

This Contract Number *CT-299-11010639* for software acquisition, installation, and implementation of a *Landfill Fee Collection Accounting System*, hereinafter referred to as ("Contract") is effective **April 19, 2011** by and between the County of Orange, a political subdivision of the State of California (the "County") and **Paradigm Software, L.L.C.** ("Contractor"), with a place of business at 10944 Beaver Dam Road, Hunt Valley, Maryland 21030. County and Contractor are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) for a Landfill Fee Collection Accounting System; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract with Contractor to provide software, installation, and implementation of a Landfill Fee Collection Accounting System; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Work:** The Scope of Work for this Contract is attached hereto as Exhibit A.
2. **Pricing:** The Contract price, as specified in Exhibit B hereto, includes full compensation for providing all services performed provided under this Contract.
3. **Invoicing/Payment:** All invoicing and payment for software, installation, and implementation services performed under this Contract shall be as specified in Exhibit B, hereto.
4. **Contract Term:** The Term of this Contract shall commence on **April 19, 2011** and shall remain effective until final completion and County acceptance, unless otherwise extended as provided herein. Permitted extensions of the Term as provided in this article shall not result in any change in any other term, condition or provision of this Contract.
5. **Entire Contract:** This Contract, including Exhibits A-B and their attachments, which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein. This Contract includes the following Attachments that are incorporated by this reference:

Attachment 1 Child Support Enforcement Requirements
Attachment 2 Paradigm Software, L.L.C. License Terms and Warranty Agreement
Attachment 3 Paradigm Software, L.L.C. Support Services Terms and Conditions Agreement
6. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties.

7. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

8. **Appropriation/Contingency of Funds:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the Term of this Contract. If such appropriations are not approved, the Contract will be immediately terminated without penalty to the County.

9. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein does not include California state sales or use tax.

10. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work.

11. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.

12. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

13. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination laws or regulations including but not limited to Section 1720 et seq. of the California Labor Code.

14. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction at no charge to County.

16. **Warranty:** Contractor's warranty provisions are located in the Paradigm Software, LLC Terms and Warranty Agreement and Support Services Terms and Conditions Agreement, Attachment 2 and Attachment 3, respectively.

17. **Patent/Copyright Materials/Proprietary Infringement:** Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in section [19] below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

18. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of section [19] below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

19. **Indemnification/Insurance:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Insurance Provisions

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$3,000,000 per claims made or per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$3,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interest's clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by the agency/department purchasing division, award may be made to the next qualified contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

20. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

21. **Contractor Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract to the County. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract. Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.

22. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

23. **Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

24. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County and the Contractor will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

25. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

26. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

27. **Source Code:** The County has previously entered into an escrow agreement governing the right of the County to access the Source Code for the Landfill Fee Collection System. The escrow agreement shall include this Landfill Fee Collection Accounting System and is intended by the Parties to govern the rights and obligations of the Parties concerning the right of the County to access the Landfill Fee Collection Accounting System source code. The source code shall be updated on an annual basis as changes are made to the code beginning with the request for first payment. The source code for this software shall be added to the escrow account currently open between the Parties, with no additional funding required for this account.

28. **Records:** The Contractor shall keep an accurate record of time expended by Contractor and the subcontractors working for Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the Contract at reasonable times.

29. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

30. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as

necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

31. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractor's and third parties associated with accomplishing services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County. The County Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

32. **Disputes:** If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by the Contractor and the County's Project Manager, such matter shall be brought to the attention of the County's Purchasing Agent or his designee. If agreement cannot be reached through this application, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction. The County and the Contractor agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract, which are not affected by the dispute.

33. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause is defined as any breach of this Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

34. **Breach of Contract:** The failure of the Contractor to comply with any of the terms, provisions, covenants or conditions of this Contract shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and/or
- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and/or
- c. Terminate the Contract immediately, without penalty to the County.

35. **Default:** In case of default by the Contractor, the County may procure service from other sources and if the cost is higher, the Contractor will be held responsible to pay the County the difference between the cost under this Contract and the price paid. The prices paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under law.

36. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of this Contract. In addition, each Party will assist the other Party in orderly

termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

37. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

38. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

39. **Force Majeure:** Contractor shall not be in breach of this Contract during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

40. **Declared Emergency:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the contract number.

41. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Name:	Paradigm Software, L.L.C.
	Address:	10944 Beaver Dam Road, Ste. C Hunt Valley, MD 21030-2255
	Attn.:	Jackie W. Barlow, II
	Title:	Vice President
	Phone:	410-329-1300
	Fax:	410-329-1885
	Email:	jackieb@paradigmsoftware.com

For County:	Name:	OC Waste & Recycling
	Address:	300 N. Flower St., Ste. 400 Santa Ana, CA 92703
	Attn:	Diane Dodson
	Title:	Purchasing Manager
	Phone:	714-834-4145
	Fax:	714-834-4136
	Email:	diane.dodson@ocwr.ocgov.com

42. **County Child Support Enforcement:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract. [Reference Attachment 1.]

43. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

45. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

46. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

47. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

48. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

49. **Waiver of Jury Trial:** To the extent enforceable under California law, each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

50. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

51. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

PARADIGM SOFTWARE, L.L.C.*:

Philip Weglein President
Print Name Title

Philip Weglein 2/28/11
Signature Date

Jackie W. Barlow II Vice President
Print Name Title

J. W. Barlow II 28 FEB 11
Signature Date

* Unless otherwise demonstrated that the person(s) executing this Contract on behalf of Contractor has the requisite authority to legally obligate and bind Contractor, if the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

County of Orange, a political
subdivision of the State of California

Print Name Title

Signature Date

Approved by Board of Supervisors on: Date _____

APPROVED AS TO FORM:

Christopher J. Miller
Christopher Miller
Senior Deputy County Counsel

ATTACHMENT 1

County of Orange Child Support Enforcement Certification Requirements

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the successful Contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract."

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

The successful Contractor may use the forms supplied herein, to furnish required information listed above.

County of Orange Child Support Enforcement
Certification Requirements
(Blank Form)

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

“I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.”

Authorized Signature Print Name Title

ATTACHMENT 2

Paradigm Software, L.L.C. License Terms and Warranty Agreement

GRANT OF LICENSE. Subject to the terms and conditions set forth in this Agreement, and effective upon installation, Paradigm Software, L.L.C. (Paradigm) hereby grants to County, and County hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy of object code version of the Software and one (1) printed copy of Paradigm's current, standard user manuals and training materials ("Documentation"). Paradigm reserves all rights, privileges and interests not expressly granted to County, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.

LICENSE TERM AND RENEWAL. The term of the license herein granted commencing with the date of acceptance of this Software License Agreement by Paradigm, and shall be coterminous with the CompuWeigh™ System license, unless terminated earlier as provided herein. If County is not in default under this Agreement or any other agreement with Paradigm and is currently covered under a valid Paradigm Standard Support Services Agreement, the term of this license shall be renewed with the Agreement for the CompuWeigh™ System.

SCOPE OF LICENSE. A single, executable copy of the object code version of the Software may be used by County for testing purposes and for processing of data, but such data shall be strictly limited to data of County created or used in the connection with County. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. County shall not modify or sublicense the Software or the Documentation. The Software may be installed only on the computer or computers described on the Hardware Schedule or on any temporary substitution, and may not be used with more than the number of terminals indicated in the block on the front side of this Agreement. Paradigm shall provide County with a single, back-up copy of the Software, which County shall keep in a secure location reasonably approved by Paradigm in advance. County shall place on all copies of the Software any notice, including, copyright notice, requested by Paradigm.

SOFTWARE TITLE AND OWNERSHIP. Paradigm is and shall be the exclusive owner or sub-licensor, as appropriate, of the Software, the Documentation and all associated materials provided to County, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by Paradigm on loan during the term of the license granted pursuant to this Agreement. County shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of County purporting to create such a claim, lien or encumbrance shall be void. County hereby assigns to Paradigm all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by Paradigm, and shall execute all documents and instruments reasonably requested by Paradigm to effectuate such assignment. County agrees that the Software, Documentation and related materials, techniques and procedures furnished by Paradigm to County hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Paradigm or its supplier(s), as appropriate. County shall not create or attempt to create, by de-compilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by Paradigm. County shall not disclose, divulge or communicate to any person (including contractors and consultants), except to County's employees (but then only to the extent necessary for operation of the Software) the Software or

Documentation. Documents created by Contractor on the County's behalf or by the County itself to assist in installation or operation of the software, which are not a part of the Company's Literature, manuals or any other copyrighted materials will become a property of the County. None of the documents or information from reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

PARADIGM SHALL NOT BE LIABLE TO COUNTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER BASED UPON A CLAIM OR ACTION OF 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. In no instance shall the limitation of liability impair the County's ability to seek remedy for damages through the Contractor's insurance carrier for the full amount of insurance policy limits and coverage.

LIMITED WARRANTY. Paradigm does not warrant that the Software or the Documentation is free of errors or defects or that it meets County's requirements beyond those identified in this agreement. Paradigm warrants only that the Software will adequately perform functions substantially as described in this agreement, the Attachments, Exhibits and the current edition of manuals pertaining to the use of the Software distributed or published by Paradigm ("Documentation") for a warranty period of twelve (12) Months from the date of Software acceptance by the County, when operated as recommended. Paradigm will design, code, check out and deliver promptly amendments or alterations to Software necessary to remedy or avoid any programming error present at the time of Software delivery which causes the Software to fail to perform as warranted above. County shall allow Software access to Paradigm through dedicated remote communications for this purpose. During the first sixty (60) days, the foregoing is County's sole and exclusive remedy, and Paradigm's sole and exclusive obligation, for breach of this limited warranty. Thereafter, it is limited solely to the remedies contained in the System Implementation Agreement. This limited warranty is contingent upon County's report made in accordance with reasonable received not later than seven (7) days after the end of the twelve (12) Months warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. Paradigm makes no warranty as to the Hardware and all products not manufactured by Paradigm, except to the extent that the Paradigm recommended hardware and products will work with Paradigm Software. However County shall have the benefit of all standard warranties of the Hardware manufacturer.

COUNTY ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LICENSE TERMINATION. The obligations of Paradigm under this Agreement and the license herein granted shall terminate at the option of Paradigm upon the failure of County to make any payment when due, or upon the failure of County to perform or observe any covenant or obligation set forth in this Agreement, provided Paradigm has given County thirty (30) days prior written notice, and County has failed to pay the amount due, or to cure such failure, within such time. Upon any termination of this Agreement or the license granted hereunder, County shall cease using the Software and shall return to Paradigm, or at Paradigm's option destroy, the original and all copies of the Software, the Documentation and any other materials provided by Paradigm, the obligations of County set forth in the paragraphs entitled "License Scope," "License Title and Ownership" and shall continue in full force and effect upon any termination of

this Agreement. Paradigm's rights of repossession may be enforced by software disablement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT, THE HARDWARE OR THE SOFTWARE, SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY COUNTY FOR SOFTWARE LICENSE FEES PURSUANT TO THIS AGREEMENT, LESS A PRO RATA ABATEMENT OF SUCH FEES FOR EACH FULL OR PARTIAL MONTH OF THE FIRST ONE HUNDRED TWENTY (120) MONTHS FOLLOWING THE DATE OF ACCEPTANCE BY THE COUNTY AS DEFINED HEREIN.

COUNTY UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH HEREIN. BY SIGNING WHERE INDICATED, COUNTY ACCEPTS THESE TERMS AND AFFIRMS IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS AGREEMENT.

ATTACHMENT 3

Support Services Terms and Conditions Agreement

TERMS AND CONDITIONS

COVERAGE. The computer programs eligible for Standard Support Services (as defined below) are those programs described on the Software Support Schedule set forth on the Software Support Schedule, or attached hereto, as updated with all current amendments, alterations, enhancements, improvements and updates furnished to County under warranty and Standard Support Services (the "Software"). Standard Support Services shall be rendered only to the currently supported version of Software running with the applicable operating system version supported by Paradigm.

TERM AND RENEWAL. Provided payment has been made as required herein, the term of this Agreement commences on the date specified on the Software Support Agreement, and shall be coterminous with the CompuWeigh™ System Support Service Agreement. It will renew upon mutual written consent as a part of the Software Support Agreement for the CompuWeigh™ System, unless either Paradigm or County gives written notice to the other of intention not to renew at least sixty (60) days prior to the commencement of any renewal term. The cost of the Software Support Service Agreement will be at the rate mutually agreed upon between Paradigm and the County.

STANDARD SUPPORT SERVICES. During the term of this Agreement, Paradigm will provide to County its Standard Support Services described in this paragraph. Paradigm will provide technical services to design, code, check out and deliver for County's use subject to the license granted to County under the System Implementation Agreement, amendments or alterations of the Software necessary to correct or provide a solution to any programming error attributable to Paradigm which caused the Software not to perform all functions substantially as described in the current, standard editions of manuals delivered to County by Paradigm pertaining to the use of the Software (the "Documentation"). Such services will be promptly provided after County has identified and notified Paradigm of any such error in accordance with Paradigm's reasonable reporting procedures as in effect from time to time. Paradigm will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 8:15 a.m. through 5:00 p.m. County's time on weekdays, except Paradigm holidays. For Standard Support Services, Paradigm will accept telephone calls during Standard Support Service hours only from one contact or alternate, designated by County in writing from time to time, in advance. Paradigm will charge on a time and materials basis, and County will pay such charges, for services in response to requests for consultation from any County contact not designated as set forth above. In addition, Paradigm will deliver to County, without any charge other than as specified on the Software Support Schedule, from time to time updates of the Software within the current version, which Paradigm elects to include under its Standard Support Services program and does not market separately to Standard Support Services customers generally. Contractor shall provide on-going technical support and software maintenance, and training as deemed necessary by the OC Waste & Recycling Contract Administrator or their designee. The support agreement covers all in-version software updates to be provided to OC Waste & Recycling as released. When deemed necessary by the OC Waste & Recycling Contract Administrator, Contractor will provide on-site support on a time and materials basis.

COUNTY RESPONSIBILITIES. County agrees to test, and if operable, accept and use all updates, amendments and alterations to the Software furnished to County hereunder and to install and maintain for the duration of this Agreement a modem and associated dialup telephone line. County shall allow Paradigm continuous access to the Software via this connection or Terminal Services for the purpose of providing Standard Support Services and will pay all telephone line use charges. County will provide Paradigm with dumps as requested, and with sufficient support and test time on County's computer system to duplicate any

conditions or problems identified by County or Paradigm.

CHARGES. The annual fee for Standard Support Services is as set forth herein, payable annually in advance. Contractor shall provide warranty/maintenance support for a period of one year from the date of go-live of all software code at the time of acceptance for a cost of \$7,500.00. Any uncontested charges left unpaid beyond 90 days may be considered a breach of this agreement. Prices and fees are exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and County agrees to pay any tax Paradigm may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of items purchased or licensed or any services rendered hereunder. If a certificate of exemption or similar document or proceeding is to be made in order to except the sale from sales or use tax liability, the County will obtain and pursue such certificate, document or proceeding. When deemed necessary by the OC Waste & Recycling Contract Administrator, Contractor will provide on-site support on a time and materials basis.

OTHER SERVICES. County agrees to pay Paradigm's charges for services not included in Standard Support Services, at Paradigm's rate provided herein. Investigation and research for County identified conditions determined by Paradigm not to be attributed to Paradigm programming errors are billable to County as such other services. This is provided, however, that Paradigm obtains written approval of the expected fees prior to beginning the services.

PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs or documentation as may be provided by Paradigm under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of Paradigm and shall be available for use by County under and subject to the license granted in the System Implementation Agreement. The System Implementation Agreement includes under its proprietary rights restrictions any such additional programming and documentation provided under this Agreement.

TERMINATION OF STANDARD SUPPORT SERVICES BY PARADIGM. In the event of a termination of County's license to use the Software due to County's default, this Agreement shall terminate immediately. Paradigm may terminate this Agreement in the event of default by County, including failure to pay the annual installment of the annual charge for Standard Support Services within thirty (30) days notice that the same is thirty (30) days or more delinquent.

COUNTY ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PARADIGM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, SAVINGS, OPPORTUNITY OR ADVANTAGE OF ANY KIND), WHETHER ARISING UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S LIABILITY FOR ANY CAUSE UNDER OR RELATING TO THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY COUNTY FOR STANDARD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE.

CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITATIONS OF

LIABILITY AND DAMAGES, WHICH ARE SET FORTH ON THE ATTACHED TERMS AND CONDITIONS. BY SIGNING WHERE INDICATED, COUNTY ACCEPTS THESE TERMS AND AFFIRMS IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS ATTACHMENT.

EXHIBIT A

SCOPE OF WORK

Landfill Fee Collection Accounting System For OC Waste & Recycling

1. BACKGROUND

The Contractor shall provide an accounts receivable system (AR system) capable of handling gross weight from loads with up to 6 different tare weights to compute the actual net weight while performing the transaction adjustment routine. The transaction adjustment routine shall be able to handle various control entries including, but not limited to, Transaction Type, Payment Type, Vehicle Type, Origin Type, Destination and Charge Type. Adjustments, administrative charges and debits must be handled through batch processing.

Currently landfill transactions are created within WeighStation and managed through CompuWeigh™ (Paradigm Software, LLC). The accounts receivable software package must maintain its own SQL database while using Microsoft Message Queue to send and receive transactional data to the landfill software SQL database.

2. HARDWARE PLATFORM REQUIREMENTS

Server Requirement

The server the AR system will be running on is a virtual server running Microsoft Server 2008 Standard Edition with Microsoft SQL Server 2008 as the database engine.

Workstation Requirement

The AR system must run on Microsoft Windows Vista Business or newer operating system. All workstations will have 4 GB of RAM running 2.66 GHz Intel Core 2 Duo processor with 40 GB hard drive. Microsoft Office 2007 will be running on each workstation.

3. SOFTWARE REQUIREMENTS

Activity Month/Period

The AR system shall track the activity period of all transactions (landfill, adjustments, miscellaneous administrative charges, miscellaneous credits and payments) being processed for a particular billing activity month. This field shall be in the format of YYMM as a text field (must retain leading zero), not as a date field (Example-June 2008 would be shown as 0806).

Activity Period Table

A table shall be in place for all transactions to use for verification of current activity period. Being that accounting is working from between one day to a couple of days in arrears, they will post adjustments, payments and various administrative charges to accounts during the first of the month for the prior month. This table will be used to ensure that the transactions are posted with the right date (not necessarily the

current date/activity period). The Supervisor, Audit Clerk or Administrator Groups will be the only staff that can update this table. Only one activity period shall be active for processing at any one time except during the end of month processing when for a few days the prior month's activity period along with the new activity period will be open. Once the Authorization to Proceed (See **System Balancing** below) has been given, only the new activity period will be open for transactions to be posted.

This table shall have at a minimum the following fields:

- Year
- Month
- Activity Period (YYMM in text format)
- Fiscal Year (YYYY – maintain leading zero)
- Active (Check Box – T/F)
- Historical (Check Box – T/F)

User Accountability

Each and every accounting transaction must have the user ID of the creator and the person that posted the transactions. This includes all debit and credit transactions. This also includes the creation, edit and post of all batches.

Accounts

OC Waste & Recycling currently has three types of accounts: Deferred Charge, Cash and No Charge, and an additional prepaid account type will be added to the current types of accounts. This additional account type will be handled throughout WeighStation and CompuWeigh™. These four different types of accounts will pass account information through MS Message Queues and interact with the landfill fee collection system.

The AR system shall handle parent and sub account relationship where one parent account can have one or more sub accounts. With this relationship, the AR system shall summarize and create a monthly billing statement based on the parent account thus generating only one bill. Data integrity rules shall be built into the AR system to prevent a parent account from being deleted when there are active sub accounts present.

In the AR system, a note field within the Account Edit will be able to accept unlimited notes with date and time stamp. User documents (PDF, DOC, etc.) shall also be accepted into the notes section along with a date and time stamp. While account notes must not be sent to the remote sites, a separate note field called WeighStation Notes is in place and needs to pass through MS Message Queue for WeighStation to send to each remote site. Account notes allow for date and time stamp of entries if user clicks the button, but it is not an item. This will become a lookup table that will have fields like Account Number, date of entry, Text (or File) and type of document (from a default listing).

Within the Account Edit screen, a field showing the date an account has been set to inactive. This field shall be viewable (non-editable) only. Only a Supervisor will be allowed to re-activate an account. If the account is re-activated, the date field shall become blank.

A method to identify Governmental accounts shall be included in the AR system. A simple check box within the accounts edit/table will be sufficient for identification purposes.

A security deposit early warning system shall be established within the AR system. This AR system shall warn the accounting staff of any accounts reaching a predefined threshold. To accomplish this, four fields will be added to the Account table (or sub-table). The first three fields have to do with the three different levels of threshold. The first warning level will send an email warning to the accounting staff only. The second level will need to send to the Second Level Security Threshold Email. A secondary email shall be sent to the email specified in the customer's account file, as well as the accounting staff. The field in the account edit shall be identified as Security Threshold Notification. The third level will send to the Third Level Security Threshold Email Address and to the accounting unit. Also, a secondary email shall be sent to the email specified in the customer's account file. With the third level email, for some accounts, automatic closure will be required. See **Automatic Closure of Accounts – Close to Security** section. Today this user group email for accounting is IWMD-AR. These three email addresses for accounting will be set within the General Accounting Option screen. The security deposit early warning system is for account numbers 1000 – 9900. Some accounts within this range do not have a required security deposit (i.e., governmental account, major accounts). Once the fields have been added, these fields will be populated as follows. The accounting staff will fine tune each customer as required based on size of load and amount of security on deposit.

1 st level:	70 %
2 nd level:	80 %
3 rd level:	90 %

Sixteen additional fields will be added to the accounts table or a tag table. These additional fields will be alpha/numeric up to eight characters each. They will be used on various reports for coding purpose only. The fields and sizes will be provided to the Contractor.

Security Deposit Management Table

A Security Deposit Management table is required to manage all of the different security deposits held by all charge accounts. This table does not need an independent user interface screen, but shall be accessed within the Account Edit screen either by using a tab or a popup screen (or both). A summary shall be created on a tab while using a popup screen to view the detail. Each account may have multiple active security types. While some accounts may have more than one active security type, some accounts may have a security type multiple times and/or multiple types of security. For example an account can have a Certificate of Deposit (CD) and a Bond while another account may only have two Bonds.

This table shall store the historical security deposit information which some accounts may have had in the past. While the screen within the account edit shall be defaulted to the field "InActive" = False (or Active =True), it will have an option box to display all records with the optional activity period.

Reports will need to be created for this table in combination with the accounts table. See the report section.

The following is a minimum list of fields to be provided within the Security Deposit Management Table:

- Account
- InActive
- Security Deposit Type (from the lookup table)
- Date Activated (View only on screen)
- Date Inactivated (View only on screen)
- Date of Expiration
- Security Amount (\$99,999,999.99 minimum)

Internal Number (8 digits)
Bank Number
Responsible Party
Deposit Date
Deposit Order
Note Field (max 50 characters)

Customer Class Lookup Table

A Customer Class lookup table shall track the type of account and when the account was permanently closed. This table will be accessed within the Account Edit screen. A separate table maintenance screen shall be in place to allow for administrative setup of customer classes. Within the Account Edit screen, this table shall be a lookup and assign only for the account clerks. The following is a minimum list of fields within the Customer Class lookup table:

Class ID (16 Characters)
Description (40 Characters)
Maintain History (Check Box)
Maintain Customer Balance (Check Box)
Maintain Monthly Summary (Check Box)
Maintain Fiscal Year Summary (Check Box)
Maintain Calendar Year Summary (Check Box)
Monthly Billing Statement (Check Box)

Security Deposit Type Lookup Table

A Security Deposit Type lookup table shall be within the Security Deposit Management Screen. This table shall be non-editable through the Security Deposit Management table or screen. Only users that are members of the Supervisor, or Administrator Groups may make changes to this lookup table. Add, Edit and Inactivate will be the only options within the management screen to this table. At no time will any user be allowed to delete a record from this table.

The following is a minimum list of fields to be included within the Security Deposit Type lookup table:

Deposit Type
Date Activated (View only on screen – Automatically set at creation)
Date Inactivated (View only on screen – Automatically set at Inactivation)
Inactive

The following is a list of current security types that are in use today but may be expanded in the future:

Cash
Savings Deposit
CD
Bond
Instrument/Letter of Credit
City Guarantee

Automatic Closure of Accounts/Thresholds

A service shall run on the server that will automatically close accounts due to either of the following two criteria:

- Nonpayment – Close account based on nonpayment of amount due. Amount due for this section is limited to transactions that have been billed and not paid for by the required due date and any allowable days of grace based on the account's terms. (See chart in the Terms section of this scope)
- Close to Security Deposit Threshold – Alert and/or Close account based on account balance in relation (percentage) to the Security Deposit. For the levels associated with the automatic closure of an account, see sections **Accounts** and **Terms Lookup Table**.

This service will email a group of users when an account is automatically closed and state the reason for closure. This email shall be one email listing the closure of accounts and accounts reaching the thresholds as set forth in the accounts section of this scope. This listing shall include the balance, amount of security deposit and what threshold limit the customer has reached. The closure of accounts shall be the first section of this email. Today this user group email is IWMD-AR. This email address will need to be set within the General Accounting Option screen.

As a service, it will run four times per day (12midnight, 10am, 1pm and 4pm).

Terms Lookup Table

A Terms table shall store the terms and conditions of the different terms. This table will be the lookup table from within the account screen. The Terms table shall be used within the late fee routine to test if an account will be charged a late fee if customer fails to pay charges by due date. Administration of the Terms table is by the Supervisor, Audit Clerk or Administrator user groups.

The following fields are required to be within the Terms table:

- Term Code
- Description
- Net Due
- Days Grace
- Eligible for Automatic Closure
- Late Charge (Check Box – T/F)
- Statement Group (Weekly or Monthly)
- Date Activated (View only on screen – Automatically set at creation)
- Date Inactivated (View only on screen – Automatically set at In-activation)
- Inactive (Check Box – T/F)

The following is a list of terms currently in use:

Code	Net Due	Late Charge	Days Grace	Auto Close
N3	3	Y	0	N
N17	17	Y	3	N
N30	30	Y	15	Y

NDR	30	N	Unlimited	N
NG	30	Y	0	Y
NOLC	30	N	Unlimited	N

Desk Assignment Table

Desk Assignment is used to group account numbers (by range) to the responsible account clerk assigned to that group of accounts. Account clerks maybe assigned to multiple groups. This will be provided for billing, batch processing (edit and post), administrative charges, payments, credit memos, monthly balancing and various other processes.

This table shall have at a minimum the following fields:

Desk Name (10 characters – Alpha/Numeric)
Clerk’s User ID (Must be in User ID table)
Clerk’s Name (Pulled from User ID table)
Clerk’s Phone (10 digits Example: (###) ###-####)
Account Range From
Account Range To
Inactive

General Accounting Option Management Screen

There will be a place for a general accounting option to manage the different variables created within the AR system. The general accounting option management screen will only be accessible by authorized users like the Supervisor, or Administrator Groups. The following is a short list of items that will be in the General Accounting Option screen:

Automatic Closure of Accounts Email Address
First Level Security Threshold Email Address
Second Level Security Threshold Email Address
Third Level Security Threshold Email Address
Aging Report Location
Batch Edit and Post Location
Deposit Order Post Location
Pre-Billing System Balancing Location
Billing Statement Location – eMail
Billing Statement Location – Monthly
Billing Statement Location – Weekly
Late Charge Minimum Balance
Late Charge Account Range
Late Charge Interest Rate per Month
Agency Number (used for payment processing & other processes)
Agency Name (used for payment processing & other processes)
Fund (small lookup table – used for payment processing)

- Fund Number
- Agency Number
- Org
- Job
- Rept Cat

- B/S Acct
- General Description
- Account Number (a range – from & to)

Within the general accounting option management screen there will be a method or table that show what tabs the Desk Assignment from the Desk Assignment Table can view within the Account Edit Screen. This will be an administratively set table so as the accounting staff views/edits accounts, the view will change based on what desk is assigned the account. Thus every time the account number changes, the view option needs to be checked by desk assignment, not by logged in user. This is to avoid Pre-Paid balances to be set on cash/charge accounts, and Letter of Authorizations being setup for cash accounts along with other audit issues.

General Requirements for all Batch Processing & Creation of Transactions

All batch processing shall have one or more account clerk(s) who may create the transaction and add them to a batch, but only one account clerk may run the batch edit and another account clerk will post the batch. At any time during the batch edit process, a transaction record can be changed or deleted. The posting clerk can only post. No changes or deletion of transactions may happen within a batch by the clerk assigned to post a batch (Billing Clerks). Once a batch has been posted, a transaction may never be modified or deleted. Records within a batch edit are only temporary records and should be kept in a temp table. These records may be deleted or voided at any time. Once a batch has been posted, the transaction records should be in the permanent transaction table(s) and at no time may a transaction record be modified, voided or deleted. If a transaction record is posted in error, a new transaction adjustment, administrative credit or administrative debit must be done to correct the error.

Batches must have their own unique identifier (Batch Number). At a minimum they must also have the following fields:

- Creation date
- Creation time
- Creation user ID
- Posting date
- Posting time
- Posting user ID
- Comment field (50 characters).

Security for edit versus post must be established by user ID or user group (preferred by user groups). Only the Audit Clerk and Supervisor shall have rights to both edit and post batches (different batches). At no time, may a batch be edited and posted by the same individual, including the Audit Clerk and Supervisor.

<i>User Group Responsibilities</i>		Billing Clerks	Deposit Clerk	Audit Clerk (Lead)	Supervisor
Sales Batch	Pick up Charges		X	X	X
	Edit Landfill Transaction Batch		X	X	X
	Post Landfill Transaction Batch	X		X	X
Sales Batch	Create Adjustments		X		X
	Edit Adjustment Batch		X		X
	Post Adjustment Batch	X			X
Receivables Batch	Create Payments		X	X	X
	Edit Payment Batch		X	X	X
	Post Payment Batch	X			X
Receivables Batch	Create Administrative Charges		X		X
	Edit Admin Batch		X		X
	Post Admin Batch	X			X
Receivables Batch	Run Aging			X	X
	Run Late Charge Routine			X	X
	Edit Late Charges			X	X
	Edit Late Charge Batch			X	X
	Post Late Charge Batch			X	X

A “Get Next Batch” button shall be located in any process that uses batch; this also applies and is not limited to adjustments (invoice and return), administrative charges, payments, NSF payments, refunds, credit memos, debit memos, and late fees. The users shall have an option to “get next batch” or lookup and use an existing batch that is still in edit form. In addition, a “Batch Comment” field will need to be in these processes.

A batch shall have the user who creates the batch as well as the user that completes or voids the batch. It will also contain the date of creation and the date of completion or void of the batch.

At no time may a batch be deleted. The batch number should be a unique (key) field. All batches can use one sequential number beginning with 5,000. This number shall be able to expand to 99,999.

While payment batches maybe posted on the same day they are created, other batches like adjustments and administrative charge batches may stay open for the entire month before posting.

The routine of running a batch edit shall produce a report showing all transactions found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports should be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch should be the batch number_edit.

The routine of running a batch post can only be run once and must produce a report showing all transactions found in that batch that were posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports will be saved as a .PDF to a place designated in The General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch should be the batch number_post.

Batch Management

A batch management screen shall be provided. By default, this screen will show all batches that have not been posted within current activity month/period. The defaulted current activity month will be shown on this screen along with an option to see all batches and what state the batch is in (E=Edit, P=Posted or V=Voided). The Batch Management screen will allow user to search with an activity period range.

Once a batch is created, only someone from within the accounting Supervisor group may void a batch. To void a batch, all transaction records within the batch must have been deleted. Once again, only un-posted transactions may be deleted. At no time may a batch be deleted. Once a batch has been voided, it will no longer be seen within Batch Management except when all batches are selected.

General File Management TT, PT, OT, MT, DT and ET1

The following is a list of lookup tables that shall be able to be managed along with sending and receiving new/updated records through MS message queue:

- Vehicle File – Contains information about the different vehicles, trailers and containers that use Orange County landfills. This is used within the transaction edit routine.
- Transaction Type (TT) – Used to describe the type of transaction to be processed. This is used within account file, vehicle file and the transaction edit routine.
- Payment Type (PT) – Used to describe the method of payment (cash, charge, credit card, ATM, no-charge, etc...). This is used within account file, vehicle file and the transaction edit routine.
- Vehicle Type (VT) – Used to describe the type of vehicle, trailer or container. This is used within account file, vehicle file and the transaction edit routine.
- Origin Type File (OT) – Used to describe the geographic origin of refuse for each transaction. This is used within account file, vehicle file and the transaction edit routine.
- Destination Type (DT) – Used to describe the geographic location of where the refuse from a transaction is going. This is used within account file, vehicle file and the transaction edit routine.

- Charge Type (ET1) – Used to control the rate per ton for each transaction. This is used within account file, vehicle file and the transaction edit routine.

These lookup tables will be used within the Account and Vehicle maintenance along with Landfill Transaction Adjustments found later in this scope of work.

End of Day Balancing (Picking up Charges)

A screen will be provided that will show the “End of Day” (EOD) record for each site and each day for the activity period that is in use. The EOD record is provided by Paradigm Software’s CompuWeigh™ System. This screen shall show the actual totals (local server) versus the control totals (site server) from the site. A “Balance” check box shall be on the screen with a check if all totals (Revenue, Net Tonnage and Transaction Count) from a site/date balance. Before the billing statement is produced, all sites must balance. All “Balance” check boxes must be checked for the period being processed. When the landfill transactions are processed into accounting, the appropriate Activity Period shall be set for each landfill transaction record.

Landfill Transaction Adjustments

At no time can an account clerk modify or void an original landfill transaction record. An adjustment will include a reversal transaction record (transaction number in the 2000000 number series) with a new return invoice number of the original transaction with the tonnage and revenue as a negative number. All other data remains the same as original except for Site Code. For the Site Code, only the original transaction will retain the original site code. The return and new invoice transaction must be given a site code of ‘01’ (Headquarters) as well as current date and time. The AR system must then create a new invoice transaction with a new transaction number (transaction number in the 1000000 number series). At times, a return (debit) invoice needs to be created without generating a new (credit) invoice. Also, a new invoice may need to be created without reference to an original invoice or return invoice.

There must be a full audit trail within the transaction table. This means that the transaction table shall have three additional fields. These fields shall be named ReturnTrans, InvoiceTran, and OriginalTran. The original transaction will be updated with the return invoice number and the new invoice number of the adjustment. The adjustment will contain the original transaction number. This will give the County full audit trail on each transaction.

A transaction number can only be adjusted once. An invoice adjustment transaction may need to be adjusted again in the future but at no time may the original transaction be adjusted again. A return and new invoice may be created on an adjusted invoice transaction. At no time shall a return adjustment transaction be adjusted.

All fields with the exception of date, time and site number will be editable during the re-invoicing process.

Weight (including gross, tare and net) shall be viewed and keyed in tons. Pounds shall not appear on screen anywhere in the accounting module.

For error reporting purposes, additional fields will be added to the transaction table. The following is a list of additional fields:

Requested by
Accounting Notes (unlimited)
Responsible (UserID or Customer)

All adjustments must follow the rules modules set forth in WeighStation.

Bulk Landfill Adjustment (Credit/Debit)

Bulk landfill adjustments are when a customer requires the County to move landfill tonnage (and fee) from one account to another. These accounts have different rates per ton (based on the ET1 table). An example would be that tonnage needs to move from a hauler's city account and to their importation account. There will be a return invoice of X tons net at Y rate from a customer's city contract account and an accounting invoice for X tons at Y rate to the customer's importation contract account. In the past, the tonnage amount is entered in the Gross Weight field with a zero tare weight therefore giving the net tonnage amount that needs to be adjusted (multiplied by the rate found in ET1 for the dollar amount). These adjustments do not reference any actual landfill transactions. These records can be as high as 99,999.99 tons and 999,999.99 tip fee. This single process shall create a credit and a debit transaction for the appropriate accounts. Account clerks will have the ability to enter in the account number, TT, PT, VT, OT, MT, DT and ET1 codes for the debit and credit side of the transactions. The weight will be the same for both credit and debit. These adjustments will be handled in the same method as landfill adjustments using the Rules module that is run on WeighStation.

Like the landfill transactions, cash and check transaction adjustments round to the nearest dollar while charge landfill adjustments round to the nearest penny.

Landfill Transaction Adjustments - Batch Edit

Landfill transactions adjustments (including bulk landfill adjustments) are handled through a series of batches that are based on the landfill sites and account types. Each site may be assigned multiple batches per month. While a batch is in edit form, all transactions shall be kept in a temporary table and should not be added/subtracted from a customer's account balance. The routine of running a batch edit must produce a report showing all transactions found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch should be the batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create a Batch and edit it. The Billing Clerk is not allowed to create or edit a batch.

See Exhibit AR-53 for example of current report.

Landfill Transaction Adjustments - Batch Post

The posting of Landfill Transaction Adjustment Batches can only be performed by the Supervisor, Audit clerk and Billing clerk. At no time can the post and edit of a batch be performed by the same userID. The Deposit Clerk shall not be allowed to post any batch. For a batch to become labeled as posted all landfill adjustment records must be in the Transaction table and all records posted to the customer's account balance. The routine of running a batch post can only be run once and must produce a report

showing all transactions found in that batch that were posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch should be the batch number_post.

See Exhibit AR-54 for example of current report.

Administrative Debit/Charge Transactions

Administrative charges are created at various times of the month for different reasons and different amounts. The transaction numbers for administrative charges will be different from landfill adjustments. On the current system, each category carries its own sequence of transaction numbers. These transactions shall be categorized within the transactions as to what category they fall under. Categories will be a lookup table that is only editable by the Supervisor or Administrator Groups. These categories will be used for the customer history screen/report and billing statement. Other reports may need to use these categories when identifying different source of revenue. The following is a list of categories currently in use, but may expand as the needs arise.

Categories

- Card Charge (CC)
- RFID Tag Charge (RF)
- Smart Card (SC)
- Search and Copy (SXC)
- NSF Fee (NSF)
- Late Charge (LC)

The different categories types are discussed in later sections.

Administrative Charge - Batch Edit

Administrative Charges are handled through a series of batches based on billing clerks and/or type of administrative charges being assessed. Each clerk may be assigned multiple batches per month. While a batch is in edit form, all transactions shall be kept in a temporary table and will not be added/subtracted from a customer's account balances. The routine of running a batch edit shall produce a report showing all transactions found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch shall be the batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create and edit a batch. The Billing Clerk may never create or edit a batch.

See Exhibit AR-47 for example of current report.

Administrative Charge - Batch Post

The posting of Administrative Charge Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be performed by the same userID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, all records must in the appropriate table(s) and posted to the customer's account balances. The routine of running a batch post can only be run once and must produce a report showing all transactions found in that batch that were

posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch shall be the batch number_post.

See Exhibit AR-48 for example of current report.

Administrative Credit Transactions

Administrative Credit transactions are created at various times of the month for different reasons and different amounts. They are used to reverse Administrative Charges out that may have been charged to an account in error. The transaction numbers for administrative credit transaction shall be different from landfill adjustments. On the current system, each category carries its own sequence of transaction numbers. These transactions shall be categorized within the transactions as to what category they fall under. Categories shall be a lookup table that is only editable by the Supervisor or Administrator Groups. These categories will be used for the customer history screen/report and billing statement. Other reports may need to use these categories when identifying different source of revenue. The following is a list of categories that are currently in use, but expand as the needs arise.

- Card Charge (CC)
- RFID Tag Charge (RF)
- Smart Card (SC)
- Search and Copy (SXC)
- NSF Fee (NSF)
- Late Charge (LC)

The actual applying of the credit does not happen until the posting of the batch (see Administrative Credit Transactions- Batch Post).

Administrative Credit Transactions - Batch Edit

Administrative Credit Memo transactions are handled through a series of batches that are based on account types. Multiple batches may be created each month. While a batch is in edit form, all transactions shall be kept in a temporary table and shall not be added/subtracted from a customer's account balance. The routine of running a batch edit will produce a report showing all transactions found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch should be the batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create a Batch and edit it. The Billing Clerk is not allowed to create or edit a batch.

See Exhibit AR-81 for example of current report.

Administrative Credit Transactions - Batch Post

The posting of Administrative Credit Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be performed by the same userID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, all records must in the appropriate table(s) and posted to the customer's account balances. The routine of running a batch post can only be run once and must produce a report showing all transactions found in that batch that were posted to the appropriate accounts. Always produce the batch post report to screen with an option to print

if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch shall be the batch number_post. (See **Applying of Credit** below as it applies to how to apply credit)

See Exhibit AR-82 for example of current report.

Payments

Payments are received at the County in two different methods. One way payments are received is by mail through the County's central Accounts Receivable department and the other by way of walk-in. Both payment methods shall be entered into the AR system and posted to the appropriate accounts.

For the walk-in payments, the AR system shall print a two part ticket receipt and the transaction shall record in a daily payment batch that will get posted at the end of each day. Each receipt shall produce one part for the customer and one for the account clerk with a unique sequential transaction number that is only used for walk-in payments. These will be printed on Epson T88IV ticket printers that are currently used in the fee booth. The County may have up to two accounting clerks that will receive the checks. Both clerks shall have the ability to put the payment transactions in the same batch. A batch will remain open in the edit (see Payment – Batch Edit below) condition until the batch is ready for post at the end of the day. Similar batch edit and post reports will be needed for both walk-in payments and mailed payments.

The payments that are received through the mail will be handled in a slightly different manner. This method requires no receipt printing. Like walk-in payment, all payments will be assigned to a payment batch for processing.

Both methods of entering a payment have common needs to be addressed. Today, an account can receive payments by check or cash. In the future, included will be Visa, MasterCard and Debit. At this time only the "method of payment" shall be addressed as to the Visa, MasterCard and Debit payments but not the process of taking this type of payments.

Payments can be made to payoff debit transactions as well as adding to a customer's security deposit. The AR system shall take a payment and post it as a security deposit. A security deposit payment is tracked by using a different fund number of 276 versus fund 299 for standard accounts or fund 285 for importation accounts for paying off debit transactions. (See General Accounting Option Management for fund table lookup).

A method will be in place for a payment to be split between different accounts and fund numbers. At times a customer may make a payment on one check that shall be applied to two or more accounts and/or funds. This shall be handled through one entry process with a different payment transaction number assigned to each part of the payment. Each account that receives payment this way will be able to have the amount assigned to a different fund number by account (See General Accounting Option Management for fund table lookup). Each payment transaction number will have the ability of having a 40 character note field.

All payments will be checked against the same bad check system that is used by WeighStation. A check reader is attached to the account clerks that input check. On each payment record, the *mirr* read and check number will be recorded with each payment entered.

Payment – Batch Edit

Payments are handled through a series of batches that are based on account types and account desk assignment by day. A new batch will be created for each day of a given month. Accounts may make multiple payments throughout a month but may be in separate batches. On a rare occasion, an account may make two payments within the same day but on different check number and/or bank account number. While a batch is in edit form, all transactions shall be kept in a temporary table and should not be added/subtracted from a customer's account balance. The routine of running a batch edit shall produce a report showing all transaction found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. The name of the batch shall be batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create a Batch and edit it. The Billing Clerk is not allowed to create or edit a batch.

As part of payment batch edit, each batch will be assigned to a deposit order and assigned a unique number or select one from the un-posted deposit order. The same deposit order number can be assigned to multiple payment batch edit until the deposit order is posted and made final (see **Payment Deposit Order Posting** section).

See Exhibit AR-72 & AR-74 for example of current report.

Payment – Batch Post

The posting of Payment Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be by the same userID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, all records shall be in the appropriate table(s) and posted to the customer's account balances. The routine of running a batch post can only be run once and must produce a report showing all transactions found in that batch that were posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch shall be the batch number_post. (See Applying of Credit below as it applies to how to apply credit)

See Exhibit AR-73 & AR-75 for example of current report.

Payment Deposit Order - Edit

Deposit Orders shall be handled through a series of batches that are based on account desk assignment by day. A new Deposit Order is created in the Payment Batch Edit process. While a batch is in edit form, all transactions shall be kept in a temporary table. Within the Deposit Order Edit screen, the Date of Entry (default current date), Deposit Date (default current plus 1 day) along with a bag number fields must be available and fully editable while in the edit form. Like any edit, the deposit order must retain who prepared it (created/edit). The routine of running a Deposit Order Edit shall produce two reports showing all payment transactions found in the batches assigned to a batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch shall be the DO_doNumber_edit. The Supervisor, Audit Clerk and Deposit

Clerk are the only user groups that can create a Deposit order and edit it. The Billing Clerk is not allowed to create or edit a Deposit Order. Currently this process is completely a manual process.

See Exhibit AR-52 for example of Deposit Order Edit.

See Exhibit AR-51 for example of Payment Log Edit.

Payment Deposit Order Posting

The posting of the Deposit Order Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be performed by the same user ID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, both the Payment Log and Deposit Order will be saved as a PDF in the designated area. The routine of running a batch post can only be run once. Always produce the posting report to screen with an option to print if the user chooses to do so. All deposit order posting reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Deposit Order Post location prior to producing to the screen. The name of the posting shall be DO_doNumber_post.

See Exhibit AR-52 for example of Deposit Order Post.

See Exhibit AR-51 for example of Payment Log Post.

Transfer of Funds

The software must have a method of handling transfer of funds between accounts. Some of OC Waste & Recycling's customers have multiple accounts. At times they overpay one account and request that the County transfer funds (Credit) to their other account. This single process shall create a debit transaction for one account and a credit transaction for another account. These two transactions shall cross reference each other.

Transfer of Funds – Batch Edit

Transfer of Funds will be handled in a batch that is based on a Transfer of Funds process (both debit of one account and credit to another account). Even though it appears to not need a batch, a batch must be used for the purpose of separation of duties within the account clerks. While a batch is in edit form, all transactions shall be kept in a temporary table and shall not be added/subtracted from a customer's account balance. The routine of running a batch edit will produce a report showing all transaction found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch shall be batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create a Batch and edit it. The Billing Clerk is not allowed to create or edit a batch.

Transfer of Funds – Batch Post

The posting of Transfer of Funds Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be performed by the same user ID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, all records must in the appropriate table(s) and posted to the customer's account balances. The routine of running a batch post can only be run once and must produce a report showing all transactions found in that batch that were

posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch shall be batch number_post. (See **Applying of Credit** below as it applies to how to apply credit)

Applying of Credit (Payment, Administrative Credit and Transfer of Funds)

Under the current system, all credit is applied at night by a routine that the County calls “Bulk Apply”. It is a scheduled job that runs at midnight. This job can also be run at any time by the user calling up a routine that applies all credits to any unpaid debit transaction. The new AR system shall apply the credit to the actual debit transactions at the time of credit batch posting (payment, administrative credit or transfer of funds). There shall also be a routine that runs automatically as first step of the aging routine or on a nightly basis. While OC Waste & Recycling understands that this will slow down the process, the County believes that the time it takes to apply to each transaction will be minimal.

Any credit transactions shall have its transaction number recorded and the amount applied to each debit transaction. Tracking a credit transaction and the appropriate debit transactions along with the amounts will be in place. Also, the reverse is true, the ability to see a debit transaction and see all credit transactions that were applied to it. This tracking capability will go to screen with the ability to print if so desired by the account clerk. Note that a credit transaction will apply itself to multiple debit transactions. While generally a debit transaction usually is paid by a single credit transaction, it may at times require multiple credit transaction to become fully paid.

All credit to accounts shall be applied in the following manner.

- Apply to the oldest date first based by the following order (by date)
 - By Landfill Transaction Number (Including Site 01 - Adjustments)
 - Administrative Charges
 - Card Charge (CC)
 - RFID Tag Charge (RF)
 - Smart Card (SC)
 - Search and Copy (SXC)
 - NSF Fee (NSF)
 - Late Charge (LC)

Card Charge (CC), RFID Tag Charge (RF) and Smart Card (SC)

Administrative charges (and credits) like Card Charge, RFID Tag Charge and Smart Card Charge are charges that are billed to the customer for replacement items. These are per unit charges. Each charge transaction can be for a multiple quantity of a particular type of replacement item (i.e. two Card Charges but not one Card Charge and one Smart Card). All transaction shall be categorized as one category code of administrative charge (or credit).

Card Charge (CC), RFID Tag Charge (RF) and Smart Card (SC) – Batch Edit

Card Charge (CC), RFID Tag Charge (RF) and Smart Card (SC) transactions are handled through a series of batches that are based on the desk assignments and account types. Each desk clerk may be assigned multiple batches per month. A batch may contain different type of administrative charges (and credits) like Card Charge, RFID Tag Charge and Smart Card Charge. While a batch is in edit form, all transactions shall be kept in a temporary table and should not be added/subtracted from a customer's

account balance. The routine of running a batch edit shall produce a report showing all transactions found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch shall be the batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create a Batch and edit it. The Billing Clerk is not allowed to create or edit a batch.

See Exhibit AR-47 for example of current report.

Card Charge (CC), RFID Tag Charge (RF) and Smart Card (SC) – Batch Post

The posting of Administrative Charge Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be performed by the same user ID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, all records must in the appropriate table(s) and posted to the customer's account balances. The routine of running a batch post can only be run once and must produce a report showing all transactions found in that batch that were posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch shall be the batch number_post.

See Exhibit AR-48 for example of current report.

Search and Copy (SXC)

Search and Copy transactions are charges that are applied to customer accounts for the time spent by account clerks who need to perform a search and reprint of ticket(s) that customers may have lost. This type of transaction is billed on per unit cost. Each transaction can be for a multiple quantity of items. This item, like all other administrative items, must be categorized with the category code.

Search and Copy (SXC) – Batch Edit

Search and Copy (SXC) transactions are handled through a series of batches that are based on the desk assignments and account types. Each desk clerk may be assigned multiple batches per month. While a batch is in edit form, all transactions shall be kept in a temporary table and shall not be added/subtracted from a customer's account balance. The routine of running a batch edit shall produce a report showing all transaction found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch shall be batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create a Batch and edit it. The Billing Clerk is not allowed to create or edit a batch.

See Exhibit AR-79 for example of current report.

Search and Copy (SXC) – Batch Post

The posting of Administrative Charge Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be performed by the same user ID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, all records shall be in the appropriate table(s) and posted to the customer's account balances. The routine of running a batch post can only be run once and must produce a report showing all transactions found in that batch that were posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch shall be batch number_post.

See Exhibit AR-80 for example of current report.

NSF Payments

The single process for handling a NSF payment shall contain the following three components:

- Returning the amount of the NSF check to the customer's balance and reversing the amount posted to the individual transaction(s) that the check was applied to. The original payment shall be marked as NSF while removing the amount paid to the individual debit transactions associated with it. The date of NSF shall be stored in the original payment transaction. The original record shall not be voided or deleted. This will then affect the customer's balance and aged trial balance.
- Assess a two tier NSF charge for NSF checks. Currently a charge of \$25 for the first NSF check and a charge of \$35 for any additional NSF check is assessed to an account that has a check returned for any reason. A field shall be added to the customer/account table that will keep track as to which fee has been assessed. Default each account with the first fee and the after the first NSF automatically change it to the second tier NSF rate. The two tier rates shall be changeable in General Accounting Options. This charge can be removed during the edit batch process only, but the AR system is to automatically generate it. This fee will be assigned a transaction type (NSF) that can later be reported on and identified as needed.
- A Late Charge transaction will be created for any new unpaid transactions associated with a NSF payment. The Late Charge will be calculated based on the original due date of the each unpaid debit transaction associated with the NSF payment.

All transactions (NSF Charge and Late Fee) shall contain the current date of the transaction, not the original date of payment.

NSF Payments – Batch Edit

A NSF payment batch shall contain the original payment transaction that is being changed to NSF, the NSF Fee transaction and Late Charge transaction (if applicable) for each NSF Check being assigned to each particular batch. While a batch is in edit form, all transactions shall be kept in a temporary table and will not be added/subtracted from a customer's account balance. The routine of running a batch edit shall produce a report showing all transaction found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch

edit. In the name of the batch shall be the batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create a Batch and edit it. The Billing Clerk is not allowed to create or edit a batch.

See Exhibit AR-83 for example of current report.

NSF Payments – Batch Post

The posting of Late Charge Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be performed by the same user ID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, all originally paid transactions shall be aged appropriately, assessed any late fee due along with the appropriate NSF Fee, all records must in the appropriate table(s) and posted to the customer's account balances. The routine of running a batch post can only be run once and must produce a report showing all transactions found in that batch that were posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in The General Accounting Option Management for Batch Edit and Post location prior to producing to the screen. In the name of the batch shall be the batch number_post.

See Exhibit AR-84 for example of current report.

Return of Funds

This happens when an account has a credit balance and has requested the funds be returned or the account is permanently closing and the amount in credit needs to be returned to the customer. This type of transaction shall be handled in the same way as the Administrative Debit Transaction but will be categorized as Return of Funds. Like any other process, this shall happen within a batch (edit and post).

Pre-Billing Statement System Balancing

Prior to running the billing statement, a system balance shall take place. The System Balancing may not be processed if any batches are left in an edit state. All batches for current activity month will be posted or voided before the monthly billing statement can be run. The process of System Balancing entails the creation of multiple reports and the activity period (the month that is being closed) being Authorized to Proceed by either the Supervisor or the Audit Clerk. The first part of the process is to call for all designated reports to be run. This process shall be a single routine and may be run as many times as it takes to balance the system. The second routine would bring up a screen that the Supervisor or Audit Clerk would check the activity period as balanced and give the authorization to proceed with the closing of the month's billing statement. The reports will give the prior system's balancing number, summary of cash transactions, summary of charge transactions, summary of Administrative Charges (credit and debits less Late Charges), summary of Late Charges, summary of payments and ending system balance for current activity period. See exhibits listed below for other current reports. Prior to the system getting the Authorization to Proceed, the pre-billing system balance shall be able to run multiple times. All reports shall be stored as .PDF files in a location designated in the General Accounting Option Management Screen. If reports are ran more than once, overwrite with the latest version for that activity period. Naming convention for the different reports will be report_name_YYMM.pdf. As part of the authorization to proceed, the activity period shall be automatically marked closed and only the administrator can reopen the activity period.

See Exhibits listed under the Monthly Balancing section for examples of current reports.

Billing Statement

Billing statement will not be processed until the Authorization to Proceed has been placed on the activity period being processed.

The following parameters at a minimum will be set when the Billing Statement is run:

- Statement Date (Date statement to be mailed)
- Activity Period (Previous Month from Statement Date)
- Note (to appear on statement)
- Due Date for the various Terms should appear on the screen (editable)
- Statement Group (Weekly or Monthly – found in the Terms table)

The due date for all debit transactions (landfill charges, adjustment charges and administrative charges) shall be set at the time of billing based on number of days found in the terms table as dictated by account added to the Statement Date.

The Statement Group shall be used to determine what billing cycle is being run (Weekly or Monthly). If the Statement Group has Weekly selected, then only generate the billing statement for those accounts with Terms assigned to a Weekly statement. If the Statement Group has Monthly selected, then all groups (Weekly and Monthly) will be produced. Currently the Weekly Billing Statement is producing two summary page per account. The Monthly Billing Statement is producing two summary pages and a detail listing (one - many pages) of all transactions that appear on the billing statement.

The AR system will be able to email a .PDF to any of OC Waste & Recycling's accounts requesting e-Billing. The .PDF will look like the paper billing statement discussed earlier. There will be accounts new to e-Billing that will be able to receive both paper and a .PDF copy while they are adapting to the new AR system. In the Account Edit Screen, a check box for e-Billing and Printed Statement shall be available for each customer. A routine is required to mark all current accounts between 1000 - 9100 (except for the 8000 – 8100 range) which shall have the Printed Statement box checked. By default, no box in the Statement section will be checked when creating a new account. This routine will only be for data conversion and testing purposes.

While the 8000 range (8000 – 8100) of accounts are a deferred billing account, these are County government accounts that receive no monthly billing statement. These accounts will only appear on the monthly Pre-Billing Statement Balancing reports (see above). Thus a check box for No Statement will be in the Account Edit Screen. A routine to mark accounts 8000 – 8100 with a check in the No Statement Field shall be established for data conversion and testing purposes only.

A .PDF of all billing statements (Weekly and Monthly, Paper and e-Billing) will be saved in a location on the network file server (location to be provided). The location of the directory shall not be hard coded into the AR system but will be an option that can be set or changed in the General Accounting Option Management Screen. All .PDF statements e-mailed to accounts shall be kept in a separate directory. The .PDF for the e-billing will be stored in a directory structure unique to the activity period (YYMM_E). The file naming structure shall be Acct#_YYMM_W#_E.pdf for the Weekly statements and Acct#_YYMM_M_E.PDF for the Monthly statements. For the accounts that require a printed monthly billing, a continuous .PDF will be created with a uniquely identified name (YYMM_W#_P.PDF for the Weekly statements and YYMM_M_P.PDF for the Monthly statements) for each billing statement run.

All billing statements going out shall have a unique Invoice Number assign to them. The current Invoice Number is a structured number. An example of this would be W#0901071008P or M0901071008E. The

W# (W1, W2, W3 or W4) or M stands for Weekly or Monthly Billing. The 090107 is the Statement Date (YYMMDD). The 1008 is the 4 digit account number (Currently all deferred billing accounts are 4 digits). The P or E states that this was Printed or e-Billing. The Invoice Number shall be written to every transaction that appears on its invoice, including all debit and credit transactions. At any time in the future, the County can look at any transaction and tell what invoice a particular transaction was mailed to the customer on.

During the process of running the billing statement, the message queues shall remain fully operational.

See Exhibit AR-66 for example of current Weekly Billing Statement.

See Exhibit AR-58 for example of current Monthly Billing Statement.

Aging

The aging process is run on the first business day after each payment due date (Net 30 only). If the due date falls on a Friday, Saturday or County holiday, a method of back dating the aging process shall be available. The back date will be within the same activity period.

The routine of running can only be run once a month and shall produce a report showing a summary total by aging periods of any unpaid debit transactions by aging buckets by charge account. One of the first things that the aging process will do is to apply any unapplied credit to any unpaid debit transactions. See **Applying of Credit** section for further information.

Always produce the report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the General Accounting Option Management for Aging Reports prior to producing to the screen. In naming of the Aging Report, it shall be the Aging_YYMM.

Aging periods shall be the following:

<u>Labels</u>	<u>Days Past Due</u>
Current	1 – 30 Days
1 – 30 Days	31 – 60 Days
31 – 60 Days	61 – 90 Days
61 and Over	61 – Infinite

See Exhibits AR-76, AR-77 and AR-78 for examples of current report.

Late Fee

Late Fee charges are based on customer's unpaid transactions due by the due date assigned when the billing statement is run. Any debit transaction not paid by the required due date is subject to a late fee (including unpaid late fees). The late fee routine shall be run on the same day as the aging process. This includes the ability to back date the late fee transactions that are created through this routine. The back date will be within the same activity period. The aging process could be run as the first part of the automatic late fee routine.

Typically, late fees are assessed using an automatic generation routine/program. This routine shall only be available to the Supervisor, Audit Clerk or Deposit Clerk user groups. As a late fee transaction is being created in a temporary table, it shall be placed in a batch for verification prior to posting to account. Once all transactions have been verified, the batch can then be posted. The late fee routine shall create a

report that shows all late fees found within this batch. While this batch still is in the edit stage, transaction can be modified or added through a manual transaction (discussed below). This process shall be considered as the Late Fee Batch Edit. When the automatic generation routine runs it shall run based on the following criteria:

- In the General Accounting Option Management, a minimum unpaid account balance that will be accessed during the Late Fee generation routine will be created. The minimum account balance will be used by the late fee routine to determine if an account would receive a late fee. Currently, if an account has an unpaid balance (amount past due) of less than \$5.00, a late fee would not be assessed to that account.
- Also in the General Accounting Option Management, an account range for accounts that are eligible to receive a late fee needs to be setup. Currently the account range is 1000 – 9800.
- The final criteria for deciding if an account will receive a late fee is based on the Term that is assigned to each account (using the Late Fee flag found in the Terms table)

Late Fee fees today are 1.5% on the unpaid balance per month. This shall not be hard coded but an entry in the General Accounting Option Management either rate by month or by annual (today that would be 18%).

At times, a late fee will be created manually. This like all other debit transaction must be identified as a late fee transaction and placed into a batch that will later be edited and posted.

All documents, reports or screens shall not refer to Finance Charge(s) but rather Late Fee(s)

Late Fee – Batch Edit

Late Fees are handled through a batch that is run on a monthly basis. Usually there is only one batch per month. However, on a rare occasion there may be a need to have a second batch that needs to be created. While a batch is in edit form, all transactions shall be kept in a temporary table and will not be added/subtracted from a customer's account balance. The routine of running a batch edit shall produce a report showing all transaction found in that batch. Always produce the batch edit report to screen with an option to print if the user chooses to do so. All batch edit reports shall be saved as a .PDF to a place designated in the General Accounting Option Management prior to producing to the screen. If a batch has been edited more than once, overwrite the original batch edit. In the name of the batch shall be batch number_edit. The Supervisor, Audit Clerk and Deposit Clerk are the only user groups that can create a Batch and edit it. The Billing Clerk is not allowed to create or edit a batch.

See Exhibit AR-49 for example of current report.

Late Fee – Batch Post

The posting of Late Fee Batches can only be performed by the Supervisor, Audit Clerk and Billing Clerk. At no time can the post and edit of a batch be performed by the same user ID. The Deposit Clerk shall not be allowed to post any batch. For a batch to be labeled as Posted, all records shall be in the appropriate table(s) and posted to the customer's account balances. The routine of running a batch post can only be run once and shall produce a report showing all transactions found in that batch that were posted to the appropriate accounts. Always produce the batch post report to screen with an option to print if the user chooses to do so. All batch post reports shall be saved as a .PDF to a place designated in the

General Accounting Option Management prior to producing to the screen. In the name of the batch shall be batch number_post.

See Exhibit AR-50 for example of current report.

Charge Customers Paying by Cash or Check at the Landfill

At times, the County's deferred charge customers will pay by cash/check for a transaction at the landfill. These transactions are not to be included in any reports or screen image that references charge transactions/customer. They also are not to appear on the monthly billing statement. This type of transactions is to be handled like any other cash/check transaction. These transactions do not get aged or have a late fee applied to them as they have been paid by cash or check at the fee booth with a Transaction Type of Cash and a Payment Type of Cash or Check.

Audit Logs

All audit logs shall be in a table (not text logs) searchable by type, date range, user ID, user group, batch number, etc. for ad hoc reporting capability.

Reports listed in this section shall only be available to the Supervisor and Administrator user groups.

The audit log table of the Account File Management shall have at the minimum the following items:

Account Number
New (Y/N)
What Changed (From what to what)
User ID of who changed or created
Date of change or creation

Reports required for Account File Management Audit Table:

- A report that shows all accounts that have been created/changed during a given time frame. In this report,, the Account number, Account name, Inactive, Charge ok, Check ok, User ID of who made created/changed the account record, Date of the create/change This report shall also show what default TT, PT, MT, OT and ET1 that the account ID had set (or changed from and to).
- The ability to run an ad hoc report on the User Login Table.

The audit log table for Vehicle File Management shall have at a minimum the following:

Vehicle ID
Created, Changed or Deleted (C, X, or D)
What Changed (From what to what)
User ID of who changed or created
Date of creation, change or deletion

Reports needed for Vehicle File Management Audit Table:

- A report that shows by Bill to Account all vehicles IDs created, changed or deleted for a given time frame or All dates. In addition, show the Date and the user ID. This report shall also show what default TT, PT, MT, OT and ET1 that the account ID had

- set (or changed from and to). Sort by Bill to Account, Vehicle ID, created, changed and/or deleted.
- A report that shows what Vehicle ID for what bill to account had been created, modified or deleted during a given time frame by what user ID and Date. This report shall also show what default TT, PT, MT, OT and ET1 that the vehicle ID had set (or changed from and to). Sort by Vehicle ID, Created Changed or Deleted,
- The ability to run an ad hoc report on the User Login Table.

The audit log table for Batch File Management shall have at a minimum the following:

Batch Number
Transaction Numbers within the Batch (or a method to reprint the posted batch)
Date the batch was created
Date the batch was edited
Date the batch was posted
User ID of who created the batch
User ID of who edited the batch
User ID of who posted the batch
Batch Voided (Y/N)
Date the batch was voided (if applicable)
User ID of who voided the batch (if applicable)

Reports required for Batch File Management Audit Table:

- A report that shows what Batch was created, edited and posted taken place during a given time frame by what user ID, date and if the Batch was voided. Sort by Batch.
- The ability to run an ad hoc report on the User Login Table.

The audit log table for User ID Logins and Logouts shall have at a minimum the following:

User ID
Date In
Time In
Date Out
Time Out
Pass/Failed
If Failed – Wrong User ID, Wrong Password or Already Logged In

Reports required for the Auditing User ID Login Table:

- A report that shows what User ID login, logout and/or attempted login, If failed – Why and had taken place during a given time frame. Sort by User ID, Date In then Time In. Selection by Login, Attempted Login or All.
- The ability to run an ad hoc report on the User Login Table.

The audit log table for Security Settings shall have at a minimum the following:

Type of Security Setting
What changed (From what to what)
Who changed
Date changed

Reports required for Auditing Security Settings Audit Table:

- A report that shows what Security setting had changed and by which user during a given time frame. Sort by user ID.
- The ability to run an ad hoc report on the security table.

Reports required for the Security Table:

- A report that shows by Security Setting, who is authorized to each Security Setting.
- A report that shows by user ID, what Security Settings a user is authorized to. Option for 1 User ID or All.

Historical Data

A methodology shall be present for archiving (removal) historical accounts and/or transactional records from the system. No account records can be archived within five full calendar years of activity. Activity includes date of permanent closure, landfill transaction, adjustments, payments, miscellaneous charges or credits. Notes added to the file for an account are not to be considered as activity.

Current History

Five years of accounting history shall be converted from the current system. This includes monthly balances, landfill charges, administrative charges, administrative credits and payments. A copy of the Customer History Report by Account from Crystal Reports Version 9.0 document will be provided to aid in the conversion of data. A PDF of the data as well as any needed data extracts will be provided to the Contractor in a comma delimited file.

Security/User ID/User Groups

The software shall group users by User Groups and shall administrate users by groups. OC Waste & Recycling currently has 6 user groups that operate within the accounting units. Typically the user ID is assigned to just one user group. At times, a user may need to be able to be added to a second group while maintaining the original group. These groups are required by the County's internal audit.

The following is a list of current groups:

- View Only (No edit capability but can view everything)
- Billing Clerks (See User Group Responsibilities)
- Deposit Clerks (See User Group Responsibilities)
- Audit Clerks (See User Group Responsibilities)
- Supervisors (See User Group Responsibilities)
- Administrators (Capable of editing master tables but cannot create/edit/delete transactions or batches)

Reports

The following list is only a minimum listing of reports that are required in regards to Security Deposits:

- A list by account (or account range) of all security deposit by a requested type of security (active). This report will show if security type has a renewal date and when it expires.
- A listing of all active security deposit types within selected account. This report will show the type of security, amount, and date security expires. It shall have the option to see all security deposits from a selected date range.
- A listing of all securities that are going to expire within X months (selectable). The user can select by security type or default to all types.

The following is a minimum listing of reports that are required to track how payments are disbursed:

- A report that shows what payments were applied to and debit transaction
- A report that shows what debit transactions a payment or credit was applied to.

Provide all reports that are listed in the section “Listing of Current Reports.” All reports shall have a screen with the option to print to file (.PDF) or print to paper.

4. DEVELOPMENT REQUIREMENTS

County Supplied Resources

The County will be responsible for and will provide:

- A designated project manager for assistance with all aspects of the project
- Necessary staff to answer questions and provide insight on the project
- A network administrator for configuring any communication over the network
- The scheduling of system users training
- System acceptance tester(s) to verify the readiness of the AR system
- Work area for Contractor to work when on-site

Testing

The Contractor will work with the County in establishing a good testing environment. The County will supply the server and all required software. Contractor shall convert account balances for a given month/year and will transfer all historical transactions and/or summary since said month/year. The Contractor will also reset the tables back to original so retesting can be performed until a successful complete testing cycle can be performed without error. A successful complete testing will be when a complete cycle of all processes can produce a given result. Twice through the following steps will be considered a complete cycle:

- Start with a known set of beginning balances for at least one customer from each of the County’s customer types.
 - Cash
 - Non-City Contract
 - City Contract
 - N3
 - N17
 - N30
 - Importation
- Adjustments to all accounts

- Payments
 - Payments on first pass for all accounts
 - No-Payments on second pass for City Contract
- Various Administrative Charges
- Various Administrative Credits
- Aging
- Late Fee Program
- Weekly Billing
- Monthly Billing
- A NSF Payment Reversed Out
- Reports
- Validating to a set of know results for each customer and process.

Upon final configuration, Contractor shall provide a test plan that includes at a minimum testing of all components and software. The OC Waste & Recycling Project Manager will approve the final test plan. The project will be complete when the following acceptance criteria are met:

- The test plan has been successfully completed by OC Waste & Recycling staff and all Punch List items are completed.
- The project has been inspected for compliance with the contract scope of work.
- The work has been completed according to the contract scope of work.
- Software has been tested according to the OC Waste & Recycling's test plan, and operates properly.
- Final source code is delivered to the Escrow Agent.
- User Training Guide and Technical Maintenance Guide are delivered to and accepted by the OC Waste & Recycling Project Manager.

Documentation

The Contractor shall provide complete AR system documentation, including a User guide and an Administrator guide. These documents shall be provided in a bound or notebook form as well as electronic forms (PDF and Microsoft Word formats). A draft version shall be provided during training and the final version shall be provided at *Go-Live*.

Status Meetings

Bi-weekly phone conference meeting will be held every Wednesday morning beginning within 60 days of contract award. These meetings are aimed at keeping the project on schedule and to provide an organized feedback forum for both parties. The Contractor shall supply a written project plan and an updated plan at each meeting. The project plan shall be provided using Microsoft Project and shall have estimated start and completion dates of all customization and phases of this project. Once testing begins, the County will provide the Contractor with a punch list of issues discovered while testing. The County will initiate the phone calls and the Contractor will supply the phone number and extension for the conference call to take place.

On-Site Requirements

At a minimum, the following three on-site visits are required:

- Within 45 days of contract award the first on-site consultation will take place (dates to be mutually agreed between Contractor and the County). Two of the Contractor's technical staff members will spend at a minimum, three complete days working with the accounting and IS staff to better understand the business needs of the County and finalize a project schedule. This project schedule will be used in the status meetings mentioned above.
- Upon completion of the customization of the new accounting module, two of the Contractor's technical staff members will return to the County and spend at a minimum, three complete days (dates to be mutually agreed between Contractor and the County) working with the accounting and IS staff. One day will be spent installing the complete version of the accounting module and working with the IS staff on an overview of the new package. Two days will be spent training the accounting and IS staff in the proper use of the new AR system and discussing any issues that surface during these three days. Training days must begin on a Tuesday. Four different training groups will be setup based on user responsibilities. One – two hour training session per day for each group will be provided to the County. The four training groups will be as followed:
 - Billing Clerks
 - Deposit Clerks
 - Supervisors
 - IS

This training is to provide a solid foundation for complete testing, aid in providing better feed back to the Contractor and to achieve an on-time *Go-Live* acceptance by the County (this will not, however, be the final acceptance test).

- Upon successful testing by the County, a *Go-Live* date will be mutually agreed upon between the two parties. The Contractor will send two technical staff members for a minimum of three days.
 - Day One – Clearing out the tables from the testing. Preparing the server to go-live (this includes the updating of servers with the current customer's balance).
 - Day Two – Insure data is flowing into the new AR system and work with accounting and IS staff on any issues that arise.
 - Day Three – Continue to work with the accounting and IS staff.

If Contractor determines that additional days are required, the Contractor agrees to do this at their own expense if the issues are deemed to be the fault of the programming as agreed upon by both Contractor and County.

Training

Contractor shall develop and implement a comprehensive training program for the OC Waste & Recycling's personnel. Such training program shall be implemented through the use of formal classroom

training and/or other forms of training that Contractor may provide. This training program shall be documented by Contractor in a comprehensive Training Plan and shall conduct the required training at times and locations coordinated by OC Waste & Recycling.

Training of OC Waste & Recycling staff (Accounting, Supervisors, IS, etc.) shall be provided by Contractor:

1. Prior to Go Live – Training for users, supervisors, and IS staff.
2. Post Go Live – On-site hands-on training of OC Waste & Recycling staff in the operation of the software.

5. LISTING OF CURRENT REPORTS

Customer Listing

AR-01	Non – City Contract Account Listing by Account
AR-02	Non – City Contract Account Listing by Name
AR-03	City Contract Account Listing by Account
AR-04	City Contract Account Listing by Name
AR-05	Emergency Account Listing by Account
AR-06	Emergency Account Listing by Name
AR-07	Short Term Account Listing by Account
AR-08	County Account Listing by Account
AR-09	County Account Listing by Name
AR-10	Importation Account Listing by Account
AR-11	Importation Account Listing by Name
AR-12	All Deferred Account Listing by Account
AR-13	All Deferred Account Listing by Name
AR-14	All Account Listing with Term ID by Account
AR-15	All Account Listing with Term ID by Name
AR-16	All Account Listing w/Security Amount by Account
AR-17	All Account Listing w/Security Amount by Name
AR-18	Account Listing for NDR Accounts by Account
AR-19	Account Listing for NDR Accounts by Name
AR-20	Modified Account Listing
AR-21	All Cash Account Listing by Account
AR-22	All Cash Account Listing by Name
AR-23	All Account Listing for Desk A
AR-24	All Account Listing for Desk B
AR-25	All Account Listing for Desk C
AR-26	All Account Listing for Desk D
AR-27	All Account Listing for Desk G
AR-28	All Account Listing for Desk H
AR-29	All Account Listing for Desk I
AR-30	Closed Account Listing
AR-31	Inactive Account Listing
AR-41	Account Listing by Desk and Terms

General Reports

AR-32	Accounts Due for Closure
AR-33	Batch Listing
AR-34	Payment Listing
AR-35	Administrative Credit Listing
AR-36	Administrative Debit Listing
AR-37	All Adjustment Listing by Month
AR-38	Debit Adjustment Listing by Month
AR-39	Credit Adjustment Listing by Month
AR-40	Cash Transaction for Deferred Accounts
AR-42	Government Account List with Revenue
AR-43	Security Deposit Exception Report
AR-44	Customer History Report by Account
AR-45	Aged Trial Balance
AR-46	Security Deposit Worksheet
AR-70	Security Deposit Log
AR-71	Security Deposit Log – Negotiable Instrument Only

Process Driven Reports

AR-47	Administrative Debit Batch Edit Listing – Card Charge
AR-48	Administrative Debit Batch Post Listing – Card Charge
AR-49	Administrative Debit Batch Edit Listing – Late Fee
AR-50	Administrative Debit Batch Post Listing – Late Fee
AR-51	Payment Log
AR-52	Deposit Order
AR-53	Adjustment Batch Edit Listing
AR-54	Adjustment Batch Post Listing
AR-55	Sale Edit Listing (Site Transaction Posting by Date)
AR-56	Sales Post Listing (Site Transaction Posting by Date)
AR-58	Monthly Billing Statement
AR-59	Weekly Billing Report
AR-66	Weekly Billing Statement
AR-72	Payment Batch Edit Listing
AR-73	Payment Batch Post Listing
AR-74	Payment Batch Edit Listing
AR-75	Payment Batch Post Listing
AR-76	Aging Report Summary
AR-77	Aging Report Detail Summary – All Terms
AR-78	Aging Report Detail Summary – Terms N17 – NG
AR-79	Administrative Debit Batch Edit Listing – Search & Copy
AR-80	Administrative Debit Batch Post Listing – Search & Copy
AR-81	Administrative Credit Batch Edit Listing – Late Fee
AR-82	Administrative Credit Batch Post Listing – Late Fee
AR-83	NSF Payment Reversal & NSF Charge Batch Edit
AR-84	NSF Payment Reversal & NSF Charge Batch Edit

Monthly System Balancing Reports

AR-57	Adjustment Batch Total Summary
AR-60	Monthly/Statement Summary
AR-61	Monthly/Statement Customer Summary
AR-62	Monthly/Statement Summary by Responsibility Group (Desk)
AR-63	Journal Voucher Report
AR-64	Site Sales Journal Entry
AR-65	Customer History Report
AR-67	Monthly Payment Summary by Responsibility Group (Desk)
AR-68	Monthly Deferred Charges
AR-69	Payment Batch Summary Report

EXHIBIT B
COMPENSATION/PAYMENT

1. FIXED FEE

- a. The County agrees to compensate the Contractor at the fixed rate as set forth herein for the OC Waste & Recycling Landfill Fee Collection Accounting System, inclusive of all agreed reimbursable expenses. Payment shall be made upon acceptance of each milestone as required in the Contract and completion of any phase of the engagement under the County's account, as determined by the County's Project Manager in accordance with the terms and conditions herein.
- b. The fixed price includes all expenses related to the performance of work and services required to meet the tasks, deliverables and functionality set forth in the Scope of Work. Any additional work not listed in this Scope of Work will be billable on a time & materials basis.
- c. Itemized fees and pricing detail are a fixed rate for the total system implementation for the term of the Contract. The fixed fee includes all costs and expenses directly related to the acquisition of the Landfill Fee Collection Accounting System and implementation necessary to meet the requirements set forth in the Scope of Work. Mileage, parking, telephone/fax expenses, food, postage and incidental photocopies are not billable and will not be allowed.
- d. Payment schedule:
 - Accounts Receivable and Aging Module
 - 50% - Due Upon 1st Visit / Installation (Less 10% Retention)
 - 25% - Due Upon 2nd Visit / Staff Training (Less 10% Retention)
 - 25% - Due Upon Go-Live (Less 10% Retention)
 - 10% - Due 45 Days after Final Acceptance and Receipt of Invoice (Retention)
 - Software Customizations
 - 34% - Due Upon Installation (Less 10% Retention)
 - 33% - Due Upon Acceptance by OC Waste & Recycling (Less 10% Retention)
 - 33% - Due Upon Go-Live (Less 10% Retention)
 - 10% - Due 45 Days after Final Acceptance and Receipt of Invoice (Retention)
 - Installation/Training/Travel
 - 34% - Due Upon 1st Visit / Installation (Less 10% Retention)
 - 33% - Due Upon 2nd Visit / Staff Training (Less 10% Retention)
 - 33% - Due Upon Go-Live (Less 10% Retention)
 - 10% - Due 45 Days after Final Acceptance and Receipt of Invoice (Retention)

<u>Description</u>	<u>Price</u>
CompuWeigh™ System Software	
Landfill Accounts Receivable and Aging Module	
Paradigm Software	\$50,000.00
Documentation	
1 complete set of documentation	\$0.00
(Note: All documentation is available on-line from within each program)	
Configuration and Customization	
Software Customization necessary to make the customizations required per the Scope of Work	
Configuration and Customization	\$85,050.00
Remote and On-Site Installation and Training and Travel Expenses	
30 Days Remote and On-Site Installation and Training and Travel Expenses	
Installation and Training	\$66,050.00
Hourly Time and Materials Rates for Enhancements, Customizations, Support, and On-Going Training requested by the County not covered under the Scope of Work	
Time and Materials billed at \$175.00/hr	
On-site Programming/Development, Training, and Support billed at \$1,400/day	
Time & Materials Not to Exceed	\$25,000.00
Annual Maintenance Fee	\$7,500.00
System Total	\$233,600.00

2. CONTINGENCY FEES:

Unforeseen or planned issues required by the County shall be billed on a time & materials basis.

3. ONGOING COSTS:

- a. Annual maintenance fee for this module will be **\$7,500.00**.

Contractor shall provide a comprehensive maintenance program through their Standard Support Services Agreement. An eleven (11) member support team is available from 7:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, except holidays. After hours support is available for emergencies at no additional charge. Support can be reached by dialing (410) 329-1300 Option 1. After hours, the message will provide instructions to transfer to the on-call technician's cellular phone.

Enhancements, updates, upgrades, and fixes are delivered through email, from our ftp site or via the mail on CD. Contractor is continually making improvements to our software and a new update is usually available on a weekly basis. Customers can obtain these updates at any time via any of the above means.

Any and all issues for support of the software are to be reported to Contractor via telephone (410) 329-1300, fax (410) 329-1885 with a follow up call to ensure receipt, email Support@ParadigmSoftware.com with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from the website.

4. PAYMENT TERMS:

- a. Invoices for the fixed cost of the software/services shall be submitted to the address specified below upon the completion of each milestone as approved by the County Project Manager. Contractor shall reference Contract number and milestone on each invoice. [Reference Attachment 1 to Exhibit B] Payment will be Net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Waste & Recycling and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.
- b. Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:
OC Waste & Recycling
Attn: Accounts Payable
300 North Flower Street, Suite 400
Santa Ana, CA 92703

5. INVOICING INSTRUCTIONS:

- a. The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:
 1. Contractor's name and address
 2. Contractor's remittance address (if different from 1 above)
 3. Name of County Agency Department
 4. County Contract number
 5. Deliverables / Service description/Rate (in accordance with Exhibit B and Attachment 1 to Exhibit B)
 6. Contractor's Federal I. D. number
 7. Total
- b. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be

returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

6. RETENTION:

- a. Implementation
- b. A ten percent (10%) retention shall be withheld from each invoice and shall be paid within forty-five (45) days after completion of all services (except the warranty) and submittal and acceptance of deliverables. This retention shall be invoiced separately by the Contractor within thirty (30) days after all required documentation has been received and approved by the County.
- c. Final payment will only be made upon successful completion of all deliverables set forth in Exhibit A, and County's acceptance of same as correct and complete, in accordance with Exhibit B.

	Task Name	Start	Finish	Resource	Duration
1	Contract	Tue 3/8/11	Fri 3/11/11	County	4 days
2	Contract Finalizations	Mon 3/14/11	Fri 4/22/11	Both	30 days
3	Board Approval	Mon 4/25/11	Mon 4/25/11	County	1 day
4	1st On-Site Visit and Installation	Tue 4/26/11	Mon 5/2/11	Both	5 days
5	Review and Discuss Functional Specifications	Tue 5/3/11	Mon 6/13/11	Both	30 days
6	Finalize Functional Specifications	Tue 6/14/11	Mon 6/27/11	Both	10 days
7	Design and Development of Customizations	Tue 6/28/11	Mon 10/31/11	PSLLC	90 days
8	2nd On-Site Visit and Staff Training	Tue 11/1/11	Mon 11/7/11	Both	5 days
9	Go Live	Tue 11/8/11	Mon 11/14/11	Both	5 days
10	Final Acceptance	Tue 11/15/11	Mon 12/26/11	County	30 days

Qty	UM	Description	Unit Price	Extended Price	Payment Milestone	Percentage	Amount	Payment	Retention
		CompuWeigh™ System Software							
1	Each	Accounts Receivable and Aging Module*	\$50,000.00	\$50,000.00	D-1A Due Upon 1st Visit/Installation D-1B Due Upon 2nd Visit/Staff Training D-1C Due Upon Go-Live	50% 25% 25%	\$25,000.00 \$12,500.00 \$12,500.00	\$22,500.00 \$11,250.00 \$11,250.00	\$2,500.00 \$1,250.00 \$1,250.00
		Paradigm Software Sub Total		\$50,000.00					
		Documentation							
1	Each	1 complete set of documentation (Note: All documentation is available on-line from within each program)	\$0.00	\$0.00	D-2				
		Configuration and Customization							
1	Flat Fee	Software Customization – Activity Month/Period	\$1,750.00	\$1,750.00	D-3A.A Due Upon Installation D-3A.B Due Upon Acceptance by OC Waste & Recycling D-3A.C Due Upon Go-Live	34% 33% 33%	\$595.00 \$577.50 \$577.50	\$535.50 \$519.75 \$519.75	\$59.50 \$57.75 \$57.75
1	Flat Fee	Software Customization – Activity Period Table	\$1,750.00	\$1,750.00	D-3B.A Due Upon Installation D-3B.B Due Upon Acceptance by OC Waste & Recycling D-3B.C Due Upon Go-Live	34% 33% 33%	\$595.00 \$577.50 \$577.50	\$535.50 \$519.75 \$519.75	\$59.50 \$57.75 \$57.75
1	Flat Fee	Software Customization – Accounts	\$2,800.00	\$2,800.00	D-3C.A Due Upon Installation D-3C.B Due Upon Acceptance by OC Waste & Recycling D-3C.C Due Upon Go-Live	34% 33% 33%	\$952.00 \$924.00 \$924.00	\$856.80 \$831.60 \$831.60	\$95.20 \$92.40 \$92.40
1	Flat Fee	Software Customization – Security Deposit Management Table	\$1,750.00	\$1,750.00	D-3D.A Due Upon Installation D-3D.B Due Upon Acceptance by OC Waste & Recycling D-3D.C Due Upon Go-Live	34% 33% 33%	\$595.00 \$577.50 \$577.50	\$535.50 \$519.75 \$519.75	\$59.50 \$57.75 \$57.75
1	Flat Fee	Software Customization – Security Deposit Type Lookup Table	\$1,750.00	\$1,750.00	D-3E.A Due Upon Installation D-3E.B Due Upon Acceptance by OC Waste & Recycling D-3E.C Due Upon Go-Live	34% 33% 33%	\$595.00 \$577.50 \$577.50	\$535.50 \$519.75 \$519.75	\$59.50 \$57.75 \$57.75
1	Flat Fee	Software Customization – Automatic Closure of Accounts/Thresholds	\$2,800.00	\$2,800.00	D-3F.A Due Upon Installation D-3F.B Due Upon Acceptance by OC Waste & Recycling D-3F.C Due Upon Go-Live	34% 33% 33%	\$952.00 \$924.00 \$924.00	\$856.80 \$831.60 \$831.60	\$95.20 \$92.40 \$92.40
1	Flat Fee	Software Customization – Terms Lookup Table	\$1,400.00	\$1,400.00	D-3G.A Due Upon Installation D-3G.B Due Upon Acceptance by OC Waste & Recycling D-3G.C Due Upon Go-Live	34% 33% 33%	\$476.00 \$462.00 \$462.00	\$428.40 \$415.80 \$415.80	\$47.60 \$46.20 \$46.20
1	Flat Fee	Software Customization – Desk Assignment Table	\$1,400.00	\$1,400.00	D-3H.A Due Upon Installation D-3H.B Due Upon Acceptance by OC Waste & Recycling D-3H.C Due Upon Go-Live	34% 33% 33%	\$476.00 \$462.00 \$462.00	\$428.40 \$415.80 \$415.80	\$47.60 \$46.20 \$46.20

Attachment 1 to Exhibit B

1	Flat Fee	Software Customization – General Accounting Option Management Screen	\$1,750.00	\$1,750.00		D-3I.A D-3I.B D-3I.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$595.00 \$577.50 \$577.50	\$535.50 \$519.75 \$519.75	\$59.50 \$57.75 \$57.75
1	Flat Fee	Software Customization – End of Day Balancing (Picking up Charges)	\$2,800.00	\$2,800.00		D-3J.A D-3J.B D-3J.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$952.00 \$924.00 \$924.00	\$856.80 \$831.60 \$831.60	\$95.20 \$92.40 \$92.40
1	Flat Fee	Software Customization – Landfill Transaction Adjustments	\$4,900.00	\$4,900.00		D-3K.A D-3K.B D-3K.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$1,666.00 \$1,617.00 \$1,617.00	\$1,499.40 \$1,455.30 \$1,455.30	\$166.60 \$161.70 \$161.70
1	Flat Fee	Software Customization – Administrative Debit/Charge Transactions	\$2,800.00	\$2,800.00		D-3L.A D-3L.B D-3L.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$952.00 \$924.00 \$924.00	\$856.80 \$831.60 \$831.60	\$95.20 \$92.40 \$92.40
1	Flat Fee	Software Customization – Administrative Credit Transactions	\$2,800.00	\$2,800.00		D-3M.A D-3M.B D-3M.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$952.00 \$924.00 \$924.00	\$856.80 \$831.60 \$831.60	\$95.20 \$92.40 \$92.40
1	Flat Fee	Software Customization – Payments	\$11,200.00	\$11,200.00		D-3N.A D-3N.B D-3N.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$3,808.00 \$3,696.00 \$3,696.00	\$3,427.20 \$3,326.40 \$3,326.40	\$380.80 \$369.60 \$369.60
1	Flat Fee	Software Customization – Transfer of Funds	\$2,800.00	\$2,800.00		D-3O.A D-3O.B D-3O.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$952.00 \$924.00 \$924.00	\$856.80 \$831.60 \$831.60	\$95.20 \$92.40 \$92.40
1	Flat Fee	Software Customization – Applying of Credit (Payment, Administrative Credit and Transfer of Funds)	\$2,800.00	\$2,800.00		D-3P.A D-3P.B D-3P.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$952.00 \$924.00 \$924.00	\$856.80 \$831.60 \$831.60	\$95.20 \$92.40 \$92.40
1	Flat Fee	Software Customization – Pre-Billing Statement System Balancing	\$2,800.00	\$2,800.00		D-3Q.A D-3Q.B D-3Q.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$952.00 \$924.00 \$924.00	\$856.80 \$831.60 \$831.60	\$95.20 \$92.40 \$92.40
1	Flat Fee	Software Customization – Billing Statement	\$5,600.00	\$5,600.00		D-3R.A D-3R.B D-3R.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$1,904.00 \$1,848.00 \$1,848.00	\$1,713.60 \$1,663.20 \$1,663.20	\$190.40 \$184.80 \$184.80
1	Flat Fee	Software Customization – Aging	\$5,600.00	\$5,600.00		D-3S.A D-3S.B D-3S.C	Due Upon Installation Due Upon Acceptance by OC Waste & Recycling Due Upon Go-Live	34% 33% 33%	\$1,904.00 \$1,848.00 \$1,848.00	\$1,713.60 \$1,663.20 \$1,663.20	\$190.40 \$184.80 \$184.80

