SINGLE SOURCE AWARD **BID # SS-9907-21**

Subject: Purchase Upgrade Solid Waste Software to CompuWeigh 6.0

Department: Information Technologies Division

Description of Purchase:
Recommend approval to amend the term of agreement for the Single Source Award with Paradigm Software, L.L.C. for Purchase Upgrade Solid Waste Software to CompuWeigh 6.0. Period of service is ten (10) years commencing upon the date of contract execution, with one (1) ten (10) year renewal option. This request is at no additional cost to the City.
All other terms and conditions will remain the same.

To be executed by formal contract amendment through the Office of General Counsel.

Single Source Award To: Paradigm Software, L.L.C.

Price Justification: See Attached

Total Award: $82,763.00 **Requisition #** FAIT-500724-21

Attachments: Agency Memo, Draft Agreement, Previous Award

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: March 25, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2021.03.26 13:10:07 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2021.03.25 16:56:46 -04'00'

SUBJECT: **SS-9907-21 Purchase Upgrade Solid Waste Software to CompuWeigh 6.0 – Award Amendment**

The Information Technologies Division (ITD) requests approval to amend the term of the agreement for SS-9907-21 Purchase Upgrade Solid Waste Software to CompuWeigh 6.0 with Paradigm Software, LLC. As per the terms and conditions under negotiation with Paradigm, the period of coverage for the Standard Support Services and Licensing Agreement will be granted for ten (10) years commencing upon the date of contract execution, with one (1) ten (10) year renewal option. The renewal option will be exercised upon the same terms and conditions of the initial agreement being negotiated.

Upon award approval, a request for a formal contract will be made through the Office of General Counsel.

This request is at no additional cost to the City.

Tracy Geake — Digitally signed by Tracy Geake Date: 2021.03.26 07:46:41 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: BID # SS-9907-21
Addendum A Standard Support Services and Licensing Agreement

CC: Mamta Gupta, Applications Development Project Manager
Paul Freeman Enterprise Applications Manager
Elizabeth Brown, IT Operations Manager
Alexander Ciprian, IT Contract Administrator

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

SINGLE SOURCE AWARD **BID # SS-9907-21**

Subject: Purchase Upgrade Solid Waste Software to CompuWeigh 6.0

Department: Information Technologies Division

Description of Purchase:
Recommend approval of Single Source Award with Paradigm Software, L.L.C. to purchase Upgrade Solid Waste Software to CompuWeigh 6.0 for the landfill scale house management operation. Total requested expenditure not to exceed $82,763.00.

Funding for this award to be encumbered by account 53106.113002.565220.010095, to be executed by purchase order(s).

Single Source Award To: Paradigm Software, L.L.C.

Price Justification: See Attached

Total Award: $82,763.00 **Requisition #** FAIT-500625-21

Attachments: Single Source Form; Agency Memo, Vendor Letter, Vendor Quote

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 2/11/2021

ACTION OF AWARDING AUTHORITY

DATE: 2/11/21

APPROVED ✓ **DISAPPROVED**

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

FORM GB-114, Revised 12/2007

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

The Information Technologies Division (ITD) requests approval to purchase an upgrade to CompuWeigh 6.0. The current system is currently utilized at Solid Waste Division. The CompuWeigh System is an enterprise application to manage their landfill operations.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Paradigm Software, LLC is the developer and owner of CompuWeigh Software. As such, it is the single source supplier for all the licenses, modules, and hardware associated with the CompuWeigh software application.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Research conducted found that Paradigm Software, LLC, is the only vendor authorized to provide the licenses,modules,hardware, and 6.0 upgrades associated with this application. The supplier submitted a sole source letter to confirm its status.

Procurement Division

March, 2020

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: January 22, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO — Kenneth E. Lathrop, Digitally signed by Kenneth E. Lathrop, Date: 2021.01.25 07:37:39 -05'00'

FROM: Thomas Ossi, Technology Contract and Records Manager — THOMAS OSSI, Digitally signed by THOMAS OSSI, Date: 2021.01.22 16:12:14 -05'00'

SUBJECT: **Upgrade Solid Waste Software to CompuWeigh 6.0 - Single Source Request**

The Information Technologies Division (ITD) is requesting approval of a single source award to Paradigm Software, LLC, to purchase a software upgrade to CompuWeigh 6.0. The Solid Waste Division uses the equipment and associated software for the landfill scale house management operation. The 6.0 software upgrade has many improvements in workflow, functionality and will enhance current processes and operations. ITD will also need to evaluate the requirements and costs associated with a gateway credit card processor supplier upon project completion. The estimated costs associated with this requirement is not included in the supplier's quoted amount. The term of the agreement will commence upon contract execution and continue until project completion.

The licenses, modules, hardware, and software upgrades associated with the CompuWeigh system are sold and supported by Paradigm Software, LLC. The supplier submitted a sole source letter to confirm its status.

Upon award approval, a request for a formal contract will be made through the Office of General Counsel.

The total not-to-exceed amount required for the total project is $82,763.00.

FUNDING SOURCE: 53106.113002.565220.010095 — Tracy Geake, Digitally signed by Tracy Geake, Date: 2021.01.22 16:47:26 -05'00'

Your favorable consideration of this request is appreciated.

Attachments: Single Source Request
Supplier Quote
Supplier Single Source Letter

CC: Mamta Gupta, Applications Development Project Manager
Paul Freeman Enterprise Applications Manager
Elizabeth Brown, IT Operations Manager
Alex Ciprian, IT Contract Administrator

Price Quote

PARADIGMSOFTWARE
The Standard in Weighing and Routing Software

To: Mamta Gupta, City of Jacksonville, FL
From: Trevor Mann, Paradigm Software, L.L.C.
Date: 01/08/2021
Re: Upgrade to CW6

The following price quote is presented for the requested items below as requested by City of Jacksonville, FL.

Qty	UM	Item/Description	Rate	Total
1.00	FF	Upgrade to CompuWeigh 6.0 - (Includes all currently owned licenses, modules and customizations - does not include the re-creation of reports. CW6 was completely re-written from the ground up and contains many improvements in workflow and functionality. As this is a completely new version, the City of Jacksonville will test all aspects of the system as it pertains to the customer's business. PSLLC will provide the necessary training and will provide guidance for testing)	$32,750.00	$32,750.00
1.00	FF	Alerts / Rules Module	$2,625.00	$2,625.00*
1.00	FF	Export to Third Party Accounting Package (GL only) - (Oracle 1Cloud)	$4,000.00	$4,000.00
1.00	FF	Software Discount	($2,625.00)	($2,625.00)
120.00	HR	Remote Install/Training - Implementation - (during normal PSLLC business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - customer will be invoiced for time used)	$210.00	$25,200.00
1.00	FF	Contingency Funds - (Contingency Funds to be used as necessary for the WeighPay Module upon approval by the City. This price includes the 4 Lanes of the WeighPay Module, the 16 Hours of Installation/Training of the WeighPay Module, and the Support associated with the WeighPay Module. Customer will only be invoiced for Contingency Funds upon approval. Contingency Funds used for licensing, modules or customizations may result in additional Annual Support cost. Customer must enter into an agreement with Card Connect, AxiaMed, Point & Pay or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with Card Connect, AxiaMed, Point & Pay or Elavon are not included in PSLLC pricing unless specifically noted.)	$12,408.00	$12,408.00
12.00	MO	Pro-Rata Increase in Annual Standard Support - (will be invoiced based on Go-Live date)	$43.75	$525.00

Project Total:	**$74,883.00**
***Total Increase in Annual Support:**	**$525.00**
***Total Increase in Annual Service Fee:**	**$0.00**

All pricing and subsequent payments are in US Dollars

QuoteID:JAFL-34609

Payment Terms (Does not include Taxes):

Description	Percent	Total
Due Upon Agreement/Quote Execution	40%	$24,990.00
Due Upon Receipt of Software	25%	$15,618.75
Due Upon Go-Live	25%	$15,618.75
Due 30 Days After Go-Live	10%	$6,247.50
Hardware Due Upon Agreement/Quote Execution	100%	$0.00
Due Upon Customer's Approval	100%	$12,408.00

All duties and taxes regarding the shipment of the items above are the responsibility of the customer. To authorize and initiate this work, this expansion memo must be signed and dated on the appropriate line below by authorized personnel of City of Jacksonville, FL below. Please e-mail a signed copy to info@paradigmsoftware.com or fax to (443) 275-2509. If you have any questions, please call us at (410) 329-1300, option 3. This quote is valid for thirty (30) days from the date listed above. The signature below authorizes Paradigm Software, L.L.C. to perform the modifications specified above.

City of Jacksonville, FL

Signature: _____

By: _____
(Please Print)

Title: _____

Date: _____

Paradigm Software, L.L.C.

Signature: _____

Phil Weglein
Chief Executive Officer

Date: 01/08/2021

Please provide shipping address if applicable:

_____
Street Address (no PO Box)

_____
City, State/Province, Zip/Postal Code

QuoteID:JAFL-34609

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

PARADIGM SOFTWARE
The Standard in Weighing and Routing Software

December 8, 2020

City of Jacksonville, FL
Solid Waste Division
117 W. Duval Street
Jacksonville, FL 32202

Sole Source Letter

To Whom It May Concern:

The CompuWeigh™ System and all licenses/modules/hardware/etc. associated with this application are sold and supported exclusively by Paradigm Software, L.L.C. This letter is to certify that Paradigm Software, L.L.C. is the only company that can provide this software and support and that all work will be performed by our company.

If you have any questions, please feel free to contact us at (410) 329-1300.

Regards,

Philip Weglein
Chief Executive Officer

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A
System Implementation

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its execution of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to deliver and install the the most recent upgraded version of its software CompuWeigh's proprietary software known as CompuWeigh 6.0 (the "Software") and provide the other implementation services described in Exhibit A to this Addendum A (the "Implementation Services"), and hereby grants to the CUSTOMER a license to use the Software as set forth herein below.

1. CUSTOMER RESPONSIBILITIES. CUSTOMER shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CUSTOMER shall make available qualified personnel to be trained by PARADIGM in the use, operation, and management of the Software, and shall provide and adequately manage the resources necessary to implement and operate the Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CUSTOMER shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

2. TRAINING. PARADIGM shall provide standard training in the use of the Software according to of the provisions of this Addendum. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the PARADIGM and shall be included in the pricing provided in Exhibit B.

3. Intentionally Deleted.

4. Intentionally Deleted.

5. GRANT OF LICENSE. Upon PARADIGM's execution of the Agreement and the acceptance of this Addendum A, PARADIGM hereby grants to CUSTOMER a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CUSTOMER, who shall acquire no right, title, interest, or privilege with respect to the Software or the Documentation by implication.

6. TERM AND RENEWAL. The term of the license herein granted is ten (10) years commencing with the date of Customer's Acceptance of the updated Software by CUSTOMER, unless terminated earlier as provided herein (the "Term"). If CUSTOMER is not in default under this Agreement, CUSTOMER shall have the right to renew the Term of this license upon the same terms and conditions, for one (1) additional ten (10) year term (the "Renewal Term"). CUSTOMER shall pay a license renewal fee in an amount equal to fifty percent (50%) of the "Upgrade to CompuWeigh plus any cumulative adjustments for the Producer Price Index (the "PPI") published by the U.S. Department of Labor, Bureau of Labor Statistics [All Commodities, U.S. City Average, All items, 1982=100] (the "License Renewal Fee"), which License Renewal

Fee shall be due and payable immediately upon commencement of the Renewal Term. If CUSTOMER purchases a "Version Upgrade" at any time during the initial Term, then the Term shall automatically extend for one (1) additional ten (10) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase price of the Software purchased under this Agreement (excluding installation charges) plus all reasonable applicable installation charges. PARADIGM defines modifications to the Software as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the CUSTOMER is currently licensed for (example – going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). Notwithstanding the foregoing, at the expiration of the Term, as may be extended, from time to time pursuant to the terms of this Section 6, or earlier termination of this Agreement as provided for in the Agreement, the license granted to CUSTOMER in Section 5 hereof shall immediately cease, and CUSTOMER shall not use, run, implement, install, store, maintain, keep, monetize, or otherwise benefit from in any way nor have any right to the Software or Documentation.

7. SCOPE. A single, executable copy of the object code version of the Software may be used by CUSTOMER for testing purposes and for processing of data, but such data shall be strictly limited to data of CUSTOMER created or used in the connection with CUSTOMER. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CUSTOMER shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CUSTOMER with a single, back-up copy of the Software which CUSTOMER shall keep in a secure location reasonably approved by PARADIGM in advance. CUSTOMER shall place on all copies of the Software any notice, including, copyright notice, reasonably requested by PARADIGM.

8. TITLE AND OWNERSHIP. PARADIGM is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to CUSTOMER, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein, subject to CUSTOMER's rights under the license granted under this Agreement. All additions, modifications, derivatives, and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM on loan during the term of the license granted pursuant to this Agreement. CUSTOMER shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CUSTOMER purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CUSTOMER hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CUSTOMER agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CUSTOMER hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s),

as appropriate. CUSTOMER shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CUSTOMER shall not disclose, divulge, or communicate to any person (including contractors and consultants), except to CUSTOMER's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

9. INDEMNITY. PARADIGM will, at its sole cost, defend and hold harmless CUSTOMER against any claim that the Software infringes on a U.S. copyright, a U.S. patent, trade secret or other intellectual property right existing as of the effective date of this Agreement, or a trade secret, provided that (i) CUSTOMER promptly notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for CUSTOMER the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If PARADIGM concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PARADIGM will refund or credit to CUSTOMER the license fee paid by CUSTOMER under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) CUSTOMER will return the original and all whole or partial copies of the Software to PARADIGM; and (iii) the license granted hereunder will terminate. PARADIGM has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph and the indemnification obligations provided in _____ state the entire obligation of PARADIGM regarding infringement of intellectual property rights and will survive the termination of this Agreement. As of the date hereof, PARADIGM represents and warrants that there are no third party claims asserting intellectual property rights in the Software, legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.

10. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CUSTOMER's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of one year from the date of Customer's Acceptance of the Software, when operated as recommended. PARADIGM will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CUSTOMER shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CUSTOMER's sole and exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CUSTOMER's written notice received not later than five (5) days after the end of the one year warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty.

PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM,

INFORMATIONAL CONTENT AND CUSTOMER'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.