist to be available with additional support staff available to assist in the remote chance that two clients call in for support at the same time.  Paradigm understands the requirements of the RFP for the client's facilities.

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

CW6 is a highly customizable software package that has the flexibility to be configured to conform to the policies and practices of each client.  After contract award, Paradigm will work with the client to complete a facility survey document that will serve as a project implementation plan and will describe all pertinent business practice information of the client.  This document will serve as the guide for configuring CW6 software.  This is a great opportunity for our clients to look at their current business practices and get advice on potential improvements to their approach.  A Paradigm assigned implementation specialist will setup and configure all data files before arriving on site.  This will allow the specialist to concentrate on software installation and testing, training, and solution fine-tuning during their time on-site.  The time on-site is designed

to get the staff proficient in the use of the software and begin the process of transitioning from the old to the new software.  Paradigm has read the RFP regarding a plan of action for the implementation of our product.  We feel that the project plan listed in this section is a great starting point and agree that a mutually agreed upon plan will be developed by the client and Paradigm.

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

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

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


## 3.2  Project Management Work Breakdown Structure

The time frame to implement the proposed solution will depend on several factors as mentioned in the scope of work and based on the method in which the client would like to implement the solution.  CW6 has an all-inclusive executable; therefore, all software will be installed with a single installation.  **This is an example of an Implementation Plan**.  Paradigm will work with the client to develop a final document.

| WBS | Task Name | Duration | Start | Finish | Predecessor |
|---|---|---|---|---|---|
| 0 | **CW6 Implementation** | 103.25 days | 4/1/2022 | 8/24/2022 | |
| 1 | **Project Initiation** | **37 days** | 4/1/2022 | 5/24/2022 | |
| 1.1 | Project Start | 1 day | 4/1/2022 | 4/4/2022 | |
| 1.2 | Introduction Email from VP of Implementation | 1 day | 4/4/2022 | 4/5/2022 | 2 |
| 1.3 | Programmer to Search for MJSK Specific CW5 Code [Milestone #4] | 1 day | 4/5/2022 | 4/6/2022 | 3 |
| 1.4 | Review Contract documents | 1 day | 4/6/2022 | 4/7/2022 | 4 |
| 1.5 | Knowledge Transfer From BD to Implementation [Milestone #1] | 1 day | 4/7/2022 | 4/8/2022 | 5 |
| 1.6 | Introduction Email, requesting kickoff meeting | 1 day | 4/8/2022 | 4/11/2022 | 6 |
| 1.7 | Kickoff Meeting [Milestone #2] | 1 day | 4/11/2022 | 4/12/2022 | 7 |
| 1.8 | Lane Design and Hardware Layout Review | 1 day | 4/12/2022 | 4/13/2022 | 8 |
| 1.9 | Order Hardware [Milestone #3] | 30 days | 4/8/2022 | 5/20/2022 | 6 |
| 1.1 | MJSK to provide remote access | 1 day | 5/20/2022 | 5/23/2022 | 10 |
| 1.11 | MJSK to complete Facility Survey | 1 day | 4/11/2022 | 4/12/2022 | 7 |
| 1.12 | Facility Survey Review [Milestone #5] | 1 day | 4/12/2022 | 4/13/2022 | 12 |
| 1.13 | Visio Diagram/Documentation [Milestone #6] | 1 day | 4/13/2022 | 4/14/2022 | 13 |
| 1.14 | MJSK to provide mapping specs for conversion of data | 1 day | 4/12/2022 | 4/13/2022 | 12 |
| 1.15 | Development of data conversion mapping | 1 day | 4/13/2022 | 4/14/2022 | 15 |
| 1.16 | Collect Data (Develop Specifications for Development) [Milestone #7] | 1 day | 5/23/2022 | 5/24/2022 | 11 |
| 1.17 | Review Conversion INI Tool Results [Milestone #9] | 1 day | 4/14/2022 | 4/15/2022 | 16 |
| 1.18 | Create Version 6 Database and Folder Structure [Milestone #8] | 1 day | 4/15/2022 | 4/18/2022 | 18 |
| 1.19 | Ticket Design [Milestone #18] | 1 day | 4/18/2022 | 4/19/2022 | 19 |
| 1.2 | Reports [Milestone #21,#22,#23] | 1 day | 4/18/2022 | 4/19/2022 | 19 |
| 1.21 | Copy Customer folder to R: | 1 day | 4/19/2022 | 4/20/2022 | 21 |
| 1.22 | Initial Data Load of Setup Tables - Partial Historical Data Conversion [Milestone #10] | 1 day | 4/18/2022 | 4/19/2022 | 15,19 |
| 1.23 | Transaction Scenario Guide [Milestone #13] | 1 day | 4/19/2022 | 4/20/2022 | 23 |
| 1.24 | Provide Testing Documentation | 1 day | 4/20/2022 | 4/21/2022 | 24 |
| 2 | **Testing** | **29 days** | 4/19/2022 | 5/30/2022 | |
| 2.1 | Assemble and Configure Hardware [Milestone #16] | 1 day | 5/20/2022 | 5/23/2022 | 10 |
| 2.2 | Deliver Initial (Dev) Environment | 3 days | 4/19/2022 | 4/22/2022 | 23 |
| 2.2.1 | Core Installation of Dev Environment [Milestone #11] | 1 day | 4/19/2022 | 4/20/2022 | 23 |
| 2.2.2 | AR and Aging/Posting [Milestone #24] | 1 day | 4/20/2022 | 4/21/2022 | 29 |
| 2.2.3 | WeighPay Configuration Install [Milestone #20] | 1 day | 4/21/2022 | 4/22/2022 | 30 |

| 2.3 | Remote Training Project Team [Milestone #15] | 1.25 days | 4/22/2022 | 4/25/2022 | |
|---|---|---|---|---|---|
| 2.3.1 | Remote WeighStation Training | 2 hrs | 4/22/2022 | 4/22/2022 | 28 |
| 2.3.2 | Remote CompuWeigh Training | 2 hrs | 4/22/2022 | 4/22/2022 | 33 |
| 2.3.3 | Remote Reporting Training | 2 hrs | 4/22/2022 | 4/22/2022 | 34 |
| 2.3.4 | Remote Actg Training | 2 hrs | 4/22/2022 | 4/25/2022 | 35 |
| 2.3.5 | Remote Admin/IT Training | 2 hrs | 4/25/2022 | 4/25/2022 | 36 |
| 2.4 | MJSK to test/evaluate the dev environment | 10 days | 4/25/2022 | 5/9/2022 | 32 |
| 2.5 | MJSK Approval of Development Environment | 1 day | 5/9/2022 | 5/10/2022 | 38 |
| 2.6 | Ship Hardware | 5 days | 5/23/2022 | 5/30/2022 | 27 |
| 3 | **Prepare for Go Live** | **19 days** | 5/10/2022 | 6/6/2022 | |
| 3.1 | Implementation Work Plan [Milestone #26] | 1 day | 5/10/2022 | 5/11/2022 | 39 |
| 3.2 | MJSK Approval of Workplan | 1 day | 5/11/2022 | 5/12/2022 | 42 |
| 3.3 | **Deliver Prod Environment** | **1 day** | 5/10/2022 | 5/11/2022 | |
| 3.3.1 | Core Installation of Prod Environment [Milestone #12] | 1 day | 5/10/2022 | 5/11/2022 | 39 |
| 3.3.1.1 | MSMQ Configuration [Milestone #17] | 1 day | 5/10/2022 | 5/11/2022 | |
| 3.3.1.2 | E-mail Configuration [Milestone #19] | 1 day | 5/10/2022 | 5/11/2022 | |
| 3.3.1.3 | Batch Report Creation | 1 day | 5/10/2022 | 5/11/2022 | |
| 3.3.1.4 | Configure Hardware | 1 day | 5/10/2022 | 5/11/2022 | |
| 3.3.1.5 | Database Maintenance Task [Milestone #27] | 1 day | 5/10/2022 | 5/11/2022 | |
| 3.4 | Book Travel for Training Trip/Update Implementation Schedule [Milestone #25] | 1 day | 5/12/2022 | 5/13/2022 | 43 |
| 3.5 | **On Site Training** | **5 days** | 5/27/2022 | 6/3/2022 | 51 |
| 3.5.1 | WeighStation Training | 1 day | 5/27/2022 | 5/30/2022 | 51FS+10 days |
| 3.5.2 | CompuWeigh Training | 1 day | 5/30/2022 | 5/31/2022 | 53 |
| 3.5.3 | Reporting Training | 1 day | 5/31/2022 | 6/1/2022 | 54 |
| 3.5.4 | Actg Training | 1 day | 6/1/2022 | 6/2/2022 | 55 |
| 3.5.5 | Admin/IT Training | 1 day | 6/2/2022 | 6/3/2022 | 56 |
| 3.6 | Book Travel for Go Live Trip/Update Implementation Schedule | 1 day | 6/3/2022 | 6/6/2022 | 52,40 |
| 4 | **Go Live** | **6 days** | 6/20/2022 | 6/28/2022 | |
| 4.1 | Go Live Prep and Final Steps Prior to Go Live [Milestone #28] | 1 day | 6/20/2022 | 6/21/2022 | 58FS+10 days |
| 4.2 | Go Live [Milestone #29] | 5 days | 6/21/2022 | 6/28/2022 | 60 |
| 4.3 | Final Historical Transaction Data Conversion (Milestone #30] | 1 day | 6/23/2022 | 6/24/2022 | 61SS+2 days |
| 5 | **Project Closeout** | **41 days** | 6/28/2022 | 8/24/2022 | |
| 5.1 | POST Installation Checklist [Milestone #31] | 1 day | 6/28/2022 | 6/29/2022 | 61 |
| 5.2 | Knowledge Transfer from Install to Support [Milestone #32] | 1 day | 6/29/2022 | 6/30/2022 | 64 |

| 5.3 | Install Manager Post Go Live Follow Up [Milestone #33] | 1 day | 8/9/2022 | 8/10/2022 | 61FS+30 days |
|-----|------|------|------|------|------|
| 5.4 | Introduction to Support Department [Milestone #34] | 1 day | 6/30/2022 | 7/1/2022 | 65 |
| 5.5 | Business Development Follow Up [Milestone #34] | 1 day | 8/23/2022 | 8/24/2022 | 61FS+40 days |

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


## 3.3  Client Responsibilities

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

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

While on-site the client participation necessary would be as follows:

- A designated project manager(s) for assistance with staff coordination and client contacts.
- A network administrator for configuration, troubleshooting, modifying the communication network.
- End Users for classroom and hands on training.
- Solution acceptance tester to verify the readiness of the solution.
- Work area for Paradigm personnel to work when on-site.

**Testing / Development**
**Test / Development Environments**
Paradigm highly recommends that the client setup a test environment that closely matches the production environment as much as possible.  A test application/SQL server would be setup and as many client machines as necessary would be configured with the software to be used for the following functions:

Prior to Go Live, the Test Environment would be used for:
- Testing of initial product delivered
- Training for the various programs and modules used by the client, as well as end user, administrative and IT training

- Testing of any updates installed prior to Go Live involving bug fixes, solution enhancements, or solution upgrades

Once the client is Live, the Test Environment would be used for:
- Training for any new users
- Refresher training for existing users
- Testing of any new updates prior to installing into production environment

**Solution Testing**

Paradigm's approach to solution testing involves thoroughly reviewing the facility survey and working with client staff to ensure every transaction scenario that crosses the scale is setup and handled properly in the solution prior to training.

During training, Paradigm trainers will go over each unique scenario and ask the scale house operators to practice processing each of those scenarios. When possible, using a stack of tickets from the non-Paradigm system to enter into WeighStation helps operators to relate the process to the new solution and helps test the new solution to ensure information is storing and displaying properly and that fees are calculating correctly. During initial training though, we are more concerned with getting users familiarized with the process.

Paradigm recommends a parallel configuration to perform full solution testing and can work with the client to determine the location and duration of the parallel testing. At a minimum, Paradigm typically recommends doing one or more days of full parallel testing, including processing all transactions for the day and running as many reports as possible on that day to be able to compare tonnages and fees within all aspects of the solution. If reports do not match and one or more specific tickets did not duplicate correctly from prior system, either due to user error or a solution bug/configuration issue, we can void the incorrect tickets, re-enter those tickets, and re-run the reports to ensure tonnages and dollar values match. At that point, testing can be accepted, but the client and Paradigm can always discuss if additional parallel testing is needed to ensure client and Paradigm are confident with the solution.

**Test Planning**

The testing strategy is to train each user how to perform all of their daily processes, whether that be transaction processing for a scale house operator, truck or account management in the office, or debit memos/credit memos for an accountant. The test plan will involve various unit and parallel testing measures to ensure all processes can be successfully and accurately performed in the new solution. Paradigm and the client will unit test each module purchased by the client, further broken down by specific processes within certain modules or applications, again to ensure that each end user can perform all existing and new functionality that is required. Unit testing areas include:
- WeighStation
  - Processing Transactions
  - Reports
  - Z-Out and End of Day Processes
  - Administrative Duties
- CompuWeigh
  - Account Edit

- Truck Edit
- Transaction Edit
- Reporting
- Posting
- Modules
  - A/R and Aging Module
    - Posting
    - Invoices
    - Debit Memos
    - Credit Memos
    - Finance Charges
    - Payments
    - Aging
    - Administrative Duties
  - Unattended Module
  - Message Queuing Module

## 3.4  Minimum/Recommended Solution Requirements

The CW6 solution's hardware requirements are generally very low. Supporting applications, such as MS SQL Server require much more robust system specifications. These specifications assume that other supporting applications are installed locally. **NOTE: Minimum System Requirements are based on typical customer configurations and usage. Requirements will vary based on actual configuration and usage. * With applicable Service Packs while under Microsoft Support.**

**Base Requirements**

| Hardware/Software | Recommended Minimum | Preferred (or higher) |
|---|---|---|
| Crystal Runtime | 13.0.5 | 13.0.5 |
| .NET Framework | 4.8 | 4.8+ |
| MSMQ | Required | Required |

**Requirements for Office Server**

| Requirement | Recommended Minimum | Preferred (or higher) |
|---|---|---|
| CPU | Dual-Core Processor 2.0 GHz | Quad-Core Processor 2.4GHz |
| Memory | 8 GB RAM | 16 GB RAM |
| Hard Drive | 250 GB | 500 GB SSD |
| Operating System | Windows Server 2012 R2* | Windows Server 2019 |
| SQL Server | SQL Server 2016 | SQL Server 2019 |

**Requirements for Site Server**

| Requirement | Recommended Minimum | Preferred (or higher) |
|---|---|---|

| | | |
|---|---|---|
| CPU | Dual-Core Processor 2.0 GHz | Quad-Core Processor 2.4GHz |
| Memory | 8 GB RAM | 16 GB RAM |
| Hard Drive | 250 GB | 500 GB |
| Operating System | Windows Server 2012 R2* | Windows Server 2019 |
| SQL Server | SQL Express 2016 | SQL Express 2019 |

**Requirements for Client**

| Requirement | Recommended Minimum | Preferred (or higher) |
|---|---|---|
| CPU | Dual-Core Processor 2.0 GHz | Quad-Core Processor 2.4 GHz |
| Memory | 4 GB RAM | 8 GB RAM |
| Hard Drive | 160 GB | 250 GB |
| Operating System | Windows 10 Pro (x64) | Windows 10 Pro (x64) |
| Microsoft Office | Office 2016 | Office 365 |

**SQL Versioning**

For the main SQL database instance, Paradigm recommends a full version of SQL. For site(s) local databases, Express versions of SQL may be sufficient.

**File Permissions**

| PD6 Sub-Folder Name | Minimum Permission |
|---|---|
| Backup | Read |
| Customers | Read, Write, Modify |
| Data | Read |
| EXE | Read |
| Help | Read |
| Install | Read |

For the typical end-user, rights to the PD6 sub-folders should be set as shown at a minimum. These permissions are not sufficient to install an update to the CW6 solution. Full Control of the entire PD6 directory is required to update the CW6 solution. Full control should be granted to administrators.

**Firewall Exceptions**

| Component | Protocol | Port |
|---|---|---|
| Microsoft SQL Server | TCP | 1433 |
| Microsoft SQL Server Browser | UDP | 1434 |
| Microsoft Message Queuing | TCP | 1801 |
| *paradigmsoftware.com | TCP | 443 |
| Cloud File Storage | | *.core.windows.net |

| | | |
|---|---|---|
| Web Reporting | | *.weighstation.com |
| Payment Gateway | | Gateway dependent |
| Perle | | Configurable (Default 10001-1000x) |
| OPTO | | 2001 |
| Relay Module | | Variable |
| Scale | | Variable |
| Device Server | | Configurable (Default 20001) |
| DVR | | Variable |
| Signboard | | Variable |

| Component |
|---|
| CompuWeigh (CW6) |

**Note:  Firewall exceptions must be made for MS SQL Server, MS Message Queuing, and CW6. These exceptions are required on the server(s).**

## 3.5  Technical and Administrative Solutions Support

### 3.5.1  Support

As per the requirements of the RFP, Paradigm has provided a detailed description of our support.  Paradigm provides support in the daily use of the application, bug fixes and new releases of the application within version.  Paradigm has also worked directly with clients to tailor a support Agreement that is specific to the requirements for that client.  For example, we have a client that modified their Agreement to include an on-site visit each month to provide additional training, run updates, provide maintenance on the software and on unattended enclosures.  The client and Paradigm work closely to develop an agenda for the site visit each month.  In another instance, Paradigm provides a quarterly visit to the client's site to handle items like the monthly visit listed above.  Paradigm has included a copy of our Standard Support Services Agreement in Section 5.1.8 – Paradigm's Sample Agreements of our Response.  The Annual Support Cost which includes the daily use of the application, bug fixes and new releases of the application within version.  Additional Support options can be negotiated upon request as mentioned above.

Paradigm offers our clients a comprehensive support program through our Standard Support Services Agreement. Our member support team is available from 7:00 a.m. to 7:00 p.m. Eastern Time, Monday through Friday, except holidays (which are currently New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).  Average response time during business hours is immediate and after hours' is typically immediate, however, up to one hour for extreme circumstances.  After hours' support is available for emergencies at no additional charge.  Support can be reached by dialing (410) 329-1300.  After hours, the message will instruct our clients to the extension of our specialist cellular phone.  Paradigm offers the same level of support to all our clients and provide the same service and support attention to all clients alike.  All clients of Paradigm are important and receive fair and equal treatment. Enhancements, updates, upgrades, and fixes are delivered through email, from our ftp site or via the mail on CD.  Paradigm is continually making improvements to our software and a new update is usually available on a weekly basis.  Clients can obtain these updates at any time via any of the above means.  Any and all issues for support of the software are to be

reported to Paradigm via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email [support@paradigmsoftware.com](support@paradigmsoftware.com) with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. Paradigm is constantly improving our support call tracking workflow to continue to provide outstanding support and service to our clients. We have implemented our new and improved website which includes a knowledge base, ftp site for updates, etc. We can utilize Remote Desktop applications such as LogMeIn Rescue, TeamViewer, VPN, etc. to provide efficient remote access technical support for our clients. Paradigm support staff maintains every support issue in an internal support tracking system. This allows for reporting and timely resolution tracking on per specialist and per client basis. Paradigm typically does not have outstanding bug fix issues. If a bug is reported it is usually fixed on the same day it is identified. Most outstanding items are client specific based on business rules for a specific site or a hardware/network failure. On-site support is available if remote support is unable to resolved. 99.99% of all reported issues have been resolved remotely.

We have included our SLA in our sample agreement. We do not have any credit, chargeback components to our SLA.

Paradigm offers a variety of methods for support. We offer phone, email and website submittal support). All support inquiries are tracked in our CRM system and available to the client for review online. We have included an example of our web support functionality on the following pages where you can track the status of your open requests. All software and hardware provided by Paradigm are included in the support of the solution and in the Agreement.

### 3.5.2  Remote Support

Paradigm works with our clients to provide remote support that meets the client's requirements. We have used VPN's, remote desktop, LogMeIn123Rescue and a variety of other options based on client requirements. By having remote access to the solution will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.

### 3.5.3  Client Web Portal

Paradigm has implemented our new website that offers our clients the ability to track their open issues, access to our knowledgebase and other options right from our website. Paradigm has implemented our new website that offers our clients the ability to track their open issues and other options right from our website.

## Client Login Screen



## Self-Registration Screen



## Client Dashboard

| This is a view of open tickets with our support team for an individual client. Data selection and entry tools using controls built for a purpose allow for quick, easy and accurate information. |  |
|---|---|

### 3.5.4 Disaster Recovery Plan

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

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

### 3.5.5 Paradigm's Sample Agreement

Paradigm is providing a copy of our standard agreement on the following pages for your review and agree that a mutually negotiated Agreement will be developed by both parties.  This is only a **SAMPLE** Agreement and in no way, should be considered final or as an exception to any portion of the RFP.  The Agreement covers Standard Support Services and Licensing, System Implementation, Scope of Work, Purchase Price, Payment Schedule, Service Levels, Escrow Agreement and Optional Credit Card Processing and Other required Agreement Addendums. Upon request, Paradigm will provide this Agreement in a Microsoft Word electronic format with track changes turned on for ease of negotiation.

EXHIBIT I

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

*Paradigm Software, L.L.C.*® ("Contractor") agrees to sell and provide, and the City agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by Contractor to City in accordance with the terms and conditions of the Contract between the City and Contractor, along with the Contract exhibits, including this Platinum Support Services and Licensing Agreement ("Licensing Agreement").

Contractor agrees to grant to the City a license to use the software, to deliver, and install the Software, and to sell, deliver, and install for City to use the software in accordance with the terms and conditions of the Contract, including this Licensing Agreement.

This Licensing Agreement and the relationship between Contractor and City are governed by the Terms and Conditions of the Contract, and its exhibits, including this Licensing Agreement and each of the Addenda and Exhibits to this Agreement, each of which is adopted and incorporated into the Contract by reference.

1.  CHARGES, FEES, AND PAYMENT.  City shall pay the charges and annual fee for Platinum Support Services as specified in the Agreement. The annual fee is payable annually in advance prior to the first day of the renewal term.  For all charges and fees, City will pay a late charge of one and one-half percent (1 1/2%) of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later.  If Contractor provides services not agreed to in the Contract or its exhibits, including this Licensing Agreement, City will be charged and agrees to pay for additional services at Contractor's then-applicable rates if City agreed in advance to Contractor performing the additional services.   Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and City agrees to pay any such tax Contractor may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder.  Exemption from such taxes, if any, shall be the responsibility of City to pursue.

2.  CITY RESPONSIBILITIES.  City agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to City hereunder and to provide, install and maintain, at no cost to Contractor, for the duration of the Contract, an adequate connection for remote support approved by Contractor.  City shall allow Contractor access to the Software via this connection for the purpose of providing Platinum Support Services.  Administrative access to the Software will be required for implementation, and during the Support and Services period.  The Software will be required to have specific access to "*.paradigmsoftware.com" and TCP port 443. To effectively troubleshoot any issues that may occur with City's system, Contractor requires access to logs and other relevant troubleshooting resources. These resources are necessary for Contractor to identify the root cause of the problem and develop an appropriate solution.

3.  COVERAGE. The Software eligible for Platinum Support Services (as defined below) are *WeighStation*® CW6 as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to City from time to time under warranty (the "Software").  Support Services will be provided exclusively for the City's currently supported

version of Software, running on the operating system version approved by Contractor. The supported version refers to any build released by Contractor within the past 24 months. The City agrees to remain current (within the last 24 months) by either installing the latest build of the Software as provided by Contractor or engaging with Contractor to install the latest build for the City.

4.   PLATINUM SUPPORT SERVICES. During the term of this Agreement, Paradigm will provide to Client its Platinum Support Services described in this paragraph (the "Platinum Support Services"). Subject to the license granted to Client 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 Client by Paradigm describing the use of the Software (the "Documentation"). Such Platinum Support Services will be promptly provided after Client has identified and notified Paradigm of any such error in accordance with Paradigm's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B.   Platinum Support does not include the re-installation of the Software or the running of updates to the Software on the Client's workstations, servers, or other hardware. The re-installation of the Software or running of updates to the Software on the Client's workstations, servers or other hardware will be billed at Paradigm's then-applicable rates, and in accordance with Addendum B. Paradigm will also provide reasonable telephone consultation in the use and operation of the Software 24 hours a day, seven (7) days a week, except company holidays ("Business Hours"). Client's calls into Paradigm's Support and Services line will receive priority placement in the queue.   In addition, if Paradigm elects to include them under its Platinum Support Services program and does not market them separately to Platinum Support Services clients generally, Paradigm will deliver updates of the Software to Client from time to time, without any charge other than as specified on Exhibit 1 to Addendum A attached hereto. Clients will receive up to two (2) hours of solution tuning quarterly. Solution tuning is defined as time spent with Paradigm staff to discuss the client's configuration and recommend modifications to better the client's operation.

5.   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 Licensing Agreement, and all copies thereof, shall be and remain the sole and exclusive property of Contractor and shall be available for use by City under and subject to the license granted in this Licensing Agreement and Addendum A hereto.  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 City by virtue of any portion of this Licensing Agreement.

6.   TERMINATION.  Contractor may terminate the Contract upon City's failure to pay undisputed fees and charges, provided Contractor has given City thirty (30) days prior written notice of the failure, and City has failed to cure such failure within such time.  Upon termination, the City shall cease using the Software and shall return to Contractor, or, at Contractor's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Contractor.  Upon termination, the obligations of City and Contractor set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination.

Paradigm's rights of repossession may be enforced by Software disablement. City may terminate its obligations under this Contract at any time, with or without cause, upon providing thirty (30) days' written notice to Contractor.

7.  CONFIDENTIAL INFORMATION. City and Contractor recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and proprietary information ("Confidential Information"). Both City and Contractor agree to identify any Confidential Information as follows: if written, with a written legend on the document that says "Confidential;" or if verbal, by identifying the information as confidential when disclosed, and then sending the recipient a written confirmation of that confidential status within fifteen (15) days after disclosure. A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than its employees, attorneys, independent contractors, consultants, and agents who need to know the Confidential Information for the purposes of the Contract, except as disclosure may be required by law (e.g., the California Public Records Act, Court Order). City and Contractor shall use all Confidential Information received by it solely in connection with the Contract. City and Contractor shall safeguard all Confidential Information received by it using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.

8.  NO WARRANTIES. CITY ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY CONTRACTOR WITH RESPECT TO PLATINUM SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER.

9.  LIMITATION OF LIABILITY. CONTRACTOR SHALL MAINTAIN GENERAL LIABILITY INSURANCE. NEITHER CONTRACTOR NOR THE CITY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WITH THE EXCEPTION OF GROSS NEGLIGENCE AND WILFUL MISCONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR PLATINUM SUPPORT SERVICES DURING THE TWO (2) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR SOFTWARE LICENSE FEES.

10. ASSIGNMENT. The Contract, including this Licensing Agreement, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. City may not assign, sell or otherwise transfer the Contract nor any of the rights hereunder without the prior, express written consent of Contractor.

11.    ESCROW.

14.1    <u>Escrow Agent</u>.    Safe Secure Escrow, LLC (the "Escrow Agent") has entered into an Agreement with Contractor and accepted and currently holds on deposit a single copy of the source code for the *WeighStation*® CW6 computer program ("Source Code") that has been licensed to City pursuant to the Agreement.    Contractor shall deposit an updated copy of the Source Code monthly of such updates, and each updated copy shall upon deposit be deemed the Source Code under the Agreement.    The copy of the Source Code held by Escrow Agent shall be and remain the exclusive property of Contractor, and Escrow Agent will hold the Source Code as specifically provided in this Section 14.    Escrow Agent will hold the copy of the Source Code in a secure cloud or other digital environment and may deliver a copy of the Source Code to City, but only under the conditions specified in this Section 14.    Upon reasonable request, and at City's cost, City may examine the copy of the Source Code to verify compliance with the terms hereof.    Such examination shall be conducted on a computer to be made available by Contractor at its premises in Cockeysville, Maryland.

14.2    <u>Conditions for Escrow Release</u>.    City shall be entitled to receive from Escrow Agent and to make limited use as provided in the Contract, including this Licensing Agreement, of a single copy of the Source Code, if (i) Contractor releases the Source Code to other licensees as a matter of general policy; (ii) Contractor refuses to offer City error correction services or changes required to comply with federal regulations at Contractor's standard rates and on its standard terms and conditions;  (iii) Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) Contractor as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the Contract, including this Licensing Agreement.  Any of the foregoing events is referred to below as a "Release Condition."  Upon the happening of any Release Condition, City may at its option give Escrow Agent written notice (the "Notice") requesting a copy of the Source Code.  The Notice shall (i) be labeled "Notice Under Exhibit I, Section 14 of Licensing Agreement, under Contract Dated _____," (ii) specify the Release Condition with reference to the applicable subsection of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which City desires to have released; and (iv) be given within sixty (60) days of City's knowledge of the happening of the applicable Release Condition.  Upon receipt of the Notice, Escrow Agent shall send a copy to Contractor by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery").  If Contractor denies or disputes an alleged Release Condition, Contractor shall, within sixty (60) days after the receipt of the copy of the Notice from Escrow Agent, deliver to the Escrow Agent a statement (the "Statement") identifying its dispute.  Escrow Agent shall send a copy of the Statement to Client by Secure Delivery, and Escrow Agent shall continue to hold the Source Code in accordance with the Contract, including this Agreement. If Escrow Agent does not receive the Statement within the applicable time period, then Escrow Agent is authorized and directed to deliver a copy of the applicable Source Code to City.   Upon delivery to City under any circumstances, the Source Code shall become a part of the licensed software and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Contract, including this Licensing Agreement. In the event that Contractor delivers the Statement to Escrow Agent in the manner and within the time period set forth above, Escrow Agent shall not release a

copy of the Source Code or any part thereof, to City unless (i) required to do so by order of a court of competent jurisdiction, or (ii) Escrow Agent has received written instructions with authorized signatures of both Contractor and City requesting release to City. The Escrow Agent shall withhold release of the Source Code to the City if any fees or costs owed by the City to Contractor are unpaid.

14.3    Termination and Cancellation. The delivery of a copy of the Source Code to City hereunder shall act as a termination of all of Contractor's responsibilities, all of Contractor's warranties, and all of Contractor's software support obligations under the Contract, including this Agreement, and all other agreements between Contractor and City. In the event a copy of the Source Code is provided to the City, Contractor shall retain all right, title and interest in and to the IP as provided by Section 7 of this Platinum Support Services and Licensing Agreement and any other attachment thereto, and the license granted, and the term thereof as provided in Addendum A to this Platinum Support Services shall remain in effect.

14.4    Limitation on Escrow Agent's Liability. As a fiduciary, conservator, receiver, or guardian of the Source Code that it receives, Escrow Agent's obligation is solely one of safekeeping. Escrow Agent shall not be obligated or required to examine or inspect the Source Code. The Escrow Agent cannot and does not warrant the content of the Source Code that it receives from Contractor, regardless of the media used to transmit it. Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its other clients at the same location. However, Escrow Agent nor Contractor shall not be responsible for any loss or damage to the Source Code due to a computer or hardware crash, malfunction, or changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of Escrow Agent. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be. In no event shall Escrow Agent be liable for any act or failure to act under the provisions of this Agreement except where its acts are the result of its gross negligence or malfeasance. Escrow Agent shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto. Contractor shall indemnify Escrow Agent against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of Escrow Agent), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under the Contract, including this Licensing Agreement. Contractor and City acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the Escrow Agent to perform hereunder.

14.5    Intellectual Property. The release of the Source Code to City will not act as an assignment of any intellectual property rights that Contractor or any third party possesses in the Source Code. The Source Code shall remain at all times the confidential and intellectual property of Contractor.

In the event that Escrow Agent releases the Source Code to the City, City shall be permitted to use the Source Code only to the extent of City's license pursuant to the Licensing Agreement.

14.6    Disputes.  In the event of any disagreement between the parties resulting in adverse claims and demands being made in connection with or against the Source Code, Escrow Agent shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by City and Contractor that Escrow Agent has authority (but not the obligation) to initiate such proceedings), or (ii) by written settlement between City and Contractor.

14.7    Resignation.   The Escrow Agent may resign by delivery of a thirty (30) day written notice to both Contractor and the City.  The Escrow Agent will deliver the Source Code upon the joint written direction of Contractor if received within thirty (30) days of the date on the Escrow Agent's notice of resignation.  If no direction is received within the time period outlined, the Source Code will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014 to serve as acting trustee, until a new successor escrow agent is secured by Contractor.

12.    MISCELLANEOUS.

11.1    Invalidity.  In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties.  All remaining provisions shall be afforded full force and effect.

11.2    Non-Solicitation.  During the term of this Agreement and for twelve (12) months after its termination, neither Contractor nor City may solicit to employ persons employed by the other.

11.3    Force Majeure.  City or Contractor will be excused from delay to render delivery or performance (but not to make payment) under the Contract  by reason of causes beyond the party's reasonable control, including fires, earthquakes, flood, hurricane, tornado, riots, war, government shutdowns, and telecommunications failures. The delay will be excused on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

11.4    Independent Contractors.  Nothing in this Agreement shall make Contractor and City partners, joint venturers or otherwise associated in or with the business of the other.  Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees.  Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A
System Implementation

*Paradigm Software, L.L.C.*® ("Contractor"), by its acceptance of the Contract, including the Platinum Support Services and Licensing Agreement (the "Licensing Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the City a license to use the Software as set forth herein below. City agrees to purchase the Hardware, accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Contract to which it is attached.

1. CITY RESPONSIBILITIES. City 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. City shall make available qualified personnel to be trained by Contractor in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of Contractor start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. City shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

2. TRAINING. Contractor shall provide standard training in the use of the Hardware and Software according to Exhibit H of this Contract. Such training will be provided at a mutually agreeable location during installation. Reasonable travel, lodging and expenses related to the training shall be the responsibility of the City and shall be invoiced to City in accordance with guidelines that will be developed and agreed upon by City and Contractor.

3. DELIVERY. Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that Client completes the above training. Exhibit H hereto shall specify who will install and set up the Hardware. Contractor will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Contractor (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 City upon delivery of each respective Hardware item to the carrier at the manufacturer's or Contractor's loading dock as appropriate. City shall pay or reimburse Contractor for all costs of Hardware, shipping, rigging, transportation, and insurance which shall be invoiced to City in accordance with the above provisions.

4. SECURITY. Contractor reserves a security interest, for the amount of all outstanding undisputed payments due to Contractor hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until City's payment obligations for all Hardware and Software are fully discharged.

5. GRANT OF LICENSE. Upon acceptance of the Contract, including this Licensing Agreement and the acceptance of this Addendum A, Contractor hereby grants to City, and City hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of Contractor's current, standard user manuals and training materials ("Documentation"). Contractor reserves all rights, privileges and interests not expressly granted to City, who shall acquire no right, title, interest, or privilege with respect to the Software or the Documentation by implication.

6. SCOPE. A single, executable copy of the object code version of the Software may be used by City for testing purposes and for processing of data, but such data shall be strictly limited to data of City created or used in the connection with City. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. City shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. Contractor shall provide City with a single, back-up copy of the Software which City shall keep in a secure location reasonably approved by Contractor in advance. City shall place on all copies of the Software any notice, including, copyright notice, requested by Contractor.

7. TITLE AND OWNERSHIP. Contractor is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to City, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives, and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by Contractor on loan during the term of the license granted pursuant to this Agreement. City shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of City purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. City hereby assigns to Contractor all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by Contractor, and shall execute all documents and instruments reasonably requested by Contractor to effectuate such assignment. City agrees that the Software, Documentation and related materials, techniques and procedures furnished by Contractor to City hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Contractor or its supplier(s), as appropriate. City shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by Contractor. Unless Contractor agrees otherwise, City shall not disclose, divulge, or communicate to any person, except to City's employees and any necessary contractors and consultants (but then only to the extent necessary for operation of the Software) the Software or Documentation, unless required by law.

8. INDEMNITY. Contractor will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) City immediately notifies Contractor in writing of such claim or action; and (ii) Contractor will have sole control of the defense and settlement of such claim or

action. In defending against such claim or action, Contractor may (i) consent, (ii) settle; (iii) procure for City the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If Contractor concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) Contractor will refund or credit to City the license fee paid by City under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of the Contract this Agreement; (ii) City will return the original and all whole or partial copies of the Software to Contractor; and (iii) the license granted hereunder will terminate. Contractor has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of Contractor regarding infringement of intellectual property rights and will survive the termination of the Contract, including this Licensing Agreement. As of the date hereof, Contractor represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of Contractor, threatened against or involving Contractor or the Software.

9. LIMITED WARRANTY. Contractor does not warrant that the Software or the Documentation is completely 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, 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. City shall allow Software access to Contractor through dedicated remote communications for this purpose. Contractor makes no warranty as to the Hardware or any products (including software) not manufactured by Paradigm.

EXHIBIT 1
Scope of Work (Implementation Milestones)

**General**

This Exhibit 1 – Implementation Milestones (the "Milestones") forms part of the Contract between the Parties. Any capitalized term not defined herein shall have the definition provided for in the Contract. The provisions set out in the Contract, including the Platinum Support and Licensing Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Contract.

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 Contract, including the Licensing Agreement, in relation to hardware, software, and services for the delivery of *WeighStation*® CW6 ("*WeighStation*® CW6"). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of the Contract, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Contract and Licensing Agreement. The Project Manager for the City and Contractor 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.

Contractor's Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Contract and Licensing 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.

Contractor's Project Manager will be responsible for:
- (a) Submitting the detailed Implementation Plan to the City by an agreed upon date after the execution of the Contract.
- (b) Ensuring *WeighStation*® CW6 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 *WeighStation*® CW6 and historical transactional data if agreed to within the Contract.
- (d) Providing regular progress reports and/or as the City reasonably requests, including meeting/interviewing with City Personnel throughout the Project as required.
- (e) Meeting/Interviewing City 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 Contractor) or through conference calls or such other means as may be mutually agreed upon.
- (g) Working with the City'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 Contractor's key contact for the City.

The City'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 Contractor; coordinating status meetings either in person or via a designate (as determined by the City) or through conference calls or such other means as may be mutually agreed upon; working with the Contractor Project Manager to resolve any issues.
- (c) Approving or disapproving the Contractor Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any City comments, rejection or approval will be given to Contractor no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the City by Contractor.
- (d) Providing clarification and applicable instructions as requested by Contractor throughout the Project.
- (e) Monitoring Contractor work progress and Milestones; and providing overall direction, management, and leadership for the City 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 Contractor's request (whichever is greater), unless the Project Managers from Contractor and the City 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 City, 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 Contractor's/City's facilities as needed during the Project provided that should Contractor request resources from the City, such request must be reviewed and approved by the City Project Manager. The City will determine if facilities and appropriate resources will be made available as may be requested from time to time by Contractor.

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

The City will make available to Contractor the necessary City 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) City's Project Manager: The City's Project Manager(s) will be the focal point of decision-making and communications between Paradigm and the City.
- (2) City's Project Team: Under the direction of the City 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 City 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 City 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 Contract, including the Licensing Agreement and these Implementation Milestones.

(2) *WeighStation*® CW6 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 City's facility.
   (c) Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.
   (d) Track all material and tonnages disposed of by paying customers, residents, contractors, and charities.
   (e) Collect and manage information on loads, tonnages, and balances by material type.
   (f) Calculate the appropriate charges for loads entering and leaving the sites.
   (g) Provide fraud controls and audit functions.
   (h) Track account balances for customers (if using the Accounts Receivable and Aging Module).
   (i) Collect account information to support the following accounts types and activities:
      i. Cash
      ii. Charge accounts
      iii. Check
      iv. Invoicing
      v. Process payments
      vi. Credit Cards (if WeighPay has been purchased)
   (j) Provide Reporting capabilities including:
      i. Operational reporting
      ii. Management reporting
   (k) Retrieve information to plan new programs and improve productivity in facility operations.
   (l) Implement the requirements identified in the Agreements.
   (m) Ad-hoc reporting.
   (n) Other functional requirements as specified in the Agreement.

1. **Milestone 1 – Knowledge Transfer from Business Development (BD) to Implementation**
   - Meeting with BD to obtain information during the sales/agreement phase.
   - Review the Agreement and set the following in City record:
      o Set Version Number
      o Set Site, Licensing and Module information
      o 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 City with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for City to complete.
- Introduce City to our website to track incidents.
- Provide City with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by Paradigm to City.

**Paradigm will be responsible to:**
(1) Initiate a kick-off meeting which will include a site survey with the City Project Team to review and confirm the City requirements. This will include confirmation and verification of the hardware the City will need to acquire (if any) to deploy the Software within the City's environment.
(2) Leverage the existing City infrastructure in place and be able to integrate with the existing environment as described. This includes providing the City 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 *WeighStation®* CW6 in the City's environment, including a list of City staff positions that should be involved in the testing which will also be provided to the City Project Manager for acceptance; however, notwithstanding, the City 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 City's users of *WeighStation®* CW6 and City's staff assigned to support the application; the Training Plan will be delivered to the City Project Manager for acceptance.
(8) Purchase, configure and install all hardware provided by Paradigm as listed on Exhibit H in this Agreement.

**City will be responsible to:**
(1) Provide Paradigm with a copy of the database from the current system for conversion requirements (if applicable).
(2) Provide Paradigm with the appropriate technical resources and information to be used to create the City'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 City for installing and configuring *WeighStation®* CW6.
(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**
   - City to order any hardware as necessary to support *WeighStation®* CW6. Paradigm to provide Minimum/Recommended System Requirements.
   - Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

4. **Milestone 4 – Intentionally Deleted**

5. **Milestone 5 – Facility Survey Review**
   - Paradigm and City to review completed survey.

6. **Milestone 6 – Vision Diagram/Documentation**
   - City 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
     - PDM
     - Unattended

7. **Milestone 7 – Collect Data**
   - For new Clients, City to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).

8. **Milestone 8 – Create Version 6 Database and Folder Structure**
   - Paradigm will use DBUpdate6 to create *WeighStation®* CW6 Database and Folder Structure.
   - City to inform Paradigm on which version of SQL will be used.

9. **Milestone 9 Intentionally Deleted**

10. **Milestone 12 – Production Environment Milestone**
    - Paradigm and City will create a Production Environment for both the office and various site servers/workstations that will be using the software.

11. **Milestone 13 – Transaction Scenario Guide and Documentation**
    - Paradigm and City will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
    - The guide is critical for City user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.

- Paradigm will supply City with electronic CW and WS Training guides and manuals.

**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 City and develop data conversion plan for data migration.
(4) Prepare a draft acceptance test plan for the City's review and consideration.
(5) Install *WeighStation®* CW6 on the City's Test Environment.
(6) Configure and customize the *WeighStation®* CW6 to meet the requirements of the Agreement.
(7) Test *WeighStation®* CW6 on the City's Test Environment.
(8) Assist the City in conducting its preliminary acceptance test.
(9) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

**City 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 City'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.

## 12. Milestone 14 – Programmer Liaison Meeting
- Paradigm to assign Programmer Liaison if necessary.
  - Implementation Specialist will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the Implementation Manager.

## 13. Milestone 15 – Remote Training
- Paradigm to provide City with any remote training as identified in the Agreement.
  - Train on adhoc reporting and to recreate City reports prior to going onsite.
  - Run through *WeighStation®* CW6 Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

## 14. Milestone 16 – Configure Hardware
- Paradigm and City to test and configuration of hardware provided in the Agreement.
- Paradigm and City to test and configuration of hardware (such as printers, scales, etc.).

## 15. Milestone 17 – Paradigm Data Messaging "PDM" Configuration (if purchased)
- Paradigm to successfully install and test PDM prior to on-site arrival.

## 16. Milestone 18 – Ticket Setup and Review
- City to provide Paradigm with desired ticket layouts.
- Paradigm to create desired ticket layouts.
- City to confirm/approve ticket layouts.

## 17. Milestone 19 – Email Configuration
- City to provide Paradigm with Email credentials and mail relay information.

- Paradigm will configure Email within the software.
- City will test Email configuration.

## 18. Milestone 20 – WeighPay Configuration (if purchased)
- Paradigm and City 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 City 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.
- City to provide responses to the following questions (additional questions may be necessary):
  - Does City do pre-authorizations?
  - Does City use Store and Forward?
  - Does City require signatures?
  - Does City let operators perform voids/refunds?

## 19. Milestone 21 – Custom Report Review
- City to provide reports that are to be created within *WeighStation*® CW6.
- Paradigm to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- Paradigm and City will discuss any custom reports needed in this Agreement.
- Paradigm to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

## 20. Milestone 22 – Ad-hoc Report Conversion/Creation
- City to provide reports that are to be created within *WeighStation*® CW6.
- Paradigm to train City on the creation of Ad-hoc Reports.

## 21. Milestone 23 – Batch Report Creation
- City to provide Paradigm reports that are to be included in Batch (Scheduled) Reports.

## 22. Milestone 24 – AR and Aging/Posting
- If Posting to a third-party accounting package:
  - City will provide export file requirements.
  - Paradigm will develop custom export to third-party accounting package per requirements.
- If using Paradigm's AR and Aging:
  - City will provide Invoice and Statement layouts.
  - City will provide any reports (credit memo, debit memo, payment, aging, etc.).

## 23. Milestone 25 – Book Travel
- Paradigm Tech to meet with Implementation Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with City and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with City.

- Paradigm to book travel arrangements at minimum two (2) weeks prior to on-site days.

## 24. Milestone 26 – Installation Work Plan
- Paradigm to present City with the specific schedule of the events that will occur while on-site.
- City to approve installation work plan.

## 25. 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 City's DBA schedules their own backups, Paradigm will work with DBA to ensure proper files are included.

## 26. 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 City'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:
  - 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.)

## 27. Milestone 29 – Go-Live
- Paradigm and City will participate in this Milestone to cutover from the current solution to *WeighStation*® CW6.

## 28. Milestone 30 – Final Historical Transaction Data Conversion
- Paradigm may need to reload most recent transactions up to Go-Live.
- Paradigm will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

## 29. Milestone 31 – Post Installation Checklist
- Paradigm will review Post Installation Checklist to ensure all items have been completed.

- Paradigm will provide the Final Installation Note document to the Client to assist with understanding the transition from the Implementation Division to the Support and Services Division.

## 30. Milestone 32 – Knowledge Transfer from Implementation to Support and Services
After a full billing has occurred, the Implementation Specialist will present the details of the project to the Support and Services Division.
- Present the installation to the Support and Services Division. 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.

## 31. Milestone 33 – Implementation Manager Post Go-Live Follow-Up
- Paradigm's Implementation Manager will schedule a call with the Client'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 City and if there are any open items that need to be address.

## 32. Milestone 34 – Introduction to the Support and Services Manager
- Schedule call with Support and Services Manager, Lead Implementation Specialist and City's Primary Contact to introduce the Support and Services Manager and detail the support process to the City to ensure City is contacting support for support related issues going forward.

## 33. Milestone 35 – Business Development Follow-Up
- Task for Business Development to contact City's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM B
Service Levels

## 1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- "**Business Day**" shall refer to 7:00 a.m. to 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 City specifications and supplied to the City by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- "**Incident**" means any City query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the City purchased or leased from Paradigm.
- "**Hardware**" means all hardware supplied to the City by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- "**Software**" means all software supplied to the City by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- "**Statutory Holidays**" – the following days are the statutory holidays that Paradigm's Offices are closed. If any changes, Paradigm will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
  - **New Year's Day** – January 1st if it falls on a weekday, else the Monday following.
  - **Good Friday** – Friday before Easter Sunday.
  - **Memorial Day** – The last Monday in May.
  - **Independence Day** – July 4th if it falls on a weekday, else the Monday following.
  - **Labor Day** – The first Monday in September.
  - **Thanksgiving** – The fourth 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 City for support services to be provided by Paradigm to the City, thereby ensuring a timely and efficient resolution to any Incidents encountered by the City in the use of Software.

## 3. Objectives of Service Level Requirements

The City and Paradigm acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between Paradigm and the City to ensure effective support for the City's end users.
- To document the responsibilities of the City and Paradigm with respect to the Service Level Requirements.
- To ensure that the City 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 City.

- To detail the information Paradigm requires from the City 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 City and Paradigm to communicate credible and reliable information.

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

Second, the City 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, Clients/Partners may support Types 1-4 in part or in whole.

During the provision of Platinum Support Services, Paradigm is required to comply with the City'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 City 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 City of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

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

### 4.4 Type 4 – Updates and Installations
- Provide Updates to City for installation in Test Environment

- Provide Updates to City for installation in Production Environment

**4.5        Type 5 – Product Development**
- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

**4.6        Type 6 – Review and Refresh (Billable)**
- Multi-day session on topics to be agreed with City; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by City
- 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 Licensing Agreement, will be jointly classified by the City 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 City 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 City 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 City that would be considered for future updates or upgrades to the application. |

## 5.2 Response and Resolution Times

| Severity Ranking | Response time | Corrective Plan | Required Outcome |
|---|---|---|---|
| **1 Emergency** | Respond immediately to the City or contact in the immediate hour of receiving the incident notification | Diagnose problem and establish plan to correct failure within two (2) hours | Return to operation within four hours |
| **2 High** | Respond immediately to the City 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 City representative |
| **3 Medium** | Respond immediately to the City 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 City representative |
| **4 Low** | Respond immediately to the City 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 City representative |

## 5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the "Required Outcomes" column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the City's operations, the City 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 City management contacts.

| **Response Time Exceeded** | City will contact Support and Services Manager to expedite response |
|---|---|

| | |
|---|---|
| **Corrective Plan Time Exceeded** | City will request Support and Services Manager to support problem diagnosis |

## 6. Paradigm Support and Services 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 Addendum B,** with response time for Emergency Incidents **within one** hour.

Other Incidents are worked per the following rules:
- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 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 and Services Division 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. Client Primary Reporting Responsibilities

City will provide a prime and secondary Contact(s) through which all reported problems encountered by the City 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 City is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the City's operation. The City 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 City Operations:
- Other pertinent information (as appropriate):
- The City 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.
- To maintain ongoing Platinum Support Services, the City 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 City and Paradigm.

## 10. Other Service Level Requirements Exclusions

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

- City 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.)

# City of San Diego
# CONTRACTOR STANDARDS
## Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A.***

A. BID/PROPOSAL/SOLICITATION TITLE:

_____

_____

_____

B. BIDDER/PROPOSER INFORMATION:

| Legal Name | | DBA | |
|---|---|---|---|
| Street Address | City | State | Zip |
| Contact Person, Title | Phone | Fax | |

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

---

Name                                                          Title/Position

---

City and State of Residence                    Employer (if different than Bidder/Proposer)

---

Interest in the transaction

---

Name                                                          Title/Position

---

City and State of Residence                    Employer (if different than Bidder/Proposer)

---

Interest in the transaction

---

Name                                                          Title/Position

---

City and State of Residence                    Employer (if different than Bidder/Proposer)

---

Interest in the transaction

---

Name                                                          Title/Position

---

City and State of Residence                    Employer (if different than Bidder/Proposer)

---

Interest in the transaction

---

Name                                                          Title/Position

---

City and State of Residence                    Employer (if different than Bidder/Proposer)

---

Interest in the transaction

---

Name                                                          Title/Position

---

City and State of Residence                    Employer (if different than Bidder/Proposer)

---

Interest in the transaction

| | |
|---|---|
| Name | Title/Position |

| | |
|---|---|
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

| | |
|---|---|
| Name | Title/Position |

| | |
|---|---|
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

| | |
|---|---|
| Name | Title/Position |

| | |
|---|---|
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

## C.  OWNERSHIP AND NAME CHANGES:

1.  In the past five ten (5) years, has your firm changed its name?
    **Yes**              **No**

    If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2.  Is your firm a non-profit?
    **Yes**              ☐ **No**

    If **Yes,** attach proof of status to this submission.

3.  In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
    **Yes**              **No**

    If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

## D.     BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page.  Use Attachment A if more space is required.

**Corporation**  Date incorporated: _____       State of incorporation: _____

List corporation's current officers:    President:    _____
                                        Vice Pres:    _____
                                        Secretary:    _____
                                        Treasurer:    _____

Type of corporation:   C          Subchapter S

Is the corporation authorized to do business in California:    **Yes**                    **No**

If **Yes**,  after what date: _____

Is your firm a publicly traded corporation?            **Yes**            **No**

If **Yes,** how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?    **Yes**            **No**

If **Yes,** please use Attachment A to disclose.

Please list the following:                    Authorized        Issued        Outstanding

a.   Number of voting shares:            _____      _____    _____
b.   Number of nonvoting shares:        _____      _____    _____
c.   Number of shareholders:                                        _____
d.   Value per share of common stock:                  Par      $_____
                                                       Book     $_____
                                                       Market   $_____

**Limited Liability Company**  Date formed: _____    State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

**Partnership**  Date formed: _____    State of formation: _____
List names of all firm partners:

_____
_____
_____
_____

**Sole Proprietorship**        Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

**Joint Venture**        Date formed: _____

List each firm in the joint venture and its percentage of ownership:

_____
_____
_____
_____

**Note**: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

## E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1.  Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
    Yes            No

    If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2.  In the past five (5) years, has your firm been denied bonding?
    Yes            No

    If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3.  In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
    Yes            No

    If **Yes**, use Attachment A to explain specific circumstances.

4.  In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
    Yes            No

    If **Yes**, use Attachment A to explain specific circumstances.

5.  Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
    Yes            No

    If **Yes**, use Attachment A to explain specific circumstances.

6.  Are there any claims, liens or judgements that are outstanding against your firm?
    Yes            No

    If **Yes,** please use Attachment A to provide detailed information on the action.

7.  Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

    Name of Bank: _____

    Point of Contact:_____

    Address:_____

    Phone Number:_____

8.  By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required.  Business Tax Certificates are issued by the City Treasurer's Office.  If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.:_____  Year Issued: _____

## F.  PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   Yes          No

   If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   Yes          No

   If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   Yes          No

   If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   Yes          No

   If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   Yes          No

   If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   Yes          No

   If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address:_____

Contract Date:_____

Contract Amount:_____

Requirements of Contract: _____


Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address:_____

Contract Date:_____

Contract Amount:_____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address:_____

Contract Date:_____

Contract Amount:_____

Requirements of Contract: _____

G. **COMPLIANCE:**

1.  In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
    Yes          No

    If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2.  In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
    Yes          No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

## H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
   Yes          No

   If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
   Yes          No

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
   Yes          No

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

   Yes          No

   If **Yes,** please disclose the names of those relatives in Attachment A.

## I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
   Yes          No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
   Yes          No

   Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise  Certification #_____
   b. Woman or Minority Owned Business Enterprise   Certification # _____
   c. Disadvantaged Business Enterprise  Certification #_____

## J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?     Yes          No          If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

## K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply):  DBE    DVBE    ELBE    MBE    SLBE    WBE    Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive

participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply):  DBE    DVBE    ELBE    MBE    SLBE    WBE    Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive

participation credit.

## L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence.  In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work.  The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. **TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated  _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a)  I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b)  I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c)  I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d)  I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e)  I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed** *Pledge of Compliance* **is submitted.**

_____    _____    _____
Name and Title                                                    Signature                                                        Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Print Name, Title | Signature | Date |

**EQUAL OPPORTUNITY CONTRACTING (EOC)**
1200 Third Avenue, Suite 200 · San Diego, CA 92101
Phone: (619) 236–6000 · Fax: (619) 236–5904

# BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED
**CONTRACTOR IDENTIFICATION**

Type of Contractor:  ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Paradigm Software, LLC

ADA/DBA:

Address (Corporate Headquarters, where applicable): 113 Old Padonia Rd, Suite 200

City: Cockeysville   County: United States   State: Maryland   Zip: 21030

Telephone Number: 410-329-1300   Fax Number:

Name of Company CEO: Phil Weglein

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address:

City:   County:   State:   Zip:

Telephone Number:   Fax Number:   Email:

Type of Business:   Type of License:

The Company has appointed:

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address:

Telephone Number:   Fax Number:   Email:

☐ One San Diego County (or Most Local County) Work Force – Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*
*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Paradigm Software, LLC

*(Firm Name)*

Baltimore , Maryland hereby certify that information provided

*(County)*   *(State)*

herein is true and correct. This document was executed on this 28th day of November , 20.23

*(Authorized Signature)*   Jackie W Barlow II

*(Print Authorized Signature Name)*

NAME OF FIRM: **Paradigm Software LLC**   DATE: **11/28/2023**

OFFICE(S) or BRANCH(ES): **HQ**   COUNTY: **Baltimore**

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

*Definitions of the race and ethnicity categories can be found on Page 4*

| ADMINISTRATION OCCUPATIONAL CATEGORY | (1) Black or African American | | (2) Hispanic or Latino | | (3) Asian | | (4) American Indian/ Nat. Alaskan | | (5) Pacific Islander | | (6) White | | (7) Other Race/ Ethnicity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Management & Financial | | | | | | | | | | | 5 | | | |
| Professional | | | | | 1 | | | | | | 6 | 1 | | |
| A&E, Science, Computer | | | | | | | | | | | | | | |
| Technical | 1 | | 1 | | | | | | | | 10 | 1 | | |
| Sales | | | | | | | | | | | 3 | | | |
| Administrative Support | | | | | | | | | | | | | | |
| Services | | | | | | | | | | | | | | |
| Crafts | | | | | | | | | | | | | | |
| Operative Workers | | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Laborers* | | | | | | | | | | | | | | |

*Construction laborers and other field employees are not to be included on this page

| Totals Each Column | 1 | | 1 | | 1 | | | | | | 24 | 2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

**Grand Total All Employees**   29

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

| Disabled | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

Non-Profit Organizations Only:

| Board of Directors | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Volunteers | | | | | | | | | | | | | | |
| Artists | | | | | | | | | | | | | | |

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part–time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

*Definitions of the race and ethnicity categories can be found on Page 4*

| TRADE OCCUPATIONAL CATEGORY | (1) Black or African American | | (2) Hispanic or Latino | | (3) Asian | | (4) American Indian/ Nat. Alaskan | | (5) Pacific Islander | | (6) White | | (7) Other Race/ Ethnicity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Brick, Block or Stone Masons | | | | | | | | | | | | | | |
| Carpenters | | | | | | | | | | | | | | |
| Carpet, Floor & Tile Installers Finishers | | | | | | | | | | | | | | |
| Cement Masons, Concrete Finishers | | | | | | | | | | | | | | |
| Construction Laborers | | | | | | | | | | | | | | |
| Drywall Installers, Ceiling Tile Inst | | | | | | | | | | | | | | |
| Electricians | | | | | | | | | | | | | | |
| Elevator Installers | | | | | | | | | | | | | | |
| First-Line Supervisors/Managers | | | | | | | | | | | | | | |
| Glaziers | | | | | | | | | | | | | | |
| Helpers; Construction Trade | | | | | | | | | | | | | | |
| Millwrights | | | | | | | | | | | | | | |
| Misc. Const. Equipment Operators | | | | | | | | | | | | | | |
| Painters, Const. & Maintenance | | | | | | | | | | | | | | |
| Pipelayers, Plumbers, Pipe & Steam Fitters | | | | | | | | | | | | | | |
| Plasterers & Stucco Masons | | | | | | | | | | | | | | |
| Roofers | | | | | | | | | | | | | | |
| Security Guards & Surveillance Officers | | | | | | | | | | | | | | |
| Sheet Metal Workers | | | | | | | | | | | | | | |
| Structural Metal Fabricators & Fitters | | | | | | | | | | | | | | |
| Welding, Soldering & Brazing Workers | | | | | | | | | | | | | | |
| Workers, Extractive Crafts, Miners | | | | | | | | | | | | | | |

| Totals Each Column | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| **Grand Total All Employees** | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

| Disabled | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

# Work Force Report

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report[1]. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county[2]. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report[1,3]. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.[3]

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one [1], two [2] & three [3]. These numbers coincide with the types of work force report required in the example. See below:

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

## RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

## Exhibit A: Work Force Report Job Categories – Administration
Refer to this table when completing your firm's Work Force Report form(s).

**Management & Financial**
Advertising, Marketing, Promotions, Public
Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

**Professional**
Art and Design Workers
Counselors, Social Workers, and Other Community
and Social Service Specialists
Entertainers and Performers, Sports and Related
Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School
Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**
Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**
Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**
Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and
Manufacturing
Supervisors, Sales Workers

**Administrative Support**
Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching,
and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

**Services**
Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related
Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective
Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants
and Aides
Other Food Preparation and Serving Related
Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving
Workers
Supervisors, Personal Care and Service
Workers
Transportation, Tourism, and Lodging
Attendants

**Crafts**
Construction Trades Workers
Electrical and Electronic Equipment
Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair
Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and
Repair Workers
Supervisors, Construction and Extraction
Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

**Operative Workers**
Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**
Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

**Laborers**
Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

## Exhibit B: Work Force Report Job Categories–Trade

**Brick, Block or Stone Masons**
Brickmasons and Blockmasons
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**
Drywall and Ceiling Tile Installers
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

**Millwrights**
Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair
Occupations

**Misc. Const. Equipment Operators**
Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

**Painters, Const. Maintenance**
Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**
Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons**

**Roofers**

**Security Guards & Surveillance Officers**

**Sheet Metal Workers**

**Structural Iron and Steel Workers**

**Welding, Soldering and Brazing Workers**
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

# Department of Information Technology Policy

Revision: 3.1.4

Information Security Standards and Guidelines

Effective Date: 10/16/2021

# Contents

## Document History

| Version | Date | Author | Changes |
|---------|----------|------------------|---------|
| 3.0.0 | 2/4/19 | Kyle/Ryan | |
| 3.0.1 | 2/4/19 | Kyle | |
| 3.0.2 | 5/14/19 | Kyle/Ryan/Becca | |
| 3.0.3 | 6/27/19 | Jon | |
| 3.1.0 | 1/15/20 | Jon/Kyle | |
| 3.1.1 | 7/20/20 | Jonathan Mui | |
| 3.1.2 | 12/14/20 | Jonathan Mui | |
| 3.1.3 | 1/27/21 | Jonathan Mui | |
| 3.1.4 | 10/5/21 | Luan Tran | |

## Document Approval

| Version | Approver Name | Title | Approver Signature | Date |
|---------|------------------|------------------------------------|--------------------|-----------|
| 3.1.4 | Jonathan Mui | Cyber Security Manager | | 10/5/2021 |
| 3.1.4 | Darren Bennett | Chief Information Security Officer | | 10/5/2021 |
| 3.1.4 | Jonathan Behnke | Chief Information Officer | | 10/5/2021 |

1. Purpose

    1.1. The purpose of this document, in conjunction with other referenced security policies, regulations and documentation, is to provide security, confidentiality, integrity and accountability within the City of San Diego.

2. Scope

    2.1. The City of San Diego Information Security Policy document encompasses all data, devices and information systems that exist in or interact with any environment or resources owned, operated or utilized by the City of San Diego.

    2.2. City employees, third-party contractors or other entities utilizing internal City resources or services, hereby referred to as "users", shall read, understand and carry out the policies outlined in this document.

3. Responsibilities

    3.1. The City of San Diego Cyber Security Team shall review and update this document on at least an annual basis.

    3.2. The City of San Diego Cyber Security Team reserves the right to change, modify or otherwise adjust this document at any time to satisfy modern technologies, manage new threats, adhere to industry regulations or better comply with best practices.

    3.3. The City of San Diego Cyber Security Team reserves the right to shut down, remove or disable systems, services, applications, accounts or devices that pose a security risk to the City of San Diego, its employees, its partners or its residents.

    3.4. The City of San Diego Cyber Security Team reserves the right to monitor all systems, services, applications, accounts, data and devices used for City business, or connected to City systems, services, applications, accounts, data or devices.

    3.5. The City of San Diego Cyber Security Team reserves the right to obtain and retain root access to any City system at any time in the interest of auditing, incident response or secure implementation.

    3.6. Modifications or additions to City information systems that affect security controls must be explicitly approved by the City of San Diego Cyber Security Team prior to being implemented.

    3.7. New or modified information technology contracts between the City and third parties must be explicitly reviewed and approved by the City of San Diego Cyber Security Team.

    3.8. Third party contracts pertaining to information technology software and/or services are expected to contain adequate security controls, service definitions and service delivery levels.

    3.9. Department Directors, Information Systems Analysts and Information Security Liaisons are responsible for assisting the City of San Diego Cyber Security Team in carrying out the policies outlined in this document.

    3.10. Supervisors are responsible for notifying their department's Information Systems Analysts of staff changes such as new hires, transfers or departures within one day of awareness.

    3.11. Information Systems Analysts are responsible for notifying the Department of Information Technology of staff changes within one day of awareness.

3.12. Department Policies, performance plans, and work standards as applicable, must include requirements for compliance with information security policies and standards.

3.13. Questions regarding terms, policies or details of this document may be directed to the City of San Diego Cyber Security Team.

4. Document and Policy Approval Process

   4.1. The following steps outline the general process to be taken by the City of San Diego Cyber Security Team when updating this document:

      4.1.1. New or changing technologies, threats, industry regulations or best practices are identified.

      4.1.2. Research is conducted to target effective response strategies.

      4.1.3. New policy, process or is decided upon and written into this document.

      4.1.4. Deputy CISO reviews and approves new policy.

      4.1.5. CISO reviews and approves new policy.

      4.1.6. CIO reviews and approves new policy.

      4.1.7. Policy update is communicated to relevant stakeholders.

      4.1.8. Updated document is uploaded to ███████████████

5. Security Exceptions

   5.1. Exceptions to Security Policies

      5.1.1. Departments must employ all security controls as outlined in this document unless specific, documented exceptions are explicitly granted by the City of San Diego Cyber Security Team.

      5.1.2. Policy violations that haven't been formally documented as an exception will be treated as security incidents.

6. Users Acceptable Use

   6.1. General Use and Ownership

      6.1.1. City of San Diego business data stored on devices whether owned or leased by the City of San Diego, an employee or a third party, remains the sole property of the City of San Diego.

      6.1.2. Users are responsible for reporting potential security incidents per Incident Response and Management – User Responsibilities.

      6.1.3. Users may access, use or share City of San Diego sensitive information only to the extent it is authorized by Federal, State and Local laws and regulations, City policy and only as necessary to fulfill assigned job duties.

      6.1.4. Users that are not City employees must sign an NDA and be sponsored by a Deputy Director (or above) with the City prior to use of City systems.

      6.1.5. Users are responsible for exercising good judgment regarding the reasonableness of personal use outside of the unacceptable use statement.

      6.1.6. Users are responsible for securing their devices when not in use.

      6.1.7. Workstations are to be locked behind a password when not in use.

      6.1.8. Service Owners are responsible for the security of their systems unless otherwise designated in the Service Design Package.

      6.1.9. The City of San Diego Cyber Security Team reserves the right to audit or perform penetration testing on networks and systems at any time.

6.1.10. Information Technology systems must be reviewed and approved by the City of San Diego Cyber Security Team prior to development, implementation or use.

6.1.11. Service delivery reports and other records from third party providers outsourced IT services must be reviewed by the City of San Diego Cyber Security

6.1.12. Team at least annually to ensure compliance with contract requirements related to information security.

6.2. Unacceptable Use

6.2.1. Users may not use City information technology resources for non-job-related functions.

6.2.2. Mechanisms that circumvent the authorized access control mechanisms found in operating systems, access control packages, or network devices are not permitted and shall not be used.

6.2.3. The City of San Diego Cyber Security Team may not conduct cyber investigations unrelated to potential security incidents without the express knowledge and approval of the Human Resources Department.

7. Hardware Inventory and Control

7.1. City-Owned Devices

7.1.1. An inventory of City-owned hardware must be maintained and updated regularly by the Department of Information Technology.

7.1.1.1. Departments must maintain the accuracy and currency of all hardware assets within their business control.

7.1.2. Non-information/data assets within the city's information systems environment (computer equipment, peripheral devices, etc.) shall be owned by the Department of Information Technology.

7.2. Personal Devices

7.2.1. Individuals must not use their personally owned systems in any City facility.

7.2.2. Personal devices are not permitted to be attached to any City network.

7.2.3. Personal devices accessing non-network City resources must be in compliance with all standards outlined in this document.

7.2.4. Mobile Device Management (MDM) – iOS and Android

7.2.4.1. Personal iOS and Android devices used to access city data must follow the Mobile Device Management: Policy Document

7.2.4.2.      A device must be either Enrolled or Registered in the City's MDM solution in order to access city data.

8. Software Inventory and Control

8.1. Gold Images and Templates

8.1.1. Gold images and templates are defined as master images or base images used for initial system installation or for system re-installations. The use of golden images can save time and ensure security and consistency by eliminating the need for repetitive configuration changes and performance tweaks. Gold Images must be reviewed and updated on ███████████████

8.1.2. Gold images and templates must be scanned, reviewed and approved by the City of San Diego Cyber Security Team prior to production deployment.

8.1.3. Gold images and templates must include endpoint protection, detection and response agents.

8.1.4. Gold images and templates are required to be used.

8.2. Citywide Applications

    8.2.1. Citywide applications must retain full and proper documentation regarding policies, procedures and security points of contact.

        8.2.1.1. This documentation must be reviewed and updated at least ███████████ ████████████████████

8.3. Departmentwide Applications

    8.3.1. Departmentwide applications must be supported by a designated service owner and security contact within their department.

    8.3.2. Departmentwide applications must retain full and proper documentation regarding policies, procedures and security points of contact.

        8.3.2.1. This documentation must be reviewed and updated ████████████ ████████████████████

8.4. Unsupported Applications

    8.4.1. Applications not supported by the Department of Information Technology or the department of the user, must be explicitly approved for use by the City of San Diego Cyber Security Team.

        8.4.1.1. Unsupported applications discovered are subject to immediate removal.

8.5. Vendor-supported Applications

    8.5.1. Applications supported by third parties and associated vendor third party must be explicitly approved by the City of San Diego Cyber Security Team.

9. Physical Security

  9.1. Physical Data Protection

    9.1.1. Physical copies of Protected data must not be visible in plain sight.

    9.1.2. Removeable media such as diskettes, zip drives, tapes, CDs, DVDs, USB or memory cards containing Protected data must be secured at all times.

    9.1.3. Workstations must be locked when not in use.

  9.2. Physical Access

    9.2.1. Systems with access to City networks must be physically secured via room locks, facility controls or being physically controlled by the user of the system(s) at all times.

    9.2.2. Facilities housing Protected data must have physical barriers ███████████ ████████████████████████████████████████████ ███████████████████████████

    9.2.3. Rooms housing Protected data must be restricted to authorized persons only.

    9.2.4. Access to areas housing Protected data must be traceable.

    9.2.5. Smoke/fire alarm and suppression systems are required for all data centers, server rooms and telecommunication closets.

    9.2.6. Environmental controls such as temperature, humidity, and ventilation control measures must be in place for all data centers and server rooms.

    9.2.7. Physical and electronic keys (█████████████████ must be tracked and issued to authorized users and not be shared with other users.

10. Vulnerability Management

  10.1. Patch Management

    10.1.1. Systems must be patched on ████████████████ basis.

  10.2. Vulnerability Scanning

    10.2.1. Workstation scans must be performed on at least █████████ basis.

10.2.2. Server scans must be performed on at least ▮▮▮▮▮ ▮▮▮▮

10.2.3. New or modified servers must be scanned, and security vulnerabilities remediated before being connected to the network.

10.2.4. Vulnerabilities discovered on existing systems must be remediated within at least ▮▮▮▮▮▮▮▮

10.2.5. Discovered vulnerabilities shall be assigned a risk ranking such as High, Medium, and Low.

    10.2.5.1. High rated vulnerabilities must be patched/remediated within ▮▮▮▮

10.2.6. All Application, Service and Systems must be scanned, and security vulnerability remediated prior to product deployment and/or external exposure.

10.3. Vulnerability Assessment

10.3.1. Vulnerability assessments must be performed on ▮▮▮▮▮▮▮ ▮▮▮

10.3.2. Vulnerability assessments on production systems must include a communication plan with said system owners.

10.3.3. Vulnerability assessments may only be managed by the City of San Diego Cyber Security Team.

10.3.4. The City of San Diego Cyber Security Team reserves the right to perform vulnerability assessments at any time without notice to end users.

11. Configuration Management

11.1. Governance

11.1.1. New or significant changes to systems must go through the Department of Information Technology governance process and be approved by the City of San Diego Cyber Security Team.

    11.1.1.1. This includes the following:

    11.1.1.2. New service or product including new module implementation.

    11.1.1.3. New system feature implementation.

    11.1.1.4. Application upgrades greater than ▮▮▮

11.1.2. Changes that may impact security of City systems need to be approved by the City of San Diego Cyber Security Team prior to being made.

11.2. Change Management

11.2.1. Changes to enterprise-wide systems must go through the City's Change Management process.

11.2.2. Changes that result in significant security risks, as designated by the City of San Diego Cyber Security Team, must be rolled back immediately or otherwise mitigated.

11.2.3. Changes intended to remediate significant security risks, as designated by the City of San Diego Cyber Security Team, must be made "Urgent" or "Emergency" changes.

11.3. Configuration Modifications

11.3.1. Configuration modifications that do not qualify for change management must be documented and include communications to stakeholders.

11.3.2. Configuration modifications that result in significant security risk, as designated by the City of San Diego Cyber Security Team, must be rolled back immediately.

12. Log Management and Monitoring

12.1. Security Information and Event Management

 12.1.1. Systems storing or transferring Protected data must have logs that permit traceability.

  12.1.1.1. Said logs must have a retention policy of ██████████

 12.1.2. Security, audit, and activity logs must be sent to the City's Security Information Event Management (SIEM) tool.

13. Malware Defenses

13.1. Endpoint Protection

 13.1.1. City-owned workstations, mobile devices and servers must have City-standard Anti-Virus and Endpoint Detection and Response agents installed and running.

  13.1.1.1. City-standard Anti-Virus and Endpoint Detection and Response agents are determined by the City of San Diego Cyber Security Team.

 13.1.2. If a device does not have endpoint protection such as Anti-virus or Advance Endpoint protection it may be removed from the City's Network.

14. Network Management

14.1. External Connections to City Network

 14.1.1. External connections and any modifications to the City's network must be explicitly approved by the City of San Diego Cyber Security Team prior to being activated.

14.2. Remote Access

 14.2.1. Remote access to the City's network must be explicitly approved by the City of San Diego Cyber Security Team prior to use.

  14.2.1.1. Client VPN connections are required for remote access.

  14.2.1.2. VPN for non-City employees requires City sponsorship from an appointing authority or higher.

  14.2.1.3. Site-to-site VPN connections with the City's network are not permitted.

 14.2.2. Remote access authentication and access logs must be monitored.

 14.2.3. Individual remote access sessions must not exceed ██████████

 14.2.4. User are not permitted to access the City's network, systems or service from ██████████████████████████████████████████████████ ██████████

 14.2.5. The City of San Diego Cyber Security Team reserves the right to revoke remote access at any time.

14.3. Domain Name System

 14.3.1. Changes to the City's external DNS records must be approved by the City of San Diego Cyber Security Team.

 14.3.2. New internal or external DNS zones must be approved by the City of San Diego Cyber Security Team.

 14.3.3. DNS records inoperative for ██████████████ must be removed promptly.

14.4. Network Equipment

 14.4.1. Network equipment on the City's network must be approved by the City of San Diego Cyber Security Team and installed and configured by the City of San Diego Network Team.

 14.4.2. Different parts of the City defined by unique functions and/or data must be logically segmented.

14.5. DMZ

    14.5.1. Any new systems or services as well as all changes to the City's DMZ environment must be explicitly approved by the City of San Diego Cyber Security Team, in advance of being implemented.

    14.5.2. External services connecting internal web services, APIs, and web applications shall use ███████████

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14.6. Firewall Rules

    14.6.1. Firewall rule changes must be explicitly approved by the City of San Diego Cyber Security Team prior to implementation.

15. Media Disposal

15.1. Document Shredding

    15.1.1. The disposal of all business-related paper documents which contain Protected data must involve cross-cut or 'confetti' shredding.

15.2. Computer Destruction

    15.2.1. Computers or external storage devices no longer needed must have their storage drives erased or overwritten using secure data destruction technologies (either physical or via software "wiping").

       15.2.1.1. If a software wipe is utilized, we require a minimum ████████████ ██████████████████████

16. Data Protection

16.1. Data Classification

    16.1.1. Confidential – The loss of confidentiality, integrity, or availability could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. A severe or catastrophic adverse effect means that, for example, the loss of confidentiality, integrity, or availability might cause a severe degradation in or loss of mission capability to an extent and duration that the organization is not able to perform one or more of its primary functions, result in major damage to organizational assets, result in major financial loss, or result in severe or catastrophic harm to individuals involving loss of life or serious life-threatening injuries. Examples include but are not limited to:

       16.1.1.1. Health Insurance Portability and Accountability Act (HIPAA) data

       16.1.1.2. Protected Health Information (PHI)

       16.1.1.3. California Law Enforcement Telecommunication System(CLETS)

       16.1.1.4. Attorney-client data

16.1.1.5. Payment Card Industry (PCI)

16.1.1.6. Personally Identifiable Information (PII)

16.1.1.7. City IT system data

16.1.1.8. Per California Assembly Bill No. 375, now know as the California Consumer Privacy Act, vendors must be pursuing compliance or be compliant with this bill.

16.1.2. Private – The loss of confidentiality, integrity, or availability could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals. A serious adverse effect means that, for example, the loss of confidentiality, integrity, or availability might cause a significant degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is significantly reduced, result in significant damage to organizational assets, result in significant financial loss, or result in significant harm to individuals that does not involve loss of life or serious life-threatening injuries. Examples include but are not limited to:

16.1.2.1. Financial Reports

16.1.2.2. Audit Reports

16.1.2.3. Configuration files

16.1.3. Sensitive (FOUO) – The loss of confidentiality, integrity, or availability could be expected to have a limited adverse effect on organizational operations, organizational assets, or individuals. A limited adverse effect means that, for example, the loss of confidentiality, integrity, or availability might cause a degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is noticeably reduced, result in minor damage to organizational assets, result in minor financial loss, or result in minor harm to individuals. Examples include but are not limited to:

16.1.3.1. Sensitive Emails

16.1.3.2. Draft Documents

16.1.3.3. Contract Evaluations

16.1.4. Protected – Sensitive, Private or Confidential data as defined above.

16.1.5. Public – The loss of confidentiality, integrity, or availability could be expected to have a minimal effect on organizational operations, organizational assets, or individuals only to the degree that data might have been exposed in a manner not initially intended. This includes the following:

16.1.5.1. Data that has been explicitly approved for public release by an appropriate authority

16.2. Data Storage and Transfer

16.2.1. Data classified as Protected must be clearly marked as such.

16.2.2. Different types and classifications of data must be logically segregated.

16.2.3. Data must be automatically backed up on a continual basis.

16.2.3.1. Backups must be tested ███████████████████████
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16.2.4.1. Data must be encrypted ████████████████████████████

16.2.5. The location of any data at rest must be shared with the City of San Diego Cyber Security Team.

16.2.6. Data leaving the City of San Diego's intranet must be approved by the City of San Diego Cyber Security Team prior to being shared or exposed.

16.2.7. All applications, systems, and services with the capability to share with 3rd parties must be reviewed and approved by the City of San Diego Cyber Security Team.

16.2.8. All new or modified data storage must be configured to allow the City's data classification and auditing tools.

16.2.8.1. A ticket must be submitted for the security team to configure the storage so that the necessary tools are compatible.

16.2.8.2. Until approval from the City of San Diego Cyber Security Team, the storage cannot be used in a production environment.

16.3. Data Access

16.3.1. Access to data must be limited to those who have job requirements facilitating the need to view it.

16.3.2. Access to data classified as Protected must have access logging.

16.3.3. Changes to data access in which the data is classified as Protected must have audit logs.

16.3.4. Sensitive data is not to leave the City environment without prior written approval by the City of San Diego Cyber Security Team.

17. Identity Access Management

17.1. Principle of Least Privilege

17.1.1. Users must be assigned 'Least Privilege access' to all data storage, applications, systems and systems access as required by their assigned work responsibilities.

17.1.2. Individuals responsible for performing system or user account administration functions shall not have the authority to approve system or user account changes.

17.1.3. Access to systems containing Protected data must be audited ██████████ ██████████

17.2. User Accounts and Access

17.2.1. The San Diego Cyber Security Team will be responsible for Identity Access Management, user accounts and access.

17.2.2. Users must have a unique ID for authentication.

17.2.3. User account passwords must meet the following complexity requirements:

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17.2.5. Non–City employee user accounts and access must be approved by the City of San Diego Cyber Security Team.

17.2.6. User account access must be revoked immediately when a user no longer requires said access.

17.2.7. Account and access provisioning and deprovisioning procedures for City systems must be documented.

17.2.8. San Diego Cyber Security Team requires access to any City system upon request.

17.3. Applications and Services

17.3.1. Authentication credentials must be encrypted in transit using modern encryption methodologies.

17.3.2. Audit logs must be maintained and made available to the City of San Diego Cyber Security Team.

17.3.3. Administrative logins and actions must be monitored, log and sent the City's SIEM.

17.3.4. Access must be regularly audited on ███████████████ by the application owner.

17.3.5. User Access to applications shall follow the model of least privileged access

17.3.5.1. Users shall not have access that is higher than their responsibilities require.

17.3.5.2. Users shall not have access to data not required by work responsibilities.

17.3.5.3. When users change job roles, function or responsibilities their user access must be reviewed and changed to their new responsibilities.

17.3.5.4. Departments are responsible for notifying the City of San Diego Cyber Security Team and other stakeholders of changes to users' responsibilities, roles or functions ███████████████

17.3.6. Applications or Services are not permitted to connect directly to the ████ ████████████████████████████████████████████.

17.3.7. Simple authentication shall not be used with City applications or Services.

17.3.8. Web applications and Services must be authenticated ███████████████ ████████████████████████████████████████████████████ ███████████████

17.3.9. Services or Applications that are available outside of the City Internal Network that contain Protected data must have ███████████████████████████

17.3.10. Applications or Services that have Administrative activities that are accessible from outside of the City's internal network must require admin users ████ ███████████████

18. Service Accounts

18.1. Service accounts must have a documented owner and description.

18.1.1. The owner will be responsible for managing the account and will serve as the primary point of contact for the account.

18.1.2. The description should entail what the account will be used for.

18.2. Service accounts may only have a single application or service use.

18.3. Service accounts must not have the ability to perform interactive logins.

18.3.1. Service accounts must not have normal user login abilities enabled.

18.4. Service account passwords must expire every ███████.

18.5. Service accounts cannot have domain administrator permissions.

18.6. Service accounts must only be shared with users who are responsible for the account.

18.7. Service accounts must be audited ████████████████████

19. Key Management

19.1. Cryptographic keys (hereby referred to as "key" or "keys") and key access must be audited ████████████████

19.2. City access keys must be ██████████████ and maintained by the City of San Diego Cyber Security Team.

19.3. Key access must be logged and monitored.

19.4. Keys must have an expiration date that is no greater ███████████ from the creation date.

20. Security Awareness and Training

20.1. Cyber Security Training

20.1.1. Cyber Security training must be completed by all employees on an annual basis.

20.1.2. All employees must review and acknowledge Administrative Regulation 90.63 on an annual basis.

21. Application Software Security

21.1. Software Development Lifecycle

21.1.1. Production systems must have at least one mirrored non-production system.

21.1.2. Non-production and production environments must be logically separated.

21.1.3. Only system administrators may move software from non-production to production.

21.2. Software Updates

21.2.1. Software must be ████████████████████████ current security patch level.

21.2.2. Software patches labeled critical by the software vendor must ██████████████ ████████████

21.2.3. Applications must be built on a supported platform that receives regular security updates.

21.2.4. Software must be developed with modules, packages, APIs, SDKs, and/or libraries that receive regular security updates.

21.2.5. Software modules, packages, APIs, SDKs, and/or libraries must be updated ████████████████████████████.

21.2.6. Software must be able to run on ████████████████████████ the latest host operating system release version, web browser, firmware or workstation operating System.

22. Cloud Providers and Services

22.1. Cloud Service Solutions

22.1.1. Cloud tenants must be securely architected using industry standards.

22.1.2. Cloud solutions must rest on the City's standard tenant.

22.1.3. Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS) solutions must be proposed to and approved by the City of San Diego Cyber Security Team during planning and prior to being implemented.

22.1.3.1. Proposals must include documentation which shall be created and maintained by the proposing entity. At minimum, documentation should include the following information:

██████     ████████████
██████     ██████
██████     ███████
██████     █████████
██████     ████████████████
██████     ████████████

22.1.3.2. Modifications to documentation presented at time of proposal must be recorded and approved by the City of San Diego Cyber Security Team during planning and prior to being implemented.

22.1.4. The City of San Diego Cyber Security Team shall ██████████████████ ████████████████ to any cloud hosting services.

22.1.5. The City of San Diego Cyber Security Team shall receive and retain full read access to real-time logs of any PaaS or SaaS systems.

23. Incident Response and Management

23.1. Reporting Policies

23.1.1. User reports must be discrete and will be classified as Confidential data.

23.1.2. Users must comply and cooperate with the City of San Diego Cyber Security Team during an incident relevant to their system(s).

23.1.3. Any attempt to interfere with, prevent, obstruct or dissuade an employee or other user in their efforts to report potential security-related concerns is strictly prohibited.

23.1.4. Any attempt to destroy incident related materials is strictly prohibited.

23.2. User Responsibilities

23.2.1. Supervisors must report subordinates believed to be potential security risks to their Information Security Liaison and the City of San Diego Cyber Security Team in a timely manner.

23.2.2. Users must report theft, loss or unauthorized disclosure of City of San Diego Protected data to their Information Security Liaison and the City of San Diego Cyber Security Team in a timely manner.

23.2.3. Users must report unauthorized access to physical areas housing Protected data to their Information Security Liaison and the City of San Diego Cyber Security Team in a timely manner.

23.2.4. Users must report identified system flaws, misconfigurations or vulnerabilities to their Information Security Liaison and the City of San Diego Cyber Security Team immediately.

23.2.5. Users must report anomalous or suspicious activities to their Information Security Liaison and the City of San Diego Cyber Security Team immediately.

23.2.6. Users must report lost or stolen devices to their Information Security Liaison and the City of San Diego Cyber Security Team immediately.

23.2.7. Users must send suspicious emails as an attachment to ████ ████████████

23.2.8. Users found to be involved in or associated with incidents must retake the Cyber Security Training.

23.3. Incident Management

23.3.1. Incident information is classified as Confidential data and must be handled and protected as such.

23.3.1.1. Incident information is distributed at the sole discretion of the City of San Diego Cyber Security Team.

23.3.2. Incident priority levels are determined and modified at the sole discretion of the City of San Diego Cyber Security Team.

23.3.3. Incident management standard operating procedures must be reviewed ████
████████████████████

23.4. Incident Response Plan

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24. Compliance

24.1. Legal Requirements

24.1.1. The City shall conduct or cause to be conducted, ████████████, a formal compliance audit of the information security controls for those information and communications systems which are governed by state or federal laws or regulations.

24.1.2. City records and other information assets shall be protected from loss, destruction, tampering or falsification by following the City Clerk's policies and procedures, and applicable statutes, by implementing information security controls and measures commensurate with the security classification of such information.

24.1.3. By using City information systems, Individuals acknowledge that any information they store on City systems will be released to law enforcement when appropriate or when subpoenaed.

24.2. Compliance Policies

24.2.1. Policies relevant to specific compliance regulations shall be created and maintained in separate documents by the City of San Diego Cyber Security Team.

25. Segregation of Duties

25.1. The City of San Diego's Cyber Security Team will abide by a segregation of duties document stored ████

25.1.1. This document will be reviewed and approved by the CISO and CIO ████
████████████

26. References

26.1. External Resources

26.1.1. https://www.cisecurity.org/controls/

26.1.2. https://www.sans.org/security-resources/policies

26.2. <u>Internal Resources</u>

    26.2.1. ███████████████████████████████████

    26.2.2. https://www.sandiego.gov/humanresources/resources/ar

Appendices

## Appendix A – Security Objectives

| Objective | Definition | Effect |
|---|---|---|
| **Confidentiality** | Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information. | The unauthorized disclosure of information. |
| **Integrity** | Guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity. | The unauthorized modification or destruction of information. |
| **Availability** | Ensuring timely and reliable access to and use of information. | The disruption of access to or use of information or an information system. |

## Appendix B - Contacts

**Cyber Security Team**

| Role | Name | Email | Primary Phone |
|---|---|---|---|
| **Chief Information Security Officer** | Darren Bennett | ███████████████ | |
| **Deputy CISO** | | | |
| **Cyber Security Manager** | | | |
| **Cyber Security Engineer** | | | |
| **Cyber Security Engineer** | | | |
| **Cyber Security Compliance** | | | |
| **Cyber Operations Manager** | | | |
| **User Account Administrator** | | | |
| **Information Systems Analyst** | | | |

**ATTACHMENT C**

**SERVICE LEVEL REQUIREMENTS**

1. **Uptime Availability.** <Provider> warrants that the Hosted Service will be available to be accessed by the City at least 99.9% (Uptime) of each calendar month during the Service Period.

2. **Uptime Availability Remuneration.** Where <Provider> fails to meet the Uptime Service Level, then City is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

| Uptime Percentage in a full calendar month | Service Credit |
| --- | --- |
| 99.9% to 100% | No credit: Uptime is met. |
| 97% to 99.8% | 5% of the prorated monthly Subscription Fee for the Services |
| 95% to 96.9% | 7% of the prorated monthly Subscription Fee for the Services |
| 90% to 94.9% | 10% of the prorated monthly Subscription Fee for the Services |
| Less than 90% | 100% of the prorated monthly Subscription Fee for the Services |

3. **Service Credit Calculation.** Uptime Availability will be calculated monthly by <provider> and such calculation will be deemed binding on the parties in absence of manifest error. Uptime Availability is calculated based on the following formula:

   $UA = (T - M - D) / (T - M) \times 100\%$ where UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes and D = Downtime Minutes. When calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:
   a. Scheduled Maintenance;
   b. any of City's Content and Software;
   c. any unlawful, negligent or willful act or omission by City, City's Agents, contractors or invitees or any other person; and
   d. any Force Majeure event.

4. **Scheduled Maintenance.** <Provider> will provide 72 hours' notice of any upgrades that require platform down time of over one (1) hour. Scheduled Maintenance will occur only outside of the core City hours of 8am to 5pm PT.

5. **Hosting Facility Services.** <Provider> assumes all responsibility for the computing environment supporting the hosted applications.

6. **Operations and Monitoring.** Applications provided by the vendor are supported twenty-four (24) hours a day, seven (7) days a week by an automated and alert monitoring system.

7. **Application Administration.** Applications provided under this agreement will be the responsibility of <Provider>. <Provider> will own and manage the application, related databases, supporting computing hardware, and necessary operating systems.

8. **Application Recovery.** <Provider> will provide the following Recovery Services:
   - Hosting Infrastructure and environment recovery processes;
   - Application recovery processes; and
   - Offsite data backup storage and periodic testing of data backups

9. **Disaster Recovery.** <Provider> shall maintain and comply with a reasonable written Disaster Recovery Plan (DR Plan), setting forth the procedures for (a) keeping services functioning during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyber-terrorism, and other man-made disaster, including without limitation force majeure; and (b) restoring Service functionality promptly after a disaster. The DR Plan will include procedures no less protective than industry standard, and <Provider> shall update the DR Plan as the industry standard changes.

10. **Incident Management.** <Provider> provides Incident Management support for all application services covered by this Agreement. City will direct issues encountered with the services provided in this Agreement to an Incident Management or Customer Support contact as identified by <Provider>. Incidents will be assigned a priority level by the City based on the following criteria, and <Provider> shall use all commercially reasonable efforts to meet or exceed the following Service Level standards:

| Level | Description |
| --- | --- |
| **Priority Level 1 (P1)** | Mission critical City business process(s) unable to function – the <solution> is not functioning and there is no workaround that is acceptable to the City, thereby preventing a department or workgroup from performing a mission critical business function(s). |
| **Priority Level 2 (P2)** | Significant impact to Mission Critical City business process(s) – a major problem impedes the ability to perform mission critical business function(s) due to major functionality not working. A temporary workaround that is acceptable to the City is available. |
| **Priority Level 3 (P3)** | Not able to accomplish all functions – minor function(s) not working causing non-critical work to back up. |
| **Priority Level 4 (P4)** | Inconvenience – the <solution> is causing a minor disruption in the way tasks are performed, but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues – especially in constituent facing applications. |

| | Time to Respond | Response Credit | Time to Resolve | Resolution Credit |
| --- | --- | --- | --- | --- |
| **P1** | 100% responded to within 4 hours | 10% of prorated monthly Service Fees | 100% resolved within 24 hours | 15% of prorated monthly Service Fees |

| | | | | |
|---|---|---|---|---|
| **P2** | 100% responded to within 8 hours | 5% of prorated monthly Service Fees | 100% resolved within 48 hours | 10% of prorated monthly Service Fees |
| **P3** | 100% responded to within 24 hours | 3% of prorated monthly Service Fees | 100% resolved within 5 Business Days | 7% of prorated monthly Service Fees |
| **P4** | 100% responded to within 72 hours | 2% of prorated monthly Service Fees | 100% resolved within 15 Business Days | 5% of prorated monthly Service Fees |

11. **Hours of Support.** <Provider> will provide a designated support contact(s) 24 hours a day, Monday through Sunday.

12. **Recovery Point Objective.** In the event of a failover to a secondary data center, <Provider> will restore a copy of the City's data that is less than or equal to two (2) hours old at the time of service disruption.

13. **Recovery Time Objective.** The City will be able to resume service within four (4) hours after service disruption if a disaster incapacitates the primary data center.

14. **Support Method.** <Provider> should offer, at a minimum, an adequately staffed telephone support and E-mail support offering.

15. **Network Services.** <Provider> is responsible for providing adequate network infrastructure so as to meet the performance metrics specified in this Agreement. City is responsible for providing adequate internal network infrastructure so as to not affect the Vendor's ability to meet those performance metrics. City is responsible for the support, maintenance, and monitoring of the City's dedicated LAN and or WAN. Vendor bears no responsibility for performance and availability problems on networks within City's control.

16. **Periodic Reporting.** <Provider> will monitor and document its performance against the agreed Service Levels, and provide to the City a quarterly report demonstrating its performance against the agreed Service Level Requirement metrics, highlighting where any targets have been missed and providing to the City a Service Credit to the applicable value agreed when necessary.

17. **Termination for Service Levels Default.** For the avoidance of doubt, if <Provider> fails to meet its Service Levels on three (3) consecutive monthly reporting periods, or fails to meet its Service Levels on four (4) monthly reporting periods through the course of a rolling twelve (12) month period then City will consider that <Provider> is failing to satisfactorily perform its Service Levels and may exercise its rights to terminate the Agreement for default.

**The City of**
**SAN DIEGO**
**ENVIRONMENTAL SERVICES DEPARTMENT**

# Miramar Landfill & Greenery Processing Fee Schedule
# Effective July 1, 2023

This Fee Schedule for the Disposal of waste at the Miramar Landfill (Landfill) and Processing of material at the Miramar Greenery (Greenery) was established in accordance with San Diego Municipal Code (SDMC) sections 66.0124 through 66.0129 and ratified by the City Council. Defined terms are capitalized, and definitions can be found in Section R of this document.

All users of the Miramar Landfill or Miramar Greenery shall pay the following fees as applicable:

## Fee Schedule

### A. Flat Rates – Disposal & Greenery Processing Fees

| Vehicle Tier | Origin | General Refuse | Special Handling | C&D Debris | Food Material | Green Material | Fibrous Greens | Clean Wood |
|---|---|---|---|---|---|---|---|---|
| 1 | City Waste | $57 | $81 | $81 | $54 | $36 | $54 | $18 |
| 1 | Non-City Waste | $67 | $91 | $91 | $54 | $36 | $54 | $18 |
| 2 | City Waste | $113 | $154 | $257 | $116 | $77 | $116 | $39 |
| 2 | Non-City Waste | $121 | $166 | $279 | $116 | $77 | $116 | $39 |
| 3 | City Waste | $492 | $673 | $1,124 | $360 | $240 | $360 | $120 |
| 3 | Non-City Waste | $530 | $730 | $,1229 | $360 | $240 | $360 | $120 |

- *See Section N for additional information.*
- *See Section R for definitions.*
- *Flat rates include AB 939 Recycling Fee and Refuse Collectors Business Tax (RCBT) when applicable.*
- *Vehicles without a tare weight on file will be charged a flat rate.*

### B. Weighed Loads – Standard Disposal & Greenery Processing Fees (per ton)

| Origin | General Refuse | Special Handling | C&D Debris | Food Material | Green Material | Fibrous Greens | Clean Wood |
|---|---|---|---|---|---|---|---|
| City Waste | $58 | $87 | $160 | $78 | $52 | $78 | $26 |
| Non-City Waste | $64 | $96 | $176 | $78 | $52 | $78 | $26 |

- *See Section O for additional information.*

**ENVIRONMENTAL SERVICES DEPARTMENT**

- *The applicable AB 939 Recycling Fee will be charged in addition to the applicable Disposal or Processing fee. See Section I.*
- *The applicable RCBT will be charged in addition to the applicable Disposal or Processing fee. See Section J.*

## C. Weighed Loads – Disposal & Greenery Processing Fees for City Franchisees and City Forces (per ton)

The following weighed load Disposal and Processing fees apply to City Franchisees and City Forces.

| Hauler | General Refuse | Special Handling | C&D Debris | Food Material | Green Material | Fibrous Greens | Clean Wood |
|---|---|---|---|---|---|---|---|
| City Forces | $53 | $80 | $146 | $78 | $52 | $78 | $26 |
| Franchise Haulers – City Waste | $53 | $80 | $146 | $78 | $52 | $78 | $26 |

- *See Section P for additional information.*

Transfer Station loads and City Certified Mixed C&D Processing Facility residue loads, containing both City Waste and Non-City Waste, that are delivered directly to the Landfill from the station or facility in transfer trailers may be eligible for the Franchise Haulers City Waste rate for the portion of waste that is City Waste.

## D. Fees for Clean Fill Dirt

The Landfill may accept Clean Fill Dirt for landfill operational needs at the City's sole discretion. Clean Fill Dirt is accepted Monday – Friday from 7 a.m. to 4 p.m. and must be delivered in approved commercial self-dumping trucks and unloaded in the designated area as directed by City staff. Clean Fill will only be accepted in compliance with the Clean Fill Dirt Program (CFDP) Terms and Conditions. An application to use the CFDP must be completed, submitted, and approved by the City prior to transporting CFDP fill material to the Landfill. The CFDP Terms and Conditions and CFDP Application can be accessed on the Environmental Services Department's website.

All loads of clean fill material are subject to inspection. Loads that do not meet the CFDP Terms and Conditions will be rejected. Administrative fees, including a False Declaration administrative fee, will be assessed to recover all costs incurred by the City for managing contaminated or unsuitable soil. Repeat offenders will be subject to escalating penalties and restrictions, up to and including, a prohibition from using the CFDP.

A fee will be assessed on each load of Clean Fill Dirt delivered to the Landfill. For current per load fees ask fee booth attendant. The Mayor or designee is authorized to adjust the fee based on the following factors:
1. The supply of clean fill matches the actual needs at the Landfill ensuring there is an adequate flow of material without excess; and
2. The fee is consistent with the Disposal fees charged for acceptance of Clean Fill Dirt at other regional clean fill Disposal sites based on a price survey

conducted annually or on an as-needed basis.

(See City Council Resolution No. R-307833, adopted November 19, 2012, and Report to Council No. 12-104 dated September 10, 2012.)

## E. Sale of Greenery Commodities

Green Materials are Processed at the Greenery to produce a variety of landscape products including mulch, wood chips, and compost which are for sale to the public. Per City Council Resolution No. 303201 adopted December 5, 2007, the City Council authorized the Mayor or designee to adjust prices for Greenery commodities by taking into account the Greenery Program goals and other factors as set forth in Report to Council No. 07-170 dated October 19, 2007. Current Greenery commodity prices are posted on the Environmental Services Department's website.

## F. Navy Disposal Fee Exemption

Loads consisting of 100% waste generated at United States Navy (Navy) installations or facilities located within or near the boundaries of the City of San Diego and which meet the requirements in the Waste Management Regulations for free disposal (Navy Waste) which are delivered directly to the Landfill for Disposal will be exempt from Disposal fees in accordance with the 1995 Miramar Landfill Ground Lease between the Navy and the City. Navy waste Disposal fee exemptions must be pre-approved by the City. The Navy waste Disposal fee exemption does not apply to any otherwise applicable fees such as administrative fees found in Section K of this document. Haulers are responsible for payment of such fees.

## G. Other Exemptions

SDMC section 66.0129(e) authorizes the Mayor, through resolution of the City Council, to establish discounts or exemptions from the payment of Disposal fees for certain City Waste. The Mayor has established the following fee exemption:
1. Waste generated by non-profit or for-profit charitable organizations or civic groups as part of a City approved anti-litter or community cleanup campaign undertaken within the City.

## H. Alternative Flat Fees for Weighed Load Vehicles

In the event the Landfill scales or computer systems are inoperative, alternative flat fees shall be charged. Fees shall be based on the average recorded weight of loads for each category of vehicle or container multiplied by the applicable Disposal or Processing fee plus the AB 939 Fee and RCBT as applicable.

## I. AB 939 Recycling Fee

As authorized by SDMC section 66.0134 and City Council Resolution No. 310705 adopted October 13, 2016, the AB 939 Recycling Fee is applicable to all waste Disposed of at the Landfill. This fee allows the City to partially recover the costs associated with preparing,

adopting, and implementing the Integrated Waste Management Plan required by Division 30 of the California Public Resources Code.

In addition to all other applicable fees, the AB 939 Recycling Fee is collected at the time of entry to the Landfill, except from City Franchisees who pay the fee in conjunction with their regularly scheduled franchise fee payments in accordance with their franchise agreements.

## J. Refuse Collector Business Tax (RCBT)

As authorized by SDMC section 31.0306, the RCBT is applicable to certain loads of refuse delivered to the Landfill for Disposal. There are some exemptions such as City Forces, City Franchisees, governmental agencies engaged in the collection, transportation, or Disposal of General Refuse within the City, persons other than refuse collectors who dispose of less than two (2) tons of refuse per vehicle per trip, persons who deposit refuse generated from a City–approved community cleanup campaign.

In addition to all other applicable fees, the RCBT is collected at the time of entry to the Landfill.

## K. Administrative Fees

Administrative fees are in addition to all other fees and are designed to recover the costs associated with services provided by administrative, technical or support staff. More than one administrative fee may apply to a single load.

| Administrative Fees Description | Amount |
|---|---|
| **Clean-Up Fees**<br>For the clean-up of any material disposed of in an inappropriate area, the customer may be given the option to perform the cleanup, if safe, or to pay staff to perform the clean-up at the City's sole discretion. The customer is also responsible for payment of additional costs incurred by the City including, but not limited to, investigations, fees, or fines by the City or outside agencies, etc. These costs will be billed to the customer in accordance with the City's hourly labor charge for the County Department of Environmental Health regulatory agency and this Fee Schedule. | $83 per hour or part thereof; $83 minimum fee |
| **False Declaration**<br>Any customer misrepresenting the composition, origin, or generator of a load delivered to the Landfill will be assessed a fee that is twice the standard Disposal or Processing fee for the waste. | Minimum Fee: $50 |
| **Manifest Processing Fees**<br>  1.  Any load requiring approval of a manifest prior to Disposal (pre-approved loads)<br>  2.  Shredded or chopped tire manifests<br>  3.  Temporary Manifesting (if includes unacceptable waste) | $83 per load<br><br>$67 per load |

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| Administrative Fees Description | Amount |
|---|---|
| | $83 per load; in addition, customer will be responsible for paying costs incurred by the City for managing the proper Disposal of the waste. |
| **Processing Fees**<br>1. Returned checks<br>2. Notice of Violation handling fee<br>3. Special processing of accounts<br>4. Additional copies of Landfill tickets or reports | <br>$25 each<br>$25 each<br>$10 per transaction<br>$15 each |
| **Stand-by Fees**<br>1. Loads requiring oversight for safety, health, or operational reasons<br>2. Oversight of customers searching for lost items | <br>$83 per load<br><br>$83 per hour or part thereof |
| **Unacceptable Waste Disposal**<br>Any customer disposing of unacceptable waste anywhere in the Landfill will be assessed a fee equal to all costs incurred by the City in managing the unacceptable waste including, but not limited to, costs associated with segregating, inspecting, classifying, manifesting, analytical testing, handling, storage, removal, packaging, transporting, and Disposal of the unacceptable waste. In addition, the City will pass through to the customer the costs the City is billed by other regulatory agencies regarding the unacceptable waste, such as fees for the identification, hazard categorization, investigation, packaging, and clean-up of unacceptable waste (does not include Disposal fees) AND the City will charge its standard hourly rate for City staff time spent handling that billing. Fees for unacceptable waste are waste dependent and will be assessed for all City costs and materials in addition to applicable Disposal fees. | Customer will be responsible for paying all costs incurred by the City for managing unacceptable waste, in addition to any enforcement action taken by an outside agency. |
| **Uncovered Loads**<br>Any vehicle | <br>$50 per load |

## L. Standard Disposal Fee Adjustments for Government Fees

The standard Disposal and Greenery Processing fees in this Fee Schedule may be adjusted as necessary by the Mayor or designee to compensate for increases or decreases in mandatory fees or charges (including new fees or the elimination of existing fees) imposed by Federal, State and/or Local Agencies on waste Disposed of in the Landfill or on materials Processed in the Greenery. Such fee adjustments are rounded up to the nearest whole dollar. (City Council Resolution No. 304851 adpoted May 4, 2009)

## M. Automatic Annual Consumer Price Index (CPI) Adjustments

Per prior City Council resolutions, Disposal fees, Processing fees, AB 939 Fees, and Administrative Fees are subject to automatic adjustments each July 1st, based on the annual change in the Consumer Price Index (CPI) and rounded up to the nearest whole dollar, using the following formula:

Existing Fee x CPI* Change = New Fee.

*CPI refers to the index for all Urban Consumers, Los Angeles/Riverside/Orange County as published by the United States Department of Labor Statistics in the publication *Consumer Price Indices.* For purposes of the above formula, the CPI Change is based on the change in the CPI from February of the prior year to February of the year the adjustment is being made. For purposes of the above formula, the CPI Change is expressed as a percentage. For example, a 2% increase in the CPI from February 2019 to February 2020 will be stated as 102%. If the CPI is no longer published, or is otherwise unavailable, then a new index or appropriate benchmark will be applied upon City Council approval.

(See City Council Resolutions No. R-303201 dated Dec. 5, 2007, R-307833 and R-307834 dated Nov. 19, 2012, and R-310705 dated Oct. 13, 2016.)

## N. Flat Rates – Disposal & Greenery Processing Fees (Section A)

1. Flat rate fees are based on the weighted average tonnage for each Vehicle Tier multiplied by the applicable fee per ton and rounded to the nearest dollar.
2. Flat rate Disposal fees for all loads include a prorated AB 939 Fee.
3. Flat rate Disposal fees for all commercial loads in Vehicle Tier 1 and Vehicle Tier 2, and all loads in Vehicle Tier 3 include a prorated RCBT.
4. C&D Debris is charged at 1.5 times the General Refuse rate for Vehicle Tier 1, and 2.75 times the General Refuse rate for Vehicle Tier 2 and Vehicle Tier 3.
5. Special Handling Waste is charged at 1.5 times the General Refuse rate.
6. Fibrous Greens and Food Material are charged at 1.5 times the applicable Green Material rate.
7. Clean Wood is charged at 0.5 times the applicable Green Material rate.
8. Rates for Green Material, Clean Wood or Fibrous Greens, including exemption from AB 939 Fees and RCBT, apply only to loads source separated to 90% of a single material type and accepted at the Greenery for Processing. Mixed Green Material, Clean Wood or Fibrous Greens loads not separated to 90% of a single material type or not accepted at the Greenery for Processing will be charged the applicable General Refuse rate.

## O. Weighed Loads – Standard Disposal & Greenery Processing Fees (Section B)

1. Disposal loads are subject to AB 939 Fees and RCBT, in addition to the standard Disposal fees.
2. C&D Debris is charged at 2.75 times the applicable General Refuse rate. 20 cubic yard (CY) open top roll off box loads are presumed to contain C&D Debris unless customer declares otherwise, and City staff confirms through a visual inspection.

3. Special Handling Waste is charged at 1.5 times the applicable General Refuse rate. Open top roll off boxes, 30 CY or larger, except Green Material loads, will be charged at Special Handling Waste rate or C&D Debris rate when appropriate.
4. Fibrous Greens and Food Material are charged at 1.5 times the applicable Green Material rate.
5. Clean Wood is charged at 0.5 times the applicable Green Material rate.
6. Rates for Green Material, Clean Wood, or Fibrous Greens, including exemption from the AB 939 Fee and RCBT, apply only to loads source separated to 90% of a single material type and accepted at the Greenery for Processing. Mixed Green Material or Clean Wood loads not separated to 90% of a single material type or not accepted at the Greenery for Processing will be charged the applicable General Refuse rate.

## P. Weighed Loads - Disposal & Greenery Processing Fees for City Franchisees and City Forces (Section C)

1. Disposal loads are subject to AB 939 Fees, in addition to the standard Disposal fees.
2. C&D Debris is charged at 2.75 times the applicable General Refuse rate. 20 CY open top roll off box loads are presumed to contain C&D Debris unless customer declares otherwise, and City staff confirms through a visual inspection.
3. Special Handling Waste is charged at 1.5 times the applicable General Refuse rate. Open top roll off boxes, 30 CY or larger, except Green Material loads, will be charged at Special Handling Waste rate when appropriate.
4. Fibrous Greens and Food Material are charged at 1.5 times the applicable Green Material rate.
5. Clean Wood is charged at 0.5 times the applicable Green Material rate.
6. Rates for Green Material, Clean Wood or Fibrous Greens, including exemption from the AB 939 Fee, apply only to loads source separated to 90% of a single material type and accepted at the Greenery for Processing. City Franchisees remain subject to the AB 939 Fee on such loads, unless the Green Material, Clean Wood or Fibrous Greens qualifies as Recyclable Material that is excluded from the franchise requirements under SDMC section 66.0109(c). Mixed Green Material, Clean Wood or Fibrous Greens loads not separated to 90% of a single material type or not accepted at the Greenery for Processing will be charged the applicable General Refuse rate.

## Q. Appeal Process

Any customer wishing to dispute the applicable fees may submit a Fee Appeal Form, available on the Environmental Services Department's website. Appeals must be filed within thirty (30) calendar days of the register receipt date.

## R. Definitions

For the purposes of this Fee Schedule, the following definitions shall apply:

1. City Franchisee means any person or entity who holds a valid, unrevoked, and unexpired City-granted, non-exclusive franchise to operate on public property within the City as a non-exclusive enterprise for the collection and subsequent transfer, transportation, and Disposal or recycling of solid waste.

2. City Waste means a load containing only waste generated within the corporate limits of the City of San Diego.

3. Clean Fill Dirt means soil that has been pre-approved through the Clean Fill Dirt application process and meets the program requirements for use as cover material at the Landfill. Clean Fill Dirt is uncontaminated (not classified as a hazardous or designated waste and not contaminated with volatile organic compounds, semi-volatile organic compounds, PCBs, or pesticides) and does not contain any concrete, asphalt, trash, organic debris, shot rock, or rocks/chunks larger than six (6) inches.

4. Clean Wood means source separated clean unpainted lumber, plywood, pallets, wood blocks, tree trunks, tree rounds, leaf free limbs and wood shavings of a size appropriate for chipping, mulching and/or composting. Clean wood **excludes** chip board, particle board, and chemically treated or painted lumber or shingles.

5. Construction and Demolition Debris (C&D Debris) is waste building material, packaging, and rubble resulting from construction, remodeling, repair, alteration, and/or demolition operations on pavements, houses, commercial buildings, and other structures; may include, but is not limited to, concrete, asphalt, wood, metals, flooring, dirt, rock, bricks, dry wall, wall to wall carpet, fencing, and other inert wastes.

6. Disposal means the final disposition of any solid waste at a permitted landfill or other permitted facility.

7. Fibrous Greens means palm trees, palm fronds, succulents, pampas grass, coral trees, birds of paradise, banana tree trunks or fronds, ice plant, or other similar plant materials.

8. Food Material means materials originally acquired for animal or human consumption, source separated from the waste stream. Food Material includes materials from food facilities as defined in Health and Safety Code Section 113789 including, but not limited to, grocery stores, restaurants, cafeterias, and from food facilities at schools, colleges, military facilities, hospitals, jails, and prisons. Food Material does not include "agricultural material" as defined in Title 14 CCR Section 17852(a)(5).

9. General Refuse means any mixture of putrescible and non-putrescible solid and semi-solid wastes, including garbage, trash, and industrial or commercial solid and semi-solid waste destined for Disposal sites.

10. Green Material means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination. Green Material includes, but is not limited to, yard trimmings, manure, untreated wood wastes, paper products, and natural fiber products. Green Material does not include Food Material, treated wood waste, mixed demolition, or mixed construction debris.

11. Non-City Waste means a load containing any quantity of waste generated outside the corporate limits of the City of San Diego.

12. Processing or Processed means the physical, mechanical, chemical, biological or other treatment, transformation or conversion of Solid Waste or Recyclable Material.

13. Recyclable Material means residential, commercial, or industrial source separated byproducts of some potential economic value, set aside, handled, packaged, or offered for collection in any manner different from General Refuse.

14. Special Handling Waste means any waste which is bulky, dense, or oversized that requires special attention, observation during Disposal, or presents handling difficulties during Disposal operations. Storm drain channel debris is considered a Special Handling Waste.

15. Vehicle Tier 1 includes passenger vehicles such as cars, station wagons, crossovers, SUVs, mini vans, cargo vans, pickup trucks and modified pickup trucks; and trailers up to 9' in length with no load in vehicle.

16. Vehicle Tier 2 includes combination of passenger vehicle and trailer, combination of pickup truck and trailer, combination of modified pickup truck and trailer, with loads in both the vehicle and trailer; Box Truck; medium heavy truck and heavy truck; and trailers over 9' in length with no load in vehicle.

17. Vehicle Tier 3 includes City Pup, Drag-on Tractor, End Trailer, Semi/End Dump, 3 Axle Truck, Open Top or Compactor Container, Rail Truck, Roll-off Container, Packer.