Engineering Services Committee Meeting | Committee Room- 12/11/2006- 1:30 PM

ENGINEERING SERVICES

1. Motion to abandon 0.07 tract of land off of Augusta Avenue to Macuch Steel Products, Inc. — Attachments

2. Approve an amendment to "A resolution defining a unit of service for solid waste collections". — Attachments

3. Approve funds in the amount of $253,500 for 145 additional sewer tie-ins and unforeseen roadway conditions associated with the Belair Hills Subdivision Sanitary Sewer System project. — Attachments

4. Motion to authorize condemnation of a portion of Property #051-0-216-01-0 3929 Bolton Street, which is owned by Pearline G. Tate, Robert E. Tate and Moy-A Bey for 6,526 sq. ft. of permanent easement area. Public Works Project: Pointe West Subdivision Drainage Improvement Project. — Attachments

5. Motion to authorize condemnation of a portion of Property #051-0-057-00-0 at 3958 Scott Street, which is owned by Cleo Preston Tutt, for 321 sq. ft. of permanent easement area and 3,683 sq. ft. of temporary construction easement area. Public Works Project: Belair Hills Subdivision Improvement Project. — Attachments

6. Motion to authorize condemnation of a portion of Property # 128-0-110-00-0 3640 on New Karleen Road, which is owned by Katrina B. Whitfield and Horace Whitfield, for 1,700 Sq. Feet for a Permanent Easement and 850 Sq. Feet for a Temporary Easement. AUD Project: Horsepen Sanitary Sewer – Phase 2. — Attachments

7. Discuss solid waste billing system. Attachments

8. Award a contract to Commonwealth Data Communications, Inc. for a solid waste management program in an amount not to exceed $175,000. Attachments

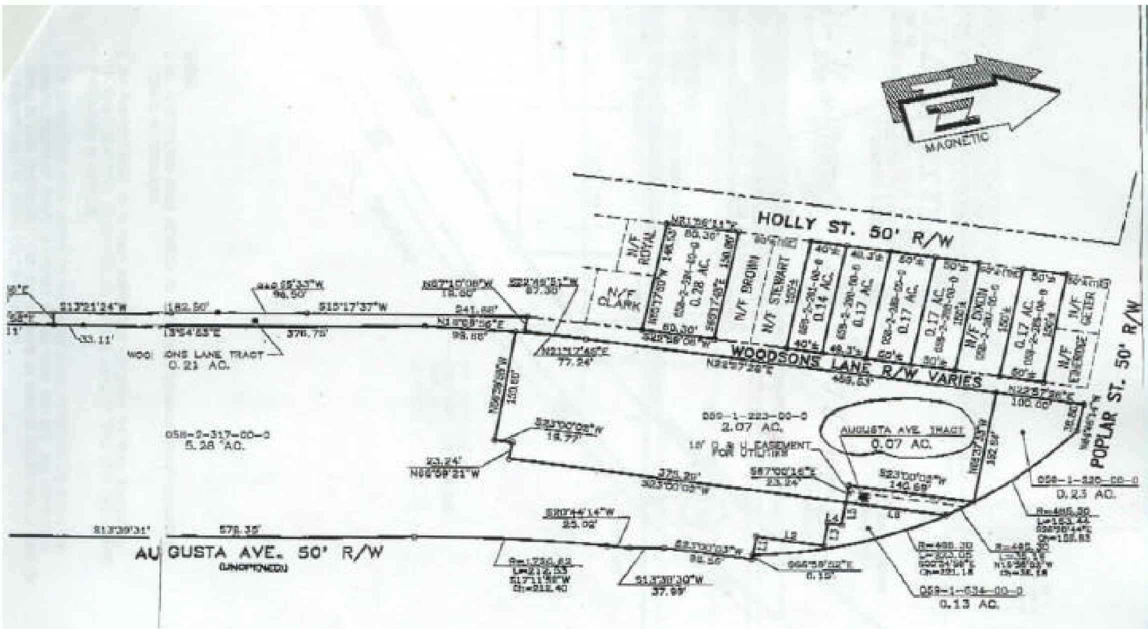
www.augustaga.gov

Engineering Services Committee Meeting
12/11/2006 1:30 PM
Abandonment - Augusta Avenue

Department:	County Attorney - Stephen E. Shepard, Attorney
Caption:	Motion to abandon 0.07 tract of land off of Augusta Avenue to Macuch Steel Products, Inc.
Background:	The 0.07 tract of land is located off of Augusta Avenue, between Augusta Avenue's intersections with Woodson Lane and Anderson Avenue, as shown on the attached plat. Macuch Steel is the current owner of all of the properties surrounding this tract of land which is currently paved with asphalt. Macuch Steel desires the abandonment of this property so that it may use it in conjunction with its adjoining property.
Analysis:	Because a single owner owns all of the adjacent property, there is no concern that abandonment will block egress or access to any property owner.
Financial Impact:	An appraisal valued the property's market value to be $1000.00.
Alternatives:	Either approve or deny the motion to abandon the 0.07 tract of land off of Augusta Avenue.
Recommendation:	Approve the motion to abandon the 0.07 tract of land off of Augusta Avenue.
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Administrator.
Clerk of Commission



LINE TABLE		
LINE	LENGTH	BEARING
L1	25.20	N66°58'58"W
L2	75.00	N23°00'02"E
L3	31.35	N66°59'58"W
L4	15.00	N23°00'02"E
L5	31.35	N66°59'58"W
L6	112.38	N23°00'02"E

COMPILED MAP

FOR

Macuch Steel Products, Inc.

SHOWING PROPERTY KNOWN AS TAX MAP No. 58-2-286, 58-2-287, 58-2-288, 58-2-289, 58-2-290, 58-2-291, 58-2-294, 58-2-317, 59-1-220, 59-1-223, 59-1-634 & 58-4-573 LOCATED IN THE 88TH G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE : 1" = 100'

FEBRUARY 2, 2006

REV: 5/1/06

REV: 5/2/06

100' 50' 0 100' 200'

SCALE IN FEET

PREPARED BY

Cranston, Robertson & Whitehurst, P.C.

452 ELLIS STREET - P.O. DRAWER 2546 - AUGUSTA, GEORGIA 30903

ENGINEERS - PLANNERS - SURVEYORS

RESOLUTION

FINDING THE AUGUSTA AVENUE TRACT AS HAVING
CEASED TO BE USED FOR PUBLIC PURPOSES AND FOR
ABANDONMENT OF SAME

WHEREAS, the Augusta-Richmond County Commission has been petitioned to consider the 0.07 acre tract of Augusta Avenue, a tract measuring 23.24 feet by 140.69 feet, being designated as the "Augusta Avenue Tract," and as shown on the plat attached hereto as Exhibit A;

WHEREAS, O.C.G.A. § 32-7-2 setting forth the procedure for such abandonment first requires that there be a determination that the Augusta Avenue Tract for which abandonment is sought has, for any reason, ceased to be used by the public to the extent that no substantial public purpose is served by it, and the Augusta-Richmond County Commission has so determined;

NOW, THEREFORE, it is hereby resolved as follows:

1. It is hereby determined that the 0.07 acre tract of Augusta Avenue, a tract measuring 23.24 feet by 140.69 feet, and as shown on the map attached as Exhibit "A", has ceased to be used by the public to the extent that no substantial public purpose is served by it;

2. The property owner surrounding the tract for which abandonment is sought shall be notified of such determination and request for abandonment, pursuant to O.C.G.A. § 32-7-2(b)(1);

3. Notice of such determination of the proposed cessation of public use and request for abandonment shall be published in the Augusta Chronicle, the newspaper in

which the Sheriff's advertisements for the County are published, once a week for a period of two weeks, pursuant to O.C.G.A. § 32-7-2(b)(1); and

4. A public hearing on such issue shall be conducted at 10:00 a.m. in the Chambers of the Augusta-Richmond County Commission on _________________.

This Resolution and applicable subsequent Resolutions relative to the abandonment of the 0.07 acre tract of Augusta Avenue, a tract measuring 23.24 feet by 140.69 feet, shall be recorded on the minutes of the Augusta-Richmond County Commission, accompanied by the attached map.

Duly adopted by the Augusta-Richmond County Commission, Georgia this ____ day of ____________, 2006.

AUGUSTA-RICHMOND COUNTY COMMISSION

By:_________________________________
As its Mayor

ATTEST:

____
Clerk of Commission

(Seal)

AGENDA ITEM ______________

EDITION ______________

DATE:

TO: **Andy Cheek, Chairman, Engineering Services Committee**

THROUGH: Fred Russell, Administrator

FROM: Stephen E. Shepard, County Attorney

SUBJECT: Augusta Ave. Tract, containing 0.07 acres

CAPTION: Motion to abandon to Macuch Steel Products, Inc., ("Macuch Steel"), a the Augusta Avenue Tract, consisting of 0.07 acres, more or less, and measuring 23.24 feet by 140.69 feet.

BACKGROUND: Macuch Steel is the current owner of all of the properties surrounding the Augusta Avenue Tract, as shown on the attached plat. This tract has not been used for public access in many years. Macuch Steel desires the abandonment of this property so that it may use the tract in conjunction with its adjoining property.

ANALYSIS: Because a single owner owns all of the adjacent property, there is no concern that abandonment will block egress or access to any property owner.

FINANCIAL IMPACT: An appraisal valued the property's market value to be $1000.00

ALTERNATIVES: Either approve or deny the motion to abandon the Augusta Avenue Tract.

RECOMMENDATION: Approve the motion to abandon the Augusta Avenue Tract.

AGENDA ITEM ______________

EDITION ______________

AGENDA DATE: Engineering Services Committee: _______________

Commission: ______________

DEPARTMENT DIRECTORS:
THE

____

ACCOUNT(S):

____

FUNDS AVAILABLE IN

FOLLOWING

G/L No.________________
J/L No.________________

ADMINISTRATOR:

____

DATED:

____

FINANCE COMMITTEE ACTION:____________________________________

____

____

Engineering Services Committee Meeting
12/11/2006 1:30 PM
Amendment to the Solid Waste Resolution

Department:	Solid Waste
Caption:	Approve an amendment to "A resolution defining a unit of service for solid waste collections".
Background:	On December 19, 2005 a resolution was passed by the Commission which defined a unit as a single family dwelling with utilities. By doing so, it identified who must be included in the solid waste collections program.
Analysis:	Since implementing the new sections of the solid waste collection area, several unanticipated issues have arisen. The largest of which is flag pole lots. Many customers with flag pole lots, must bring their cans to the right of way for services under our contracts. Previously, their private hauler would go collect from the back door of the residence. Forcing the residents to move the can back and forth to the right of way, in some cases over a half mile, has become unrealistic. Working with the County Attorney, we have identified several items where the Solid Waste Department suggests the flexibility to offer exemptions and develop policies for such. They include: a. Distance customer (owner or occupier) must move his/her solid waste cart to the public right of way. b. Damage to and/or potential damage to private property. c. Issues and/or potential issues with life and safety. d. Health, disability and/or medical issues. e. Consent of Solid Waste Department.
Financial Impact:	Limited as we pay our contracts by the unit.
Alternatives:	1. Approve an amendment to "A resolution defining a unit of service for solid waste collections". 2. Keep the existing policy in effect.

Recommendation: Option 1

Funds are
Available in the
Following
Accounts:

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

CAPTION:

Approve an amendment to "A resolution defining a unit of service for solid waste collections".

BACKGROUND:

On December 19, 2005 a resolution was passed by August which defined a unit. By doing so, it identified who must be included in the solid waste collections program.

ANALYSIS:

Since implementing the new sections of the solid waste collection area, several unanticipated issues have arisen. The largest of which is flag pole lots. Many customers with flag pole lots, must bring their cans to the right of way for services under our contracts. Previously, their private hauler would go collect from the back door of the residence. Forcing the residents to move the can back and forth to the right of way, in some cases over a half mile, has become unrealistic.

Working with the County Attorney, we have identified several items where the Solid Waste Department suggests the flexibility to offer exemptions and develop policies for such. They include;

a. Distance customer (owner or occupier) must move his/her solid waste cart to the public right of way.
b. Damage to and/or potential damage to private property.
c. Issues and/or potential issues with life and safety.
d. Health, disability and/or medical issues.
e. Consent of Solid Waste Department.

FINANCIAL IMPACT:

Limited as we pay our contracts by the unit.

ALTERNATIVES:

1. Approve an amendment to "A resolution defining a unit of service for solid waste collections".

2. Keep the existing policy in effect.

Engineering Services Committee Meeting
12/11/2006 1:30 PM
Approve funds for additional sanitary sewer service tie-ins/Unforeseen roadway conditions at Belair Hills Subdivision

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Department:	Utilities Engineering
Caption:	Approve funds in the amount of $253,500 for 145 additional sewer tie-ins and unforeseen roadway conditions associated with the Belair Hills Subdivision Sanitary Sewer System project.
Background:	The Butler Creek-Belair Hills Subdivision Sanitary Sewer System project was awarded to Chandler Construction Services, Inc. for $4,135,310 on March 13, 2006. The project, currently underway, will install approximately 34,000 linear feet of sanitary sewer in the subdivision.The original design required the contractor to provide 260 sewer tie-ins.The design was based on existing housing and uncertain development plans for the area.In addition the existing roadways were assumed to have been constructed to minimum standards. Soil borings were taken in deep cut areas per normal engineering practice. The design of routine roadway repairs after installation of new sewer line was provided in the contract.
Analysis:	The Belair Hills Subdivision is developing at a faster rate than projected. To provide sewer service for all future property owners and to avoid long term re-construction in areas/streets where new housing is just beginning, AUD needs to provide an additional 145 sewer tie-ins. This involves extending the currently contracted for sewer line a total of 1,315 linear feet in addition to the piping for the new tie-ins. The cost for this effort is $166,830. The Belair Hills Subdivision streets of Ruth, Murray and Hilda were discovered during the installation of new sewer line to have to have substandard construction. The roadway' subgrade contained stumps,tree trunks, and muck. The pavement thickness was discovered to be 1/2" to 3/4" in most areas of these roads. The cost to rebuild these streets to acceptable

construction standards is $86,670.

Financial Impact:	The cost to modify the contract for the additional sewer services and unforeseen roadway repairs is $253,500
Alternatives:	The alternatives are: 1. Do not fund the modifications and install the original 260 sewer services. Delete the length of the sewer line contracted to be install to pay for the mandatory roadway repairs. 2. Proceed with the recommendation to fund the additional 145 sewer services and unforeseen roadway repairs.
Recommendation:	Approve funding in the amount of $253,500 for the additional 145 sewer tie-ins and unforeseen roadway repairs at Belair Hills Subdivision.
Funds are Available in the Following Accounts:	510043420-5425210 80150130-5425210

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Disadvantaged Business Enterprise.
Administrator.
Clerk of Commission

Belair Hills Subdivision: Locations currently identified requiring sewer service adjustments/Other Costs under the Chandler Construction Contract

Location	Design Change	Estimated Cost
(1) Padrick Street	Extend MH #28A, 110’	$6,960
(2) Ruth Street	Adjust service to parcel 96	$11,850
(3) Ruth Street	Extend MH #16B,100’	$7,300
(4) Ruth Street	Provide service to Park restroom	$810
(5) Grape Street	Raise sewer line, Add line in rear	$17,500 (Credit)
(6) Murray Street	Extend MH #9B,150’	$9,400
(7) Bolton Street	Extend MH #42A, 35’	$1920
(8) Barrett Street	Extend MH #44A, 125’	$8,200
(9) Barrett Street	Extend/Add MH# 12B5, 305’	$19,100
(10) Grape Avenue	Extend MH 40A , 140,	$8,300

Additional Costs

(1) 145 additional sewer services @ $810	$117,450
(2) Repair 435’ of Murray Street	$43,900
(3) Additional Milling @ Ruth,Hilda, & Murray	$15,500
(4) Foundation Backfill Adjustment @ $21/CY	$27,300
Total	$253,530

Bid Item #06-097
Butler Creek Collector Sanitary Sewer Extension
Augusta Utilities Department
Bid Due: Tuesday, February 28, 2006 @ 3:00 p.m.

Vendor	Total Bid	Bid Bond	Addendum 1
Blair Construction	$ 4,911,934.30	Yes	Yes
Chandler Construction	$ 4,118,685.00	Yes	Yes
Mabus Brothers	$ 4,345,885.00	Yes	Yes

Invitation To Bid

Bids will be received at this office until 3:00 p.m., Tuesday, February 28, 2006

Bid Item #06-097 Butler Creek Collector Sanitary Sewer Extension for Augusta Utilities Department

Bid's will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30911
706-821-2422

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911. Plans and specifications for the project can be made available upon request to Digital Blue Print. The fees for the plans and specifications which are non-refundable is $175.00

Documents may also be examined during regular business hours at the Augusta Builders Exchange, 1262 Merry Street, Augusta, GA 30904; F. W. Dodge Plan Room, 1281 Broad Street, Augusta, GA 30904. It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy, the Owner is providing the opportunity to view plans online (www.digblueprint.com) at no charge through Digital Blueprint (706-821-0405) beginning Thursday, January 12, 2006. Bidders are cautioned that submitting a package without review or Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that sequestration of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory pre bid conference will be held on Tuesday, February 7, 2006 from 10:00 a.m. in the conference room of the Procurement Department. All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. The last day to submit questions is Friday, February 10, 2006 by 4:00 p.m. No bid will be accepted by fax, all must be received by mail or hand delivered.

It is the wish of the Owner that minority businesses are given the opportunity to submit on the various parts of the work. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provide ample opportunity for business growth and development.

No bid may be withdrawn for a period of **60** days after time has been called on the date of opening. A 10% Bid bond is required to be submitted in a separate envelope so marked along with the bidder's qualifications; a 100% performance bond and a 100% payment bond will be required for award.

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the bid are material conditions of the package. Any bid package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. Please mark bid number on the outside of the envelope.

Bidders are cautioned that sequestration of bid documents through any source other than the office of the Procurement Department is not advisable. Acquisition of bid documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Augusta has a Link Deposit program designed to provide loans to eligible local Small, Minority and Women Owned Businesses. For more information about this program contact the Office of the Disadvantage Business Enterprise at 706-821-2406

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	January 12, 19, 26, February 2, 2006
Metro Courier	January 18, 2006

cc:	Tameka Allen	Interim Deputy Administrator
	Yvonne Gentry	DBE Coordinator
	Max Hicks	Utilities Department
	Wes Byne	Utilities Department

Engineering Services Committee Meeting
12/11/2006 1:30 PM
Condemnation - Tate, Robert

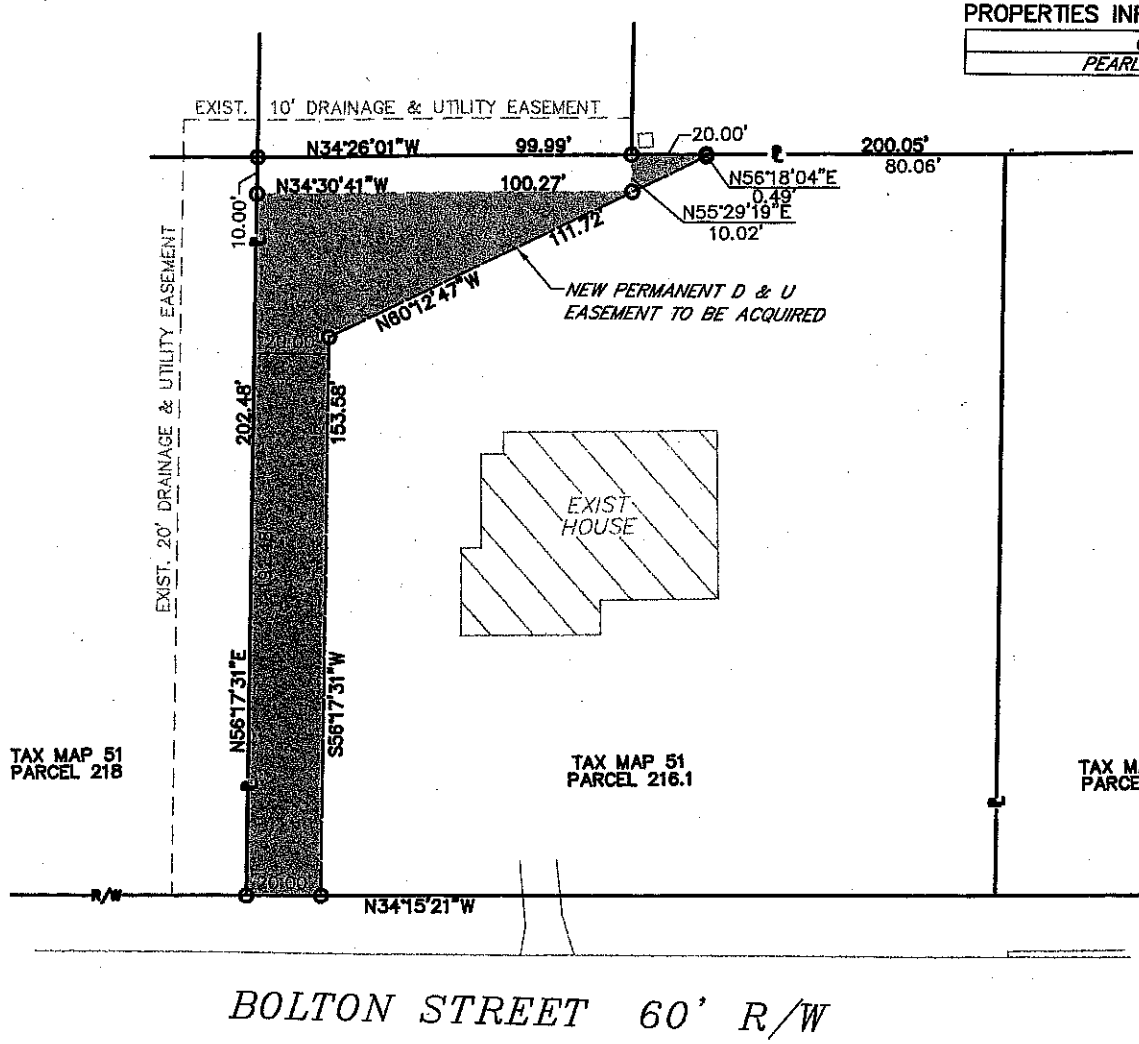
Department:	County Attorney - Stephen E. Shepard, Attorney
Caption:	Motion to authorize condemnation of a portion of Property #051-0-216-01-0 3929 Bolton Street, which is owned by Pearline G. Tate, Robert E. Tate and Moy-A Bey for 6,526 sq. ft. of permanent easement area. Public Works Project: Pointe West Subdivision Drainage Improvement Project.
Background:	The appraised value of the permanent easement is $4,242.00. The parties are unable to reach an agreed settlement amount. In order to timely acquire access, condemnation will be necessary.
Analysis:	Condemnation is required in order to acquire the easement area.
Financial Impact:	The necessary costs will be covered by project budget.
Alternatives:	Deny the authorization to condemn.
Recommendation:	Approve the authorization to condemn.
Funds are Available in the Following Accounts:	G/L - 324041110-5411120 J/L - 203824335-5411120

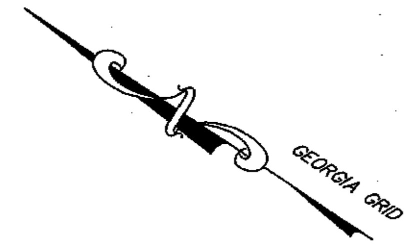
REVIEWED AND APPROVED BY:

Administrator.
Clerk of Commission

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. D. & U. EASEMENT TO BE ACQUIRED
PEARLINE G. TATE	51	216.1	---	6,526 SQ. FT., 0.15 ACRES





GEORGIA
REGISTERED
5.11.06
No. 2565
LAND SURVEYOR
BARRY A. TOOLE

NOTE: THIS EASEMENT MAP MAY NOT SHOW ALL EASEMENTS THAT ENCUMBER THIS PROPERTY.

T.C.E.
NEW PERM. D. & U. EASEMENT

– COMPILED EASEMENT MAP FOR –

AUGUSTA–RICHMOND COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 90th G.M.D., IN AUGUSTA, GEORGIA..

RICHMOND COUNTY, GEORGIA

40 0 40
SCALE IN FEET
1" = 40'

JULY 22, 2005
REVISION 5/11/06 REVISED PARCEL NUMBER

–Prepared By–

W. R. Toole Engineers, Inc.
349 Greene Street——Phone (706) 722–4114——Augusta, Georgia 30901

(SHEET 9 OF 20) JOB # 03062P DWG

SHEET #14

Engineering Services Committee Meeting
12/11/2006 1:30 PM
Condemnation - Tutt, Cleo Preston

Department:	County Attorney - Stephen E. Shepard, Attorney
Caption:	Motion to authorize condemnation of a portion of Property #051-0-057-00-0 at 3958 Scott Street, which is owned by Cleo Preston Tutt, for 321 sq. ft. of permanent easement area and 3,683 sq. ft. of temporary construction easement area. Public Works Project: Belair Hills Subdivision Improvement Project.
Background:	The appraised value of the permanent easement is $552.00. The subject property owner is not willing or interested in participating in this project. In order to timely acquire access, condemnation will be necessary.
Analysis:	Condemnation is required in order to acquire the easement area.
Financial Impact:	The necessary costs will be covered by project budget.
Alternatives:	Deny the authorization to condemn.
Recommendation:	Approve the authorization to condemn.
Funds are Available in the Following Accounts:	G/L - 323041110-5411120 J/L - 203824335-5411120

REVIEWED AND APPROVED BY:

Administrator.

Clerk of Commission

Engineering Services Committee Meeting
12/11/2006 1:30 PM
Condemnation - Whitfield, Horace and Katrina

Department:	County Attorney - Stephen E. Shepard, Attorney
Caption:	Motion to authorize condemnation of a portion of Property # 128-0-110-00-0 3640 on New Karleen Road, which is owned by Katrina B. Whitfield and Horace Whitfield, for 1,700 Sq. Feet for a Permanent Easement and 850 Sq. Feet for a Temporary Easement. AUD Project: Horsepen Sanitary Sewer – Phase 2.
Background:	The appraised value of the easement is $446.00. In order to timely acquire access, condemnation will be necessary.
Analysis:	Condemnation is required in order to acquire the easement.
Financial Impact:	The necessary costs will be covered by project budget.
Alternatives:	Deny the authorization to condemn.
Recommendation:	Approve the authorization to condemn.
Funds are Available in the Following Accounts:	G/L 510043420-5411120 J/L 80250202-5411120

REVIEWED AND APPROVED BY:

Administrator.
Clerk of Commission

Engineering Services Committee Meeting
12/11/2006 1:30 PM
Solid Waste Billing

Department: Solid Waste

Caption: Discuss solid waste billing system.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

Engineering Services Committee Meeting
12/11/2006 1:30 PM
Solid Waste Management Tool

Department: Solid Waste

Caption: Award a contract to Commonwealth Data Communications, Inc. for a solid waste management program in an amount not to exceed $175,000.

Background: The Solid Waste Department worked to identify areas that could be improved using a consolidated management tool. We identified several key issues that could be improved in both the landfill and solid waste collections. The solid waste department put out an RFP searching for a comprehensive management tool that could address these issues. Through the assistance of the DBE office, Information Technology, and Procurement, the department selected the best bid to address the departments needs.

Analysis: This new system offers a variety of benefits to both the landfill and solid waste collections. First, lets address the benefits of the landfill. It will allow us to; 1. Able to get real time data about landfill performance. 2. Able to automate landfill scale system, limiting human errors. 3. Able to track state mandated surcharges. 4. Tracking and restrictions for prior bad checks. 5. Tracks and manages special waste 6. Allows for improved collections by automating the process. 7. Allows for credit card transactions. 8. Improved customer service by allowing electronic account reconciliation. The system will also allow a variety of options and functions for the solid waste collections. It will allow us to; 1. Track all commercial dumpsters utilized by county departments and track monthly cost of such. 2. Allow us to track customer transactions and history of service issues. 3. Creates a work order system to dispatch contractors and track contractor performance. 4. Allows us to track our cart inventory in the field, including lost, stolen, and damaged containers. 5. Tracks amounts the should be paid to contractors based on service units. 6. Price adjustments could be modeled to identify affects on revenues. 7. It can provide web based customer interface. In summary, this program allows both the landfill and solid waste collections to have a new and improved program offering enhanced functionality to what is currently offered. It provides long term flexibility for our ever improving programs.

Financial Impact:	The cost of this project is not to exceed $175,000.
Alternatives:	1. Award a contract to Commonwealth Data Communications, Inc for a solid waste management program in an amount not to exceed $175,000. 2. Do not approve the software.
Recommendation:	Option 1
Funds are Available in the Following Accounts:	541-04-4210/54.24220

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date set forth at the outset hereof.

AUGUSTA

Date: ________________ By: ________________________________

Its: Mayor, City of Augusta

Attest: ________________________________

COMMONWEALTH

Date: ________________ By: ________________________________

Its: ________________________________

SOFTWARE LICENSE, IMPLEMENTATION, AND SUPPORT AGREEMENT FOR INSIGHT SOFTWARE

SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AGREEMENT FOR INSIGHT SOFTWARE SYSTEM

THIS AGREEMENT is entered into this ____ day of _____, 2006 ("Effective Date"), between AUGUSTA, GA, a political subdivision of the state of Georgia, having offices at 530 Greene St, Augusta, GA 30911 (the "Customer"), and COMMONWEALTH DATA COMMUNICATIONS, INC. (d/b/a COMMONWEALTH SOLUTIONS), a Michigan corporation, having offices at 15447 Middlebelt, Livonia, Michigan, 48154.(the "Commonwealth").

I. GENERAL SCOPE/DEFINITIONS

Section 1.01. General Scope and Definition of the System. The principal subject matter of this Agreement relates to "Licensed Software" directed to administrative and general business functions for solid waste scale house operations and residential waste collection account management, including billing. The Licensed Software comprises part of a computer system configuration (the "System"), which includes the System Hardware (comprising, in part, the System Software) as defined in Section 1.03 of this Article I. Commonwealth will license the Licensed Software to the Customer. In accordance with the terms and conditions of this Agreement, Commonwealth shall also provide data conversion, training, installation/implementation and software support, in addition to other services as may be described elsewhere herein.

Section 1.02. Definition of User Documentation. "User Documentation" as used herein means all descriptive materials (whether in written, graphic or electronic format) identified under the corresponding heading in Schedule E, and all other user's manuals, system operation materials and similar documents provided by Commonwealth to the Customer with respect to the Licensed Software. The term "User Documentation" refers to descriptive materials, manuals and other materials and documents that exist separately from the Licensed Software and does not include help screens, on-screen instructions, and other such functions that are incorporated in and operate as part of the Licensed Software.

Section 1.03. Definition of Custom Programming. "Custom Programming" as used herein means the software customizations generally described in Schedule D, and which are required for modifying the Licensed Software so as to meet all functional descriptions and performance specifications set forth in this Agreement, as modified.

Section 1.04. Definition of Licensed Software. "Licensed Software" as used herein means the application software resulting from incorporating the Custom Programming with the Licensed Software as reflected in the Functional Specification, as modified. Individual components of the Licensed Software are referred to herein as "Modules" as listed in Schedule C.

Section 1.05. Definition of Enhancements. "Enhancements" as used herein means any additions, modifications, corrections, upgrades, new versions/releases or any other changes made to the Licensed Software by Commonwealth, or at the request of the Customer, (such as a correction for which Commonwealth provides materials to the Customer for installation of the correction by City personnel), during any period of this Agreement when Commonwealth is providing software support services to the Customer under a valid Software Support Services Agreement between the Parties. The term "Software Changes" as defined in Section 6.02 shall be interpreted to include any Enhancements.

Section 1.06. Definition of System Acceptance Date. "System Acceptance Date" as used herein means the date of successful completion of the acceptance tests, as described in Article VIII.

Section 1.07. Definition of the Customer. The "Customer" as used herein means AUGUSTA, in addition to other entities which may be serviced in the future by AUGUSTA through use of the Licensed Software.

Section 1.08. Definitions of System Documents and Documentation. "System Documents" as used herein means the Functional Specification, as modified. System Documents include operating system manuals and other documentation of the Licensed Software provided by Commonwealth. "Documentation" as used herein means, collectively, the User Documentation and the System Documents.

Section 1.09. Definition of Go-Live. "Go-Live" shall be the date on which the software is expected to be first placed into operational use by the Customer. On this date, software is expected to operate per the system requirements in Schedule C. This date is also the beginning of the System Acceptance Testing period as described in Section VIII.

Section 1.10. Definition of Work. The "Work" as used herein means all activities, which are the responsibilities of Commonwealth and are associated with implementation of the Licensed Software, including development of Custom Programming, delivery, installation, data conversion, training and testing for the Licensed Software.

Section 1.11. Precedence of Written Materials. For purposes of interpreting the scope and meaning of any terms and conditions among the parties, the following documents may be considered, in descending order of precedence:

(1) This Agreement;

(2) The User Documentation.

Further, to the extent of any conflicts or inconsistencies between the main body of this Agreement and the attached Schedules, the main body of this Agreement shall be controlling.

II. SYSTEM HARDWARE

Section 2.01. General. The Customer shall acquire the requisite System Hardware from third parties, or the Customer may currently have components of the System Hardware in place at City facilities. Commonwealth shall have no responsibilities or liability whatsoever for purchase, license, installation, implementation, operation or ongoing maintenance for the System Hardware.

Section 2.02. Failure of City to Perform. Should the Customer fail to provide the requisite System Hardware, System software, Servers, Back-up Software or network hardware and software that is necessary to support scheduled installation, training or "go-live" operations, Commonwealth shall not be required to perform any affected services until such items become available.

III. THE LICENSED SOFTWARE

Section 3.01. Grant of License. Commonwealth grants to the Customer a license of the Licensed Software that shall become effective upon delivery of the Licensed Software and shall continue unless terminated as provided herein. The Customer shall obtain this license of the Licensed Software and right to use the Licensed Software only after City acceptance of and full payment for the installed Licensed Software. The Customer shall install the Licensed Software in the following locations: Augusta Solid Waste Facility, 4330 Deans Bridge Rd, Augusta, GA. In support of the Customer's use of the Licensed Software, the Customer can store the licensed Software's machine readable instructions or data in, transmit it through and display it on machines associated with the sites and make one copy of the Software in machine-readable, object code form for nonproductive backup purposes only, provided that the media is identified as Commonwealth's property.

IV. DOCUMENTATION

Section 4.01. Initial User Documentation. Commonwealth will promptly provide the Customer with the current version of the User Documentation. The parties understand that this version of the User Documentation will not include descriptions relating to the Custom Programming to be provided by Commonwealth in development of the Licensed Software. Thereafter, Commonwealth agrees to provide the Customer with User Documentation reflecting the Custom Programming no later than the delivery dates of related portions of the Licensed Software being provided by Commonwealth.

V. TRAINING

Section 5.01. Initial Training and Schedule. Commonwealth shall provide the Customer with instruction and training in the use and operation of the Licensed Software. Details relating to the training are set forth in Schedule G.

VI. HARDWARE MAINTENANCE/SOFTWARE SUPPORT

Section 6.01. Hardware Maintenance. The Customer shall be responsible for obtaining all requisite System Hardware maintenance, and Commonwealth shall have no responsibility whatsoever for any such maintenance.

Section 6.02. Definition of Software Changes. "Software Changes" as used herein mean any additions, modifications, corrections, upgrades, new Releases or any other changes made to the Licensed Software, by Commonwealth or at the request of the Customer, (such as a correction for which Commonwealth provides materials to the Customer for installation of the correction by City personnel). "Software Changes" shall include "Enhancements" as defined in Section 1.05.

Section 6.03. Definition of Principal Period of Support. The term "Principal Period of Support" as used herein shall mean the hours of 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding holidays observed by Commonwealth as determined annually, during which emergency support shall be available via pager.

Section 6.04. Services. Commonwealth shall provide the Customer with the "Software Support Services" described in Schedule A of this Agreement, for all Licensed Software commencing upon installation of the Software. Commonwealth shall provide the Software Support Services for the first year, beginning on the day of installation of the software.

Section 6.05. Support Fees. The "Annual Software Support Fees" are set forth in Schedule I.

VII. SCHEDULE OF EVENTS AND IMPLEMENTATION

Section 7.01. Schedule of Events. Commonwealth and the Customer shall implement the Licensed Software in accordance with the "Project/Implementation Plan" set forth in Schedule B, as may be modified by agreement between the parties.

Section 7.02. Scope of Services. As a general statement, Commonwealth shall develop and provide the Customer with Licensed Software which comprises the Licensed Software modified by the Custom Programming, so as to meet the requirements and specifications stated in this Agreement and the Functional Specifications (as described in Schedule C) and to function and operate in compliance with the specific requirements of all relevant statutes, regulations and rules of the State of Georgia and the Customer.

Section 7.03. Maintenance of Records. All records of Commonwealth or any subvendor or subcontractor relating to this Agreement and implementation of the Licensed Software shall be retained for three (3) years following the date of final payment or completion of any requisite audit, whichever is earlier.

Section 7.04. Delivery and Installation of Licensed Software. Commonwealth shall deliver, install and implement all Licensed Software as provided in this Agreement at the Customer's facilities. Commonwealth shall be exclusively responsible for the safety of its employees and those of its subvendors and subcontractors, and for compliance with federal, state, City and municipal safety requirements.

Section 7.05. Remedy for Breach of Obligations Regarding Implementation. In the event that Commonwealth fails to timely or properly maintain or perform its obligations with regard to the Project/Implementation Plan set forth in Schedule B, Commonwealth shall use their best efforts to return to conformance to the Project/Implementation Plan. In the event the cumulative total of delays in implementation, which need not be consecutive, exceeds sixty (60) days, Commonwealth shall be considered in material breach of this Agreement, and the Customer shall have a right to terminate this Agreement for cause, in whole or in part, in accordance with the terms and conditions of Article XII, or to exercise any other of its rights and remedies. The Customer's exercise of its option to designate the party required to perform certain tasks shall not affect or impair any of its other rights and remedies. Commonwealth shall have a right to terminate this Agreement for cause, in whole or in part, in accordance with the terms and conditions of Article XII; namely non payment of fees according to fee schedule and distribution of Licensed Software or user documentation beyond the licensed users, installation on additional workstations without the express written permission of Commonwealth.

Commonwealth is contractually obligated to provide software and implementation support for this project and to satisfy the requirements found in Schedule C. Customer and Commonwealth consent to work conscientiously and cooperatively in order to achieve implementation by the established "Go Live" date as set forth in the Project Schedule attached as Schedule B. For each workday that implementation is delayed beyond the agreed-upon "Go-Live" date, Commonwealth agrees to pay Customer liquidated damages of $100 per day provided that the delay in "Go Live" was not attributable any of the conditions described in Items A-C of this section. Customer agrees to submit to Commonwealth, in writing, any issues that may impact the "Go Live" that are believed to be Commonwealth's responsibility and may therefore increase the likelihood of a penalty being invoked. Customer shall identify these issues as soon as possible so that corrective action can be taken by Commonwealth. The penalty shall not apply under the following circumstances:

A. The Go-Live date was extended or moved by mutual consent of Customer and Commonwealth. If the Go-Live date is extended or moved by written mutual consent of both parties, then penalties will accrue beginning on the new Go-Live date.
B. Customer did not meet requirements or objectives required in order to facilitate Go-Live as scheduled (including failure to order equipment that was the Customer's responsibility to order, or failure to set up said equipment). Such failure by the Customer must be documented in writing by Commonwealth as soon as possible so that corrective action can be taken.
C. Customer failed to notify Commonwealth of additional requirements which, when identified, impacted the Go Live date of the project. Such failure by the Customer must be documented in writing by Commonwealth by Commonwealth as soon as possible so that corrective action can be taken.

If said penalties are enacted, all penalties will become due and payable upon failure to meet the Go-Live date and shall accrue until paid in full. Additional services and/or licenses may be accepted as payment provided that this type of restitution is acceptable to the Customer.

Section 7.06. Custom Programming. Commonwealth agrees to undertake all of the duties and obligations set forth in Schedule D with respect to development of Custom Programming, subject to scheduling and administrative and/or commission approval as sought by Customer. These activities shall be undertaken in accordance with the time frames also set forth in Schedule B where applicable.

VIII. ACCEPTANCE TESTING PROCEDURES

Section 8.01. General Scope. Commonwealth shall perform the Work in accordance with the scheduled dates set forth in the Project/Implementation Plan (Schedule B).

Section 8.02. System Acceptance Test. Following successful completion of installation, a "System Acceptance Test" shall be performed with respect to the entirety of the Licensed

Software. The System Acceptance Test shall be performed so as to determine that all of the Licensed Software operating as an integral system performs in accordance with all detailed specifications and functional descriptions set forth in this Agreement and the Functional Specifications. During the System Acceptance Test, the Customer shall have the right to use the Licensed Software with live data. The System Acceptance Test shall be completed within an initial period of 60 days following initiation of the same, which will commence in not more than sixty (60) days following the successful installation of Licensed Software. If more than 60 days elapses after Commonwealth installs and there are no written notification of errors or failures the software will be deemed accepted. This sixty (60) day clock would pause as Commonwealth is informed of errors or failures and while Commonwealth staff work to correct them.

Section 8.03. Acceptance Testing. The Customer recognizes that during System Acceptance Testing, there will be errors, which will be discovered and corrected by Commonwealth. This process of identification of issues and the request by the Customer for modifications to existing formats or layouts is a natural process during the installation, testing, training, "go-live", acceptance and post-implementation support phases. Commonwealth is required to provide the Licensed Software, as agreed to be modified, in operational condition and ready for recordations. Should a situation occur wherein the modifications are incomplete or that other operational features of the Licensed Software preclude the Customer from performing the complete recordation process, including the performance of every software module, the Customer may suspend the testing. If such suspension occurs, the Customer shall provide Commonwealth with written notice and physical evidence of the errors or operational failures, which must be corrected before the system can be accepted. Commonwealth shall thereafter undertake its best efforts to correct such errors and failures as soon as possible. Upon correction of the same, Commonwealth shall immediately notify the Customer of completion of corrections, and a second System Acceptance Testing shall occur, with a completion date for such test period extended by the period of time required for corrections. However, if the period of time required for corrections of errors or failures identified by the Customer in a single notice exceeds fourteen (14) days, or if the total period of time required for interim correction of all errors or failures occurring during the test period exceeds sixty (60) days, the Customer may terminate all or a portion of this Agreement for cause in accordance with the terms of this Agreement, except that Commonwealth shall not be entitled to any additional time to correct or cure any errors or failures as may be provided by other sections. Notwithstanding any of the foregoing, in no event shall the Customer have less than sixty (60) days following completion of any corrections by Commonwealth to test any such corrections.

Section 8.04. Nonacceptance. Failure of the Licensed Software to successfully complete the System Acceptance Testing described in 8.03 without the occurrence of errors or failures reported in writing to Commonwealth by City shall entitle the Customer, at its option, to terminate all or a portion of this Agreement for cause in accordance with the terms of this Agreement, except that Commonwealth shall not be entitled to any additional time to correct or cure any errors or failures as may be provided by other sections. Failure of the Customer to notify Commonwealth of nonacceptance within ten (10) days following completion of the second System Acceptance Test period shall be deemed a successful completion of the System Acceptance Test. In the event that the Customer exercises its option to terminate this Agreement under this Section and upon payment of the refund by Commonwealth, the Customer shall return, purge or permanently destroy all Licensed Software Modules (and Copies thereof) within twenty (20) days following payment of the refund, except for backup copies which shall be returned, purged or permanently destroyed within ninety (90) days.

IX. PAYMENTS/SCHEDULE

Section 9.01. System Prices. In consideration for the licensing and implementation of the Licensed Software, and other duties and obligations of Commonwealth as set forth herein, the Customer agrees to pay to Commonwealth the amounts set forth in Schedule J, in accordance with the payment schedules also set forth in Schedule H.

X. COVENANTS, REPRESENTATIONS AND WARRANTIES OF COMMONWEALTH

Section 10.01. Warranty of Rights. Commonwealth warrants that it is a corporation in good standing under the laws of the state of Michigan, that it is authorized to enter into this Agreement under the terms and conditions hereof and neither this Agreement nor the performance thereof is, or will be, in violation of any agreement to which Commonwealth is a party or by which it is bound.

Commonwealth warrants that it has the legal right to grant the license and perform the services required by this Agreement. Commonwealth further warrants that the Licensed Software and User Documentation shall be free and clear of any and all liens and encumbrances, except those normally incurred during the normal course of business (securing standard business lines of credit, etc.) which do not impair the Customer's right to exercise its license and use the Licensed Software and User Documentation. During the time when the Customer shall have the right to use the Licensed Software and User Documentation under this Agreement, Commonwealth warrants that any such licenses and rights in the Licensed Software and User Documentation which may be necessary shall be maintained in full effect or that any such licenses or rights will be obtained from any other party as may be necessary. Commonwealth agrees to indemnify and hold the Customer including, but not limited to, its elected and appointed public officials, and City employees, harmless from and against any loss, cost, liability and expense (including reasonable counsel fees and expenses) arising out of any breach or claimed breach of these warranties, in addition to the indemnification provided in Section 10.06 and 10.07.

Section 10.02. Software Warranty. Commonwealth hereby warrants that the Licensed Software shall perform in accordance with the performance specifications and functional specifications set forth in this Agreement. Commonwealth warrants that the Licensed Software shall function and operate in compliance with all Georgia state statutes and regulations affecting operations of the Customer at the time of Installation and during the term of any Software Support Services Agreement.

Section 10.03. Compliance with Laws. Commonwealth shall comply with all local, state and federal laws, ordinances, codes and regulations. Commonwealth shall be responsible for all reports, payments and withholdings required by federal, state, municipal and City law with respect to social security, worker's compensation, employee income and other taxes. Commonwealth shall indemnify, defend and hold the Customer and its elected and appointed officers, employees and agents harmless from any liability that they may incur as a result of any failure of Commonwealth to comply with this Section 10.03.

Section 10.04. General Indemnification. Commonwealth shall, at its own expense, indemnify, defend and hold harmless the Customer, and its elected and appointed officers, employees and agents against any liability, claims, causes of action for injury or death for persons or damage to property that they may incur as a result of any negligent acts, errors or omissions, or intentional or willful misconduct on the part of Commonwealth, its subvendors or subcontractors, or any of Commonwealth's or its subvendors' or subcontractors' officers, employees, or agents which may arise out of the performance of any of this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Customer or Commonwealth.

Commonwealth's indemnification responsibility shall include the sum of damages, costs, attorney's fees and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Customer or its elected and appointed officers, employees or agents by the insurance coverage obtained and/or maintained by Commonwealth pursuant to the requirements of this Agreement.

Section 10.05. Proprietary Rights Indemnification. At its own expense, Commonwealth shall indemnify, defend and hold harmless the Customer, including, but not limited to its elected and appointed public officials, and City employees, against any claim or alleged claim that the Licensed Software, the User Documentation or any part thereof furnished under this Agreement infringes a United States patent or copyright, constitutes misuse or misappropriation of a trade secret, or otherwise violates any ownership, proprietary, contractual or legal rights of a third party; provided, however, that Commonwealth is given notice in writing of the claim or alleged claim, and is given authority and information required for the defense of the same. The costs of any suit or damages for which the Customer is liable that are attributable to the claim shall be borne by Commonwealth, and Commonwealth shall have the right to manage the defense of such suits as it sees fit.

Section 10.06. Remedies for Proprietary Rights Infringement. If the Licensed Software, the User Documentation or any part of the software or documentation furnished under this Agreement is likely to or does become the subject of a claim of infringement of a United States patent or copyright, misuse or misappropriation of a trade secret, or any other violation of any ownership, proprietary, contractual or legal rights of a third party, Commonwealth shall, at its own expense, undertake one of the following:

(1) Obtain the right for the Customer to continue use of the Licensed Software or User Documentation;

(2) Modify or furnish a substitute for the alleged infringing Licensed Software or User Documentation;

Any replacement Licensed Software or User Documentation substituted under the second option set forth in subparagraph (b) shall be acceptable to the Customer (acceptance shall not be unreasonably withheld). All options are subject to prior written approval by the Customer; provided, however, that no prior approval or concurrence by the Customer shall be required if use or possession of the Licensed Software or User Documentation has been permanently enjoined by a court of competent jurisdiction in Michigan. In the event that Commonwealth is not able or willing to obtain the necessary rights for use of the Licensed Software or User Documentation or to provide acceptable substitute Licensed Software or User Documentation, Commonwealth shall be required to refund the license fees paid by the Customer. In addition to receiving any refund of fees, the Customer shall be entitled to exercise any other of its rights or remedies.

Commonwealth shall not have any liability to the Customer for any claim that is caused by use of the Licensed Software or part thereof in any manner for which it was not designed, or by modifications to the Licensed Software by the Customer, without Commonwealth's prior approval. Nothing in this Section shall relieve Commonwealth of any of its duties to indemnify the Customer as provided in this Agreement.

Section 10.07. Georgia Open Records Act. Licensee acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.) Commonwealth shall cooperate fully in responding to such request and shall make all records, not exempt, available for inspection and copying as required by law. Commonwealth shall clearly mark any information provided to Licensee which Commonwealth contends is Proprietary Information. Commonwealth shall notify Licensee immediately of any Open Records request arising out of this contract and shall provide to Licensee a copy of any response to the same.

XI. TERM/TERMINATION

Section 11.01. Term. The term of this Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with the provisions set forth in this Agreement.

Commonwealth shall have sole and exclusive ownership of all rights, title and interest in the Licensed Software and all modifications and enhancements thereof(including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to City herein by Commonwealth. This Agreement does not provide the Customer with title or ownership of the Licensed Software, but only a right of limited use. City must keep the Licensed Software free and clear of all claims, liens, and encumbrances. City may not use, copy, modify, or distribute the Licensed Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Commonwealth. City may not reverse assemble, reverse compile, or otherwise translate the Licensed Software. City's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Licensed Software in its entirety to (1) a successor in interest of City's entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to Commonwealth, enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Commonwealth. The Customer may not install the Licensed Software on any other computer system or use it at any other location without Commonwealth's express authorization obtained in advance (which will not be unreasonably withheld); provided that City may transfer the Licensed Software to another computer if the computer using the Software is inoperable. If City uses, copies, or modifies the

Licensed Software or if the Customer transfers possession of any copy, adaptation, transcription, or merged portion of the Licensed Software to any other party in any way not expressly authorized by Commonwealth, City's license is automatically terminated. Upon termination of this Agreement all rights granted to City will terminate and revert to Commonwealth. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of City's possession or use of the Licensed Software, the Customer must return or destroy as requested by Commonwealth all copies of the Licensed Software in City's possession (whether modified or unmodified), and all other materials pertaining to the Licensed Software (including all copies thereof). The Customer agrees to certify compliance with such restrictions upon Commonwealth's request.

Section 11.02. Termination by the Customer Without Cause. Notwithstanding any of the provisions of this Agreement to the contrary, the Customer may terminate this Agreement, without cause, at any time upon at least thirty (30) days prior written notice to Commonwealth. Upon receipt of such notice of termination without cause, Commonwealth will cease all work activities as soon as reasonably feasible or as directed by the Customer. Further, Commonwealth shall receive payment for all services rendered by Commonwealth up to date of Commonwealth ceasing work activities; subject, however, to the condition that Commonwealth provides reasonable documentation (in writing) describing the services rendered, including such itemized billing setting forth time, materials, labor, subcontractor and other invoices, and any other documentation necessary for the Customer to identify the extent and progress of services and expenses attributable to specific tasks and deliverables required. Commonwealth shall receive payment for such services in accordance with the rates set forth in Schedule J for time and materials activities, except that Commonwealth shall not receive payment on a time and materials basis for any services that were previously paid on a fixed fee basis, and, in no event, shall the total payments to Commonwealth exceed the amounts stated in Schedule H.

Section 11.03. Termination for Cause. In the event Commonwealth does not satisfactorily deliver or complete the installation and implementation of the Licensed Software or provide training or support services in accordance with the terms of this Agreement and the specifications set forth herein and in the Documentation, or if Commonwealth materially breaches any terms, conditions, warranties or representations set forth in this Agreement or the Documentation, the Customer may, at its option, notify Commonwealth of the Customer's intention to terminate this Agreement. The written notice shall inform Commonwealth of the reasons for the proposed termination and describe the problems or deficiencies that must be corrected. Except as provided elsewhere in this Agreement, Commonwealth shall thereafter have thirty (30) days from receipt of the notice to take such action as is necessary to fully comply with its duties and obligations which the Customer has notified them that they are in breach of under this Agreement. In the event Commonwealth does not fully comply with all of its duties and obligations under the Agreement as notified by the Customer by the end of the thirty (30) day period, the Customer may, without further notice, terminate this Agreement.

Section 11.04. Optional Remedy Upon Termination Prior to Complete Acceptance. If the Customer terminates the Agreement for cause prior to the System Acceptance Date, based upon Commonwealth's failure to deliver the Licensed Software or otherwise meet the scheduled delivery, installation or implementation dates, the failure of the Licensed Software to pass acceptance tests, or for any other material breach of this Agreement by Commonwealth prior to the System Acceptance Date, the Customer may, at its sole option and discretion, elect to terminate this Agreement with respect to the entirety of the Licensed Software and to receive a refund from Commonwealth of all License Fees monies theretofore paid to Commonwealth by the Customer in accordance with the terms and conditions of this Agreement. In the event that the Customer exercises its option to terminate this Agreement under this Section and upon payment of the refund by Commonwealth, the Customer shall return, purge or permanently destroy all Licensed Software (and copies thereof) within twenty (20) days following payment of the refund, except for backup copies which shall be returned, purged or permanently destroyed within 90 days. The Customer may retain all data files.

Section 11.05. Rights Upon Termination After Acceptance. In the event of termination of this Agreement by the Customer after Acceptance and without cause under Section 11.02 or termination by the Customer with cause under Section 11.03 (except if the Customer exercises its optional remedy under Section 11.04), termination by the Customer under Section 11.06, or termination as permitted under any other provision of this Agreement or as permitted by law, the Customer shall have the right to continue use of the Licensed Software and User Documentation as authorized by the license granted to it by Commonwealth in Section 3.01. All license rights subsequent to termination after acceptance revert to Commonwealth.

In the event of a termination of this Agreement by the Customer for any reason, whether with or without cause, the Customer shall have the right, by itself or by contracting with any other persons or entities, to complete the development, implementation and installation of the Licensed Software, to provide training and support services, and to perform any of the activities, services or operations that may have performed under this Agreement if it had not been terminated. In no event shall the Customer or any other persons or entities use or modify the source code or reverse engineer object code for the Licensed Software.

Section 11.06. Termination Relating to Labor-Related Activities. The Customer may terminate this Agreement upon fifteen (15) days notice, if Commonwealth or a contractor, manufacturer or supplier of Commonwealth subsequently appears in the register compiled pursuant to Section 2 of Public Act 278 of 1980, which prohibits the Customer from entering into contracts with certain employers who engage in unfair labor practices; to prohibit those employers from entering into certain contracts with others; to provide for the compilation and distribution of a register of those employers; and to provide for voiding of certain contracts. This right of the Customer to terminate this Agreement in its entirety under this Section 11.06, and notice provisions herein, shall apply notwithstanding any other terms and conditions in this Agreement to the contrary.

XII. MISCELLANEOUS PROVISIONS

Section 12.01. Civil Rights Compliance. As required by the Elliott-Larsen Civil Rights Act, Commonwealth and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement, and this Agreement may be terminated upon notification from the Michigan Civil Rights Commission as provided by Section 605(4) of the Elliott-Larsen Civil Rights Act.

Section 12.02. Source Code Protection. Commonwealth is the owner of proprietary software. For all Licensed Software provided by Commonwealth as the owner of such proprietary software, Commonwealth shall have available its most current recent release of the source code and related User Documentation. Commonwealth will agree that should any action occur that prevents them from providing service or maintenance on the Licensed Software, they will immediately deliver to the Customer a copy of all Source Code.

Events Entitling City to Source Code: In no event shall City be entitled to the delivery of any materials being held by Commonwealth for the Source Code until after City shall have paid to Commonwealth the entire license fee specified in the License Agreement. After City has paid the entire license fee specified in the License Agreement, City shall be entitled to the delivery of all materials being held by Commonwealth for the Source Code and shall acquire a non-exclusive right thereto for the purposes hereinafter set forth upon the occurrence of one or more of the following events:

A. Upon filing of a petition in bankruptcy or insolvency by or against Commonwealth, which if filed against Commonwealth shall not have been dismissed within 60 days thereafter, or upon the institution of any proceedings for the liquidation or winding up of Commonwealth's business without a successor to the business, or

B. In the event of Commonwealth's failure or refusal to provide maintenance service for the Software to City in a reasonably timely basis in breach of a contractual or warranty obligation to City.

Upon delivery of the information and documentation to City in accordance with this Agreement, City shall have the irrevocable right to use such information and documentation for any purpose reasonably necessary to provide for the continued maintenance and enhancement of the software furnished by Commonwealth solely for use by City and otherwise subject to all the terms and provisions of the License Agreement.

Section 12.03. Applicable Laws and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All claims, disputes and other matters in question between Licensee and Hansen arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Hansen, by executing this Agreement, specifically consents to venue and jurisdiction in Richmond County, Georgia and waives any right to contest jurisdiction and venue in said Court.

Section 12.04. Severability. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be deemed invalid, illegal or unenforceable in any respect, the offending portions of such provisions, construed as narrowly as possible, shall be deemed stricken here from and the validity, legality and enforceability of the remaining provisions contained herein and any other applications thereof shall not in any way be affected or impaired thereby.

Section 12.05. Force Majeure. No party shall incur any liability to the other parties on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by events, occurrences or causes beyond the reasonable control of the parties.

Section 12.06. Assignment. Neither this Agreement, nor any rights hereunder may be assigned or otherwise transferred by Commonwealth, in whole or in part, whether voluntary or by operation of law, including any merger or consolidation, without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

Section 12.07. Notices. All notices required by the terms and conditions of this Agreement shall be in writing, addressed as follows:

Augusta

Tameka Allen, IT Director
530 Greene Street, A-101
Augusta, GA 30911
T: 706.821.2522
F: 706.821.2530

Copies to:
Fred Russell, City Administrator
530 Greene Street, Room 801
Augusta, GA 30911
T: 706.821.2400

Mark Johnson, Solid Waste Director
4339 Deans Bridge Rd
Augusta, GA 30906
T: 706.592.3200
F: 706.592.1658

Commonwealth

COMMONWEALTH
15447 Middlebelt
Livonia, Michigan 48154

Any notice required or permitted under this Agreement may be transmitted by facsimile, hand delivery or mailed to the parties at their respective addresses set forth in this Section 12.07, or to such other addresses as a party may substitute by written notice. Any such notice transmitted by facsimile or hand delivery shall be deemed to have been given one (1) day following transmittal, and any mailed notice shall be deemed to have been given three (3) days following the date of posting by Certified Mail, Return Receipt Requested.

Section 12.08. Waiver. No term or provision of this Agreement 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 another party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach.

Section 12.09. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions or representations made by any party, except as expressly set forth therein, and in the Documentation. This Agreement may be modified or amended only by written instrument executed by authorized representatives of the Customer and Commonwealth. No term, provision or condition of any purchase order or invoice which the Customer or Commonwealth may use in connection with the Licensed Software or any related matters shall have any effect on the rights, duties or obligations of the Customer or Commonwealth in accordance with this Agreement.

Section 12.10. Successors Bound. The terms and conditions of this Agreement shall extend to and inure to the benefit of and be binding on the respective successors and permitted assigns of the Customer and Commonwealth.

Section 12.11. Assignment. Commonwealth shall not assign its duties or obligations under this Agreement without the prior written consent of the Customer.

Section 12.12. Performance Bond. Prior to the making of this contract, Commonwealth shall have obtained a performance bond in the amount of $82,000 (Eighty-Two Thousand Dollars). Proof of the acquisition of the bond shall be provided to the Licensee and attached to the contract as Schedule L.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date set forth at the outset hereof.

AUGUSTA

Date: ________________ By: ________________________________

Its: Mayor, City of Augusta

Attest:________________________________

COMMONWEALTH

Date: ________________ By: ________________________________

Its: ________________________________

SCHEDULE A

SOFTWARE SUPPORT SERVICES

Section A1: General Services. Commonwealth shall furnish the Customer with the following Software Support Services, provided the programs must be used with the version or release of the operating system recommended by Commonwealth; and Commonwealth will supply telephone assistance to the Customer representatives; the Customer Systems Administrator, the Customer Financial Analyst, and or other party(ies) designated by the Customer; during City's normal business working hours, from Commonwealth's designated office location, during Commonwealth's "Principal Period of Support", meaning the hours of 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding holidays observed by Commonwealth as determined annually, and communicated to the Customer at the beginning of each year. This telephone assistance will consist of the Commonwealth using its best effort to provide:

1. Explanation of functions and features of the Software;
2. Clarification of documentation pertaining to the Software
3. Guidance in the operation of the Software; and
4. Error analysis and correction in accordance with paragraph A4.1, if correction can be made by telephone.

Section A2: Software Updates.

1. Commonwealth shall, if and when it deems necessary, provide the Customer with updates for the Software reflecting improvements made to the Software.

2. Commonwealth shall make available to the Customer all releases developed by Commonwealth for the Licensed Software as well as updates to the User Documentation reflecting such new releases, provided Customer is a client in good standing, having paid current year's annual support fees.

3. For all new releases acquired by the Customer as described herein, and for any other of the Software Changes made by Commonwealth, the same shall be made available to the Customer in a timely manner as developed and debugged by Commonwealth. However, the same shall be provided to the Customer no later than ninety (90) days following completion of debugging. Commonwealth shall simultaneously provide updates to the User Documentation reflecting any such Software Changes. Should the Customer desire to implement the Software Changes, Commonwealth shall provide instructions, media, telephone support, and conversion utilities for installation and implementation of the Software Changes. However, if the Customer requests installation assistance at the Customer's facilities, Commonwealth shall provide such assistance on a time and materials basis, in addition to reasonable travel and living expenses (in accordance with the Customer's then current policies). Such installation fees and expenses shall be in addition to the Annual Software Support Fees, but shall be in accordance with the rates set forth in this Agreement.

Section A3: Services Beyond Standard Support. The Commonwealth help desk shall be the primary means of communication between the Customer and Commonwealth regarding the Licensed Software. Necessary resources shall be allocated to resolve each reported issue. Commonwealth shall have a comprehensive escalation procedure in place to ensure that all calls are handled in an expeditious manner.

1. After the documentation described in Schedule E is provided to the Customer, the telephone service described above is not to be used for educational purposes. If Commonwealth determines that the telephone assistance is being used for educational purposes, the Customer shall pay to Commonwealth the then current standard charges for educational services.
2. As and when reasonably requested by the Customer, Commonwealth may provide additional technical support (beyond the Software Support Services described in this Agreement), additional modifications to the Licensed Software and other related services. Examples of additional technical support may include, but not be limited to, setting up user accounts, setting up printer queues, performing file conversions, system maintenance (defragmenting the disk, system fine-tuning, etc.) and operating system training. Additional services associated with modification of the Licensed Software may include, but not be limited to requirements analysis, preparation of functional and programming specifications, software development, testing, documentation, installation and training (beyond the implementation services with Commonwealth will be required to perform pursuant to the terms and conditions of this Agreement). Commonwealth shall provide an estimate of costs prior to performing any of the requested services. To the extent that any of the foregoing services are requested by the Customer, Commonwealth agrees to enter into good faith negotiations directed to performance of such services, in accordance with the service fee rates set forth in this Agreement.

Section A4: Software Errors and Defects.

1. If the Customer suspects that a defect exists in the Software, the Customer shall notify Commonwealth in writing of its suspicions. This notification shall comprehensively describe the nature of the suspected defect and provide details of the circumstances of its occurrence. Upon receipt of the Customer's notice, Commonwealth shall use its best efforts to confirm the existence of the defect. If the Commonwealth confirms the existence of the defect, Commonwealth shall correct it as part of its obligations under this Agreement.

2. To the extent required for Commonwealth to timely correct Licensed Software errors or defects, Commonwealth support personnel shall be available for on-site visitations, as required. On-site visits are subject to the following parameters:

   A. Provided that the error or defect is inherent to the software and is not the fault of the Customer, any such on-site visitations to correct Licensed Software errors or defects shall be undertaken by Commonwealth at no additional cost to the Customer.

   B. Provided that the error or defect is not inherent to the software and is the fault of the Customer, any such on-site visitations to correct Licensed Software errors or defects shall be undertaken by Commonwealth at no additional cost to the Customer, beyond the Travel/Mileage, Daily Food Per Diem, Reasonable-Lodging charges described in Schedule J.

Section A5: Commonwealth Support Process and Conditions.

1. The following is the process that is required in order to initiate Support:
   A. Calls, email, or fax goes to the Support Center in Livonia, Michigan where they are logged and prioritized with the following priorities:
      1) Priority 1: Mission critical/System down
      2) Priority 2: Urgent fix needed/workaround in place
      3) Priority 3: Desire for report or additional functionality
2. Commonwealth team will respond within four (4) hours to a Priority 1 during normal business hours 8am – 6pm Monday-Friday, excluding holidays. After the question is answered or the problem resolved, a support analyst will call the Customer back to determine if the problem is solved. Commonwealth connectivity to Augusta servers will be governed according to *Schedule K: Augusta Information Technology Third-Party Vendor Access Agreement.*
3. A phone number will be provided by Commonwealth to provide for emergency services during the normal business hours of our operation Monday – Saturday 8:00am – 6:00pm (Eastern time).
4. Following notification by the Customer to Commonwealth of any software problems associated with the Licensed Software, Commonwealth shall promptly undertake those efforts necessary to correct the problem. Commonwealth shall provide the Customer with a way to work around the problem, which is acceptable to the Customer, until such time as a correction can be reasonably implemented.
5. During the Principal Period of Support, as described in Section 6.03 of this Agreement, and as and when requested by the Customer, Commonwealth shall provide verbal telephone consultation with City personnel (via the help desk), on-line remote diagnostics and on-site visitations for isolating, identifying, and resolving problems associated with the Licensed Software. Commonwealth shall provide the Customer with corrections of errors and logic, instructions, or functional performance of the Licensed Software, so as to ensure that the Licensed Software meets the warranties set forth in the main body of this Agreement.
6. For purposes of consultation and assistance, Commonwealth shall provide qualified technical contact personnel (or have timely access to such qualified personnel) during the Principal Period of Support. With respect to requests for assistance by the Customer, the Customer shall limit such requests to no more than a reasonable number of City personnel.
7. In accordance with the terms and conditions set forth herein, Commonwealth shall be available for the Software Support Services during the Principal Period of Support. Further, the Software Support Services as described herein with respect to verbal telephone consultation, on-line remote diagnostics and on-site visitations shall also be available outside of the Principal Period of Support, subject to the Customer paying for such off-hour services on a time and materials basis, in accordance with the service fee rates set forth in this Agreement.

SCHEDULE B

Insight Environmental Software Implementation Plan For City of Augusta

Section B1: Tentative Implementation Plan. The plan below describes the general steps of the implementation process, and is to be used as a guideline for detailed planning that will take place during the project. The steps below may be rescheduled, expanded, or otherwise changed with the written approval of Augusta's Project Manager and Commonwealth.

Task ID	Project Phase/Step	Status Notes/Comments	Start Date	Sched End Date	End Date
1	Contract Signing				
1.1	Contracts signed and exchanged		9/15/06	9/22/06	
1.2	50% of License Fee		9/22/06	9/22/06	
2	Kickoff Meeting				
2.1	Review system and report changes		10/2/06	10/4/06	
2.2	Develop detailed project plan		10/2/06	10/4/06	
3	Hardware Acquire and Install				
3.1	Acquire and Install Hardware		9/22/06	10/21/06	
3.2	Place Hardware on Network		10/23/06	10/27/06	
4	Install Base System (Licensed Software from Schedule C)				
4.1	Software Installation		10/30/06	11/3/06	
4.2	25% of License Fee (at installation)		11/3/06	11/3/06	
5	Customization Tasks				
5.1	Set up staging lab at Commonwealth		10/9/06	10/20/06	
5.2	Develop data migration		10/9/06	11/3/06	
5.3	Develop system and report changes		10/9/06	12/22/06	
6	Training and Testing				
6.1	Test completed program changes and data migration in staging area (Augusta and Commonwealth)		11/6/06	12/22/06	
6.2	Create training schedule		11/6/06	11/06/06	
6.3	City of Augusta staff training		11/13/06	12/22/06	
7	Conversion				
7.1	Create installation plan accounting for probability of co-existence of 2 systems		11/06/06	1/5/06	
7.2	Conversion Testing		12/11/06	1/5/06	
7.3	Final Data Conversion		1/6/06	1/7/06	
8	Go Live		1/8/06	1/12/06	
9	Acceptance Testing and Project Close-Out				
9.1	Testing Period			30 days after go live	
9.2	25% of License Fee (at end of period)			-	
9.3	Final Billing Assistance (tentative onsite technical assistance only 3-days)*			3 days	

* Vendor will be onsite for three days to assist in Augusta's first major billing.

Section B2: System Enhancements Scheduling.

Create design specifications for billable and non-billable system changes and reports

RFP ID	Description	Days to Develop	Cost
Enhancements (billable)			
SB-20, CB-2	Bar Code Invoices	4 days	$ 2720.00
SC-2	Labor Costs	10 days	$ 6800.00
CC-5	Finish vendor contracts and vendor inventory assign	5.5 days	$ 3740.00
NEW-4	Cart/inventory integration – tracking automation of asset placement to a customer.	10 days	$ 6,800.00
NEW-6	Scale automation	1 day	$ 680.00
Enhancements (no charge)			
NEW-5, SAR-21	Financial assurance for the landfill – report all landfills must create each year. It ties directly to remaining capacity and lifespan of a landfill.	4 days	
SG-15	Random load inspections to be scheduled based tons or commodity.	4 days	
SG-24	Generate close to "credit limit" letter.	5 days	
SB-21	Show aging on invoices on a customer by customer basis.	1 day	
CS-4	Generate a "new service" letter.	5 days	
CR-5	Optimize routes, allow prototype optimize before post to production	15 days	
CAP-1	Finish A/P	23 days	

Section B3: Project Task Definitions.

Create training schedule

Each City of Augusta staffer will have unique elements of Insight that they will be interested in learning. We will create a curriculum and schedule. You may then select the areas that interest you most and participate in those areas of training exclusively. This maximizes the focus of the training where needed and minimizes regular workload disruptions.

Create system and report changes

The developers will create all the additional reports, process and screen changes. These will be verified during the construction by the appropriate City of Augusta authority for the specific function.

Create data Migration

The data from legacy system will be migrated to the Insight database. We must determine which data and how much of it is supposed to come over. This temporary tool will be used to refresh the data a number of times during this project until the final migration during the go live event.

Residential data from route audit (approx. 60,000 residents)	10 days
Landfill customer from Wasteworks (approx. 300 customers)	5 days
Commercial customers to be keyed in manually (approx. 100 customers)	2 days

Set up staging lab at Commonwealth

This is a set of computers that contain a simulation of the City of Augusta environment and data. The code changes will be tested here. The training and the overall system testing will be done here also.

Test completed program changes and data migration in staging area

This is the process where City of Augusta personnel sign off on the completion of the code changes that need to be done in advance of go live. This involves testing all reports and screen or process changes.

Begin City of Augusta staff training

Near the end of the implementation plan, the training of the City of Augusta staff will begin. It is our desire to schedule these events as close to go-live date as possible. These events will be grouped around areas of expertise. We will attempt to make the training 3 – 4 hour blocks at a time over the course of a few weeks. The data used during the training will be the migrated data.

Create final installation plan accounting for probability of co-existence of 2 systems

Here we want to explore the possibility of an install to the live systems ahead of time. If Insight is allowed to co-exist with the legacy system, then we can install Insight before the go live date and do a system wide infrastructure walk through.

Go Live

Mission Critical cut-over. This means that we do not run parallel. The users stop using the old and start using the new.

Section B4: Development Methodology.

This describes *how* we do what we do. The Commonwealth Development Methodology begins with a requirements definition and user feedback loop. This produces agreed upon specifications. From this document the detail design specifications are produced. These are programmer specifications that provide directions of the technical nature required by good programmers. The programmers construct and test their objects and modules. These are then integrated into the existing product framework and system and integration tested in preparation for beta and ultimate pilot testing. The new features are then documented and the support staff is trained on their nature and use. Finally, the pilot is complete and the work is ready for general release.

- Requirements Definition Loop (*Senior Analyst*)
- Detail Design (*Senior Analyst*)
- Construction and Unit Test (*Programmer/Report Writer*)
- System and Integration Test (*Quality Assurance staff*)
- Pilot and Release (*large projects*, *Quality Assurance staff*)

SCHEDULE C

LICENSED SOFTWARE

Section C1: Licensed Software. Commonwealth shall furnish the Customer with the following Software:

The entire suite of Insight Environmental Software. Including Landmark, HaulMark and the Multi-Site Enterprise Solution.

LandMark (Landfill, Transfer Station)

Scale House Ticketing
Scale Interface
Reporting
Cash Applications
Billing
Customer/Business Inquiry
Master Files

HaulMark (Roll Off, Residential, Commercial)

Routing
Dispatching
Reporting
Cash Applications
Billing
Customer/Business Inquiry
Master Files

Multi-Site Enterprise Solution
Replication

Section C2: Software Functional Requirements. The Software shall have the following functionality as identified in the original RFP #05-162 section entitled *Software and System Requirements*. Since the original RFP was released, these items have been identified for completion in either Phase I or Phase II of this project. Items in Schedule C are part of the Phase I Implementation, and items that have been moved to Phase II (which are indicated under Schedule D) are indicated as such following the Vendor Response, since the response to the RFP question was a key guiding factor in phase assignment. Phase II requirements will be addressed under a Statement of Work separate from this contract. Additionally, several items have been classified as “Phase III” items that are not to be included as part of the vendor’s contract obligations for this project. These exist here simply for information items in order to guide future development.

For all of the requirements listed on the following pages, the vendor is expected to respond in the column on the right according to the following parameters:

Y	Vendor is **fully** compliant with the requirement. If the vendor is partially compliant, they should indicate "N" rather than "Y", and include an explanation.
N	Vendor is not currently compliant with the requirement and does not plan to be compliant for the foreseeable future. Please note that a response of "N" will generally not disqualify a vendor from this competitive process.
M	Software currently does not meet the requirement but this can be done as a modification at no cost.
M$xxx	Software currently does not meet the requirement but this can be done as a modification for an additional cost. The vendor should indicate in the "xxx" what the estimated cost will be.
F	The software does not meet the requirement but the feature is under development and will be provided at a future date at no additional cost. If this code is used, a date should be supplied as well (e.g. F 8/6/2006).
N/A	Does not Apply (Based on the vendor's specific solution, this is not applicable). For example, questions referring to data being hosted offsite would not apply to vendors offering a solution to be served from the Augusta IT computer room.

Please note: Augusta reserves the right to automatically disqualify for consideration any vendor that is found to have answered these questions falsely with the intent to deceive in order to artificially enhance their chances of becoming the vendor of choice for this project.

This list may be amended as needed during the implementation, allowing Augusta to request additional modifications. Modifications requested by Augusta that are not included below, and are not considered by Commonwealth to be needed by future Software Licensees will be done for an additional fee based on Augusta acceptance of a quote provided by Commonwealth for such modification.

A. Augusta Software Technology Contract Requirements

Item ID	Item Description	Vendor Response
1. Database Type and Schema		
IT-1-1	The database must be either SQL Server, Oracle, or an IBM-server/database configuration.	Y
IT-1-2	The vendor must provide an updated copy of the production database schemas for the purpose of understanding the system and generating reports. The vendor must provide current updates if/when the schemas change. This includes a data dictionary that explains table and field names.	No. The database is not encrypted and the naming conventions are not ambiguous. Clarification is available through customer support.
2. Database features for Archiving, Testing, Restore, and Data Integrity		

Item ID	Item Description	Vendor Response
IT-2-1	It must be possible to restore a historical backup of the database and do a forward recovery using a transaction log.	Y. Handled at SQL Administration level.
IT-2-2	Editing Controls should be in place to protect data integrity by ensuring that incomplete or incorrect data cannot be entered or processed and that entries cannot be processed in the wrong sequence.	Y
IT-2-3	Software should able to archive and purge selected information in order to remove historical records that are not required to be retained permanently.	Y
IT-2-4	Vendor should provide for a solution that permits a production environment and a test environment to reside on the same server so that upgrades and service packs can be tested prior to being implemented in production.	Y
3. System Security		
IT-3-1	The system must include security that logs all database transactions, recording operator, date and time.	N
IT-3-2	Access to the system must be protected by unique user identification codes and passwords.	Y
IT-3-3	Software must allow assignment of access privileges by user for each system module.	Y
IT-3-4	User characteristics for on user may be copied to a new user so that similar characteristics for multiple personnel need not be entered multiple times.	Y
IT-3-5	Database security must have the ability to control access at the database level.	Y
4. Internet Interaction		
IT-4-1	There must be an interface for the World Wide Web available to enable the public to have inquiry-only access to the data stored in the vendor's system.	M $6000 *Phase II Item*
IT-4-2	Vendor should have the capability for program modules to be accessed via a web browser rather than a traditional client installation.	N
5. Graphical User Interface (GUI)		
IT-5-1	The software must have a GUI interface that provides a flexible, menu-driven environment for the user to invoke system functions from.	Y
IT-5-2	Menus in the GUI should have a consistent "look and feel", meaning a common arrangement of menus, buttons, boxes, etc. that are the same from one menu to another.	Y
IT-5-3	The software operates from a standard Internet browser (preferably Microsoft Internet Explorer) such that, in most cases, no software is required on the users' desktop. It is permissible for hardware (digital cameras, PDAs, other handheld devices) to require software installations on the client workstations.	N
6. Performance Bond		
IT-6-1	Prior to the making of any contract with Augusta, vendor shall agree to obtain a performance bond in the amount of the licenses, services, and other fees provided to Augusta in the execution of the project. For example, if the vendor software solution (including proprietary hardware) is $150,000, then the vendor shall obtain the bond in the amount of $150,000. Augusta's cost of obtaining servers, etc. which may be used with other vendor solutions is not to be included in the bond amount, subject to review by Augusta IT during the contract negotiation process.	Y
7. Presentation		
IT-7-1	If selected to present their product to the selection committee, the vendor should be prepared to have all of their software modules ready for presentation. A vendor may be disqualified if modules / products that are "in development" or otherwise not ready to present or implement are represented as being complete in this RFP.	Y
8. Maintenance		
IT-8-1	Augusta does not expect to pay maintenance on any product in the 1st year. Maintenance will begin on the anniversary of the "live date".	Y
9. Vendor Security Practices		

Item ID	Item Description	Vendor Response
IT-9-1	If the vendor desires to connect to Augusta's network through remote electronic means or through on-site activity, then the vendor shall sign the *Augusta Information Technology Third-Party Vendor Access Agreement*. This document shall be made part of any licensing, services, or maintenance contract(s)) between Augusta and the vendor. The agreement is attached to this document as Exhibit A. A response to this RFP/RFQ indicates that the vendor will sign the agreement, thereby agreeing to the stipulations and consequences therein. Vendors that will not sign the agreement should not reply to this RFP/RFQ, and will be summarily disqualified if they later refuse to sign. The current methodology for connection to Augusta's network is VPN, and the standard software package for connection to Augusta's Microsoft Windows-based servers is pcAnywhere.	Y

B. General Software Requirements / Scale Application

Item ID	Item Description	Vendor Response
General		
SG-1	Generate tickets by yards and/or tons.	Y
SG-2	Able to enter Manual tickets.	Y
SG-3	Able to generate tickets with sequential ticket numbers.	Y
SG-4	Ability to split loads by commodity or volume and weight and track the load segments to individual origins and counties.	Y
SG-5	Ability to charge minimum rates per customer and or per commodity. As well as defining a minimum load charge.	Y
SG-6	Automatic Rate Adjustments for premium or off hours	Y
SG-7	Interface with a cash drawer providing secured access to cash drawer with the drawer access restricted to the appropriate payment type(s)).	Y
SG-8	Automatic vehicle interface. Each truck can be read as it approaches the scales	Y
SG-9	Interfaces with a variety of scale automation controls. This could include card readers, key pads, RF ID tags, etc. Automation should include the ability to open gates, change traffic signals and other auxiliary items.	M $3750 *Phase II I*
SG-10	Must be able to operate multiple scales at multiple sites. Must be able to accommodate a variety of scale manufacturers.	Y
SG-11	Should interface with surveillance cameras to capture multiple images viable and printable on tickets.	Y
SG-12	Tare averaging using vehicle history, or like vehicle type	Y
SG-13	Capture the vehicle weight by truck and box combinations or by individual components, with the truck weights stored separately from the box weights.	Y
SG-14	Scheduled required weigh outs / re-tares. Shows the last tare weight date for reference.	Y
SG-15	Program indicates when a random load inspection is to be done. Must be able to set the parameters by commodity type, load count, tons, etc. Must be able to provide a detailed report of load inspections.	M
SG-16	Customer specific pricing or standard company pricing or standard pricing for different types of customers and commodities.	Y
SG-17	Configurable fees, surcharges, discounts for all or a portion of the customers and all or a portion of any commodity price, this should specifically include volume based discounts.	Y
SG-18	We have the option to print surcharges and fees separately or include them in the rate.	Y
SG-19	Configurable access to functions based on security levels/tasks assigned	Y
SG-20	Tracking and restrictions for bad checks	Y
SG-21	Must be able to hold a check, and generate one invoice for all daily activities against that check within the system. The customer must be able to leave a blank check also and have the system tabulate the balance of all tickets paid using the blank check.	Y
SG-22	Option for required deposit on weigh in - based on a customer	Y

Item ID	Item Description	Vendor Response
SG-23	Optional forced drivers license and/or vehicle tag number for all cash or check customers.	Y
SG-24	Credit limit checks/limitations based on accounts receivables. Automatic "close to limit" letters can be generated to notify the customer they are close to their credit limit.	M
SG-25	Tracks and reports on origin of waste received for each material.	Y
SG-26	Tracks waste placement through a 3 dimensional grid system. Would like it to communicate with a GPS data collector to get exact Latitude, Longitude, and elevation.	M$4000 *Phase II Item*
SG-27	Able to track both incoming and outgoing loads, volume and tons.	Y
SG-28	POS reconciliation by cash/checks/charges/and temp accounts	Y
SG-29	Ability to balance cash and batch within the system.	Y
SG-30	Generates a detailed audit trail by user and actions.	F 3/31/2006
SG-31	Able to have more than one customer tied to a specific truck.	Y
SG-32	In-Process ticket (vehicle in facility or unclosed ticket) tracking/report	Y
SG-33	Able to electronically save tickets/batches/invoices in a format that can be easily e-mailed or stored by date, customer, etc.	Y
Pricing		
SP-1	Rates must modifiable dynamically from ticketing or billing using fixed rate or percentage fees or discounts	Y
SP-2	Rates must modifiable dynamically from ticketing or billing using quantity based or time based rate tables using fixed rate or percentage fees or discounts	Y
SP-3	Rates must be modifiable using formulas that allow for the creation of any rate modifier based on volumes, time, unit of measure and any combinations.	Y
SP-4	Scheduled price changes by customer, contract, charge type and charge categories must be provided for. The price change must be able to be modeled against historical data and be applicable on demand as well as automatically when scheduled.	Y
SP-5	Price adjustments must have the ability to be reviewed prior to implementation, generating a price adjustment model that can be evaluated and manipulated prior to implementation. Reports on such must be available.	Y
Special Waste Approvals		
SS-1	Individual waste profiles for waste streams tied to a customer or master approvals for multiple haulers.	Y
SS-2	Approvals can be tracked/limited to a specific waste stream and specific jobs. Automated "close to limit" letters can be generated to notify the customer their profile is about to expire.	M
SS-3	Volume or tons tracking of limits based on a profile. The approvals must track and enforce the volume limits by tons, yards and any other unit of measure. Ticketing must warn the operators of the load becoming close to the limits of the approval at a predefined threshold.	Y
SS-4	Time tracking and limits based on a profile. The approvals must track and enforce the expiration date of the approval and warn the customer in advance of the violating load.	Y
SS-5	Individualized load authorization security. Waste approvals can require up to 3 password secured authorizations	Y
Municipal		
SM-1	Must be able to identify a vehicle by a county supplied unique truck number	Y
SM-2	Vehicle insurance expiration tracking	Y
SM-3	Vehicle or company expirations	Y
Billing		

Item ID	Item Description	Vendor Response
SB-1	Deferred Quantity Billing - volume based billing	Y
SB-2	Can bill Cash, charge or intercompany	Y
SB-3	Print separate invoices for each pricing contract that a customer has negotiated.	Y
SB-4	Must be able to bill finance charges.	Y
SB-5	Must be able to print invoices summarized by vehicle ID, charge type, material, or by date	Y
SB-6	Option to print aged account summary on the invoices.	Y
SB-7	Optional overdue messages on invoices based on age of balance.	Y
SB-8	Able to suspend a customer to a "cash only" customer.	Y
SB-9	Automatic generation of cut off letters based on aging, with the ability to preview and make adjustments prior to printing.	Y
SB-10	Option to automatically suspend customers if their account balance reaches unacceptable limits.	Y
SB-11	Auto-pay by credit card on file during billing.	Y
SB-12	Generate General Ledger posting reports.	Y
SB-13	Able to edit the batch prior to close or billing.	Y
SB-14	Able to re-print a given ticket with or without the captured customer signature.	Y
SB-15	Able to re-print a given invoice after the invoice is posted.	Y
SB-16	A ticket can never be deleted, it may be voided or a line item may be reversed.	Y
SB-17	If the total invoice amount for a customer is below a predefined minimum billing, then an optional administration fee can be assessed to bring the invoice to an acceptable minimum.	Y
SB-18	Ability to configure the contents of an invoice on a customer by customer basis. This includes sorting, filtering subtotals and formatting.	Y
SB-19	Provision must be made for Invoices to be distributed online..	Y *Phase II Item*
SB-20	Bar coded information on invoice to facilitate payment scanning	M $2750
SB-21	Invoices can be printed as a statement showing the aged account balance on the invoice - optionally on a customer by customer basis	M
SB-22	Finance charges calculated on a customer by customer basis with the inclusion on finance charge calculation optional during a billing.	Y
SB-23	The finance charge period and the aging days are configurable on a customer by customer basis	Y
SB-24	Allow for consolidated billings across lines of business so all billings for a customer appear on one invoice if desired	Y
SB-25	Allow for the invoice to be paid automatically by credit card on file.	Y
SB-26	Provision to accept payment over the phone and perform instantaneous transactions of payments.	Y
Accounts Receivable		
SR-1	Automated Past Due Letters and envelopes. Integrated with Microsoft Word. Must allow selection of letters by aging category, balance and customer.	Y
SR-2	Payment terms include all standard payment terms, user defined terms and discounts automatically offered in the payment entry if payment is made within a specific number of days.	Y
SR-3	Generate statements. Statements must be a running balance statement that shows current month payments and adjustments in detail.	Y
SR-4	Aging Analysis must provide summary, invoice summary and detail aging. They must be able to be filtered by balance, aging category and allow override the aging period days from a typical 30, 60, 90 etc.. days to any number of days per aging category like 45, 60,75 etc.	Y

Item ID	Item Description	Vendor Response
SR-5	Cash Receipts entry, providing helpful mechanism for paying multiple invoices with a single payment.	Y
SR-6	Ability to balance cash within the software.	Y
SR-7	Cash receipts reporting by batch or customer number	Y
SR-8	Tracking of check numbers	Y
SR-9	Able to split payment amount between credit card, cash, checks, and charge account.	Y
SR-10	Ability to offer prepayment or early payment discounts such as 2% net 10 days.	Y
Multiple sites		
SMS-1	Real time data updates at the HQ from all sites.	Y
SMS-2	Instant updates at sites of all transactions and activity of all sites including remote sites.	Y
SMS-3	Configurable synchronization frequency of all information edited at remote sites.	Y
SMS-4	The remote sites must be able to function in the software even in the event of the communication lines being down.	Y
Analysis and Reporting		
SAR-1	All reports must be exportable to an ODBC data source such as MS EXCEL	Y
SAR-2	Must be able to report Volumes of tons, yards, loads , revenue;	Y
SAR-3	For any time range selected by date;	Y
SAR-4	Presented in summary or detail;	Y
SAR-5	For Divisions, Customers, Materials, Generators, Customer vehicle, Hauler, Contract, Approval, county, state.	Y
SAR-6	Must report assessment fees and surcharges for reporting to the governing authorities.	Y
SAR-7	Must generate general ledger detail and summary ledgers for any accounting period	Y
SAR-8	Must report operational reports showing volumes by time of day, days of week, trucks per hour and cumulative truck count throughout the day.	Y
SAR-9	Must report customer ranking reporting by sales for a given time frame	Y
SAR-10	Must provide deposit slips at the scale house for the daily deposits and deposit slips for the payments made against AR	Y
SAR-11	Must provide simple one line detail ticket ledgers as well as comprehensive ticket lists showing the charge details	Y
SAR-12	Provide reporting for outbound loads in volumes a revenues, filtering and sorting the same as is required for inbound loads.	Y
SAR-13	Provide a detailed customer ledger report detailing account transactions, profile details and sales statistics	Y
SAR-14	Provide a detailed contract report showing the negotiated price structures for the customer	Y
SAR-15	Standard label and envelope	Y
SAR-16	Customer contact logs detailing phone calls and other communication events	Y
SAR-17	Provide vehicle listings showing key information such as the tare and size for a selected customers vehicles.	Y
SAR-18	Reports must be easily found with documentation and search capabilities by helpful descriptive phrases and keywords.	Y
SAR-19	Report access must be subject to security restrictions based on user security level.	Y
SAR-20	Must be able to organize the reports by user defined groupings and hide unused reports.	Y

Item ID	Item Description	Vendor Response
SAR-21	Must be able to generate a snapshot "remaining capacity" report. This report will reflect the airspace used by waste factored by a density, adding in cover soils, etc. To generate an anticipated fill date.	M
Cost Tracking		
SC-1	Fuel costs must be tracked. Automated fuel surcharges must be easily deployed to billing. Fuel costs should be able to be uploaded from a fuel card system.	M $4500 *Phase III Item.*
SC-2	Labor costs must be tracked. A cost per hour per employee must be stored and be able to be allocated to workflows accurately.	M $6800 *Phase I Item*
SC-3	Cover dirt utilization must be tracked, by volume, load, and density with the ability to run reports on such.	Y
SC-4	Asset Utilization must be tracked. This should include the hours the equipment operated. A cost per hour per piece of equipment must be stored and be able to be allocated to workflows accurately.	Y
SC-5	Costs should be able to be allocated and identified as capital projects, tracked by project number, name, etc.	M $3500 *Phase III Item.*

C. General Software Requirements / Solid Waste Collections

Item ID	Item Description	Vendor Response
Customer Service		
CS-1	Customer Quick set up - set up the customers contract, location, charges, initial payment, container, routing, and sequencing from one screen.	Y
CS-2	Provide a detailed customer contact log, which allows for scheduled feedback to the customer. Must show who and when talked to the customer.	Y
CS-3	Able to e-mail/fax customers information such as invoices, tickets and reports.	Y
CS-4	Once a new customer is generated, the system should generate a letter/new service information letter automatically.	M
Routing		
CR-1	Must be able to sequence a customer to a route.	Y
CR-2	Computer shall have the ability to automatically select the route to place it on.	Y
CR-3	There must be a way to identify changes/new items/exceptions on a route.	Y
CR-4	Must be able to track additional items such as fuel costs, disposal costs, disposal trip times, down time and reason.	Y
CR-5	Must be able to review routes on maps, optimize routes on maps and save to a trial area before implementing into the routes. Must further be able to bring driving directions into the system so they can be added to a work order.	F 6/30/2006
CR-6	Must be able to print a map to a customer.	Y
CR-7	Must be able to integrate with onboard computers, onboard scales, and GPS. This could include computerized route sheets, route audits, etc.	M $17,500. *Phase III Item.*
CR-8	Must be able to mass re-sequence based on manual choices.	Y
CR-9	Must automatically re-sequence the route when an additional item is inserted or deleted.	Y
CR-10	Service must be tied to the customers account balance in such as way as to allow suspension of the service automatically from the routes based on a configurable violation of the account balance.	Y
CR-11	Recording of route exceptions and missed pickups must be provided. The credits to billing that may be necessary should be generated	F 3/31/2006
CR-12	Route sheets in simple one line formats and multiple line versions allowing comments, street directions and physical location descriptions to be printed	Y
CR-13	Route Audit lists showing all stops on all routes	Y

Item ID	Item Description	Vendor Response
Dispatch and Contractor Functionality		
CD-1	Missed pickups must be scheduled as work orders for the contractors to remedy.	Y
CD-2	The work orders must be managed through a dispatch board and work order function. Work orders must be e-mailable to the contractor.	Y
CD-3	The work orders must be able to bill directly through to the customer and/or the contractor.	Y
CD-4	The work orders must be able to be billed to the customer with vendor costs also being recorded.	F 6/30/2006
CD-5	The work orders must also be able to record just a straight billing to the Contractor.	Y
CD-6	Work orders must be printed and also be able to faxed or emailed to the Contractor.	Y
CD-7	Each Contractor must able have its own pricing contract and configuration.	Y
CD-8	The dispatch board must easily organize the jobs by date and time as well as sort and filter them by vendor, location, and status of the job.	Y
CD-9	The board must record the awareness of the Contractor relative to the job. Have they received it yet or not. Has the job been completed, tracking what time was the job completed.	Y
CD-10	Must be able to track and charge against contract performance based issues such as liquidated damages to each contractor separately.	Y
CD-11	Work orders must be easily billed allowing filters by date, customer, division, charge type.	Y
CD-12	The billing system must be the same one used in the landfill billing.	Y
CD-13	Extra pulls and special pickups are handled through the work order system.	Y
Container Management		
CC-1	Containers must be tracked by SKU or unique number. These must have the capability of being tracked with RF tags or similar technology	Y
CC-2	The work order system must have the capability to move and track inventory intuitively and with as little possibility for operator error as possible.	Y
CC-3	Work order reporting must provide for daily summaries of work orders including snapshot key indicators like numbers of open jobs, closed, dollar volumes of each etc.	Y
CC-4	Container reports must identify the location of inventory whether in the yards, at a customer site, at a contractors yard or en route.	Y
CC-5	Must be able to track when containers were delivered to contractor and have contract specific affects on the amounts payable to the contractor based on contract specific parameters.	Y
CC-6	Must be able to report on the number of containers a given contractor has at a given time.	Y
CC-7	Reports must detail the location, routing and billing details for each service site. This includes the container SKU ID	Y
CC-8	Customers must be able to define multiple service locations under the same service agreement. There can be no limit on the number of service locations per customer.	Y
CC-9	Invoices must be able to be printed with each service agreement on its own invoice or consolidated under one customer invoice.	Y
Cost Tracking		
CT-1	Fuel costs must be tracked. Automated fuel surcharges must be easily deployed to billing. Fuel costs should be able to be uploaded from a fuel card system.	M $2500 *Phase III Item.*
CT-2	Disposal Costs must be tracked. A function must be provided to reconcile tracked disposal costs with the disposal site invoice.	Y
CT-3	Labor costs must be tracked. A cost per hour per employee must be stored and be able to be allocated to workflows accurately.	Y
Pricing		
CP-1	Rates must modifiable dynamically from ticketing or billing using fixed rate or percentage fees or discounts	Y

Item ID	Item Description	Vendor Response
CP-2	Rates must modifiable dynamically from ticketing or billing using quantity based or time based rate tables using fixed rate or percentage fees or discounts	Y
CP-3	Rates must be modifiable using formulas that allow for the creation of any rate modifier based on volumes, time, unit of measure and any combinations.	Y
CP-4	Scheduled price changes by customer, contract, charge type and charge categories must be provided for. The price change must be able to be modeled against historical data and be applicable on demand as well as automatically when scheduled.	Y
CP-5	Price adjustments must have the ability to be reviewed prior to implementation, generating a price adjustment model that can be evaluated and manipulated prior to implementation. Reports on such must be available.	Y
Accounts Payable/Contracts		
CAP-1	Must be able to track the amount to be paid to contractor. This would factor in contract deductions, units serviced by rate, and reporting on such.	F 6/30/2006
Billing		
CB-1	Provision must be made for Invoices to be distributed online	Y *Phase II Item*
CB-2	Bar coded information on invoice to facilitate payment scanning	M
CB-3	Provide for advance or recurring billing set up by customer	Y
CB-4	Invoices can be printed as a statement showing the aged account balance on the invoice - optionally on a customer by customer basis	Y
CB-5	Finance charges calculated on a customer by customer basis with the inclusion on finance charge calculation optional during a billing.	Y
CB-6	The finance charge period and the aging days are configurable on a customer by customer basis	Y
CB-7	Allow for consolidated billings across lines of business so all billings for a customer appear on one invoice if desired	Y
CB-8	Allow for the invoice to be paid automatically by credit card on file.	Y
CB-9	Provision to accept payment over the phone and perform instantaneous transactions of payments.	Y
Cash Management		
CM-1	Provision for online bill paying	M $4000 *Phase II Item*
CM-2	Provide for OCR scanning of payments	M $800 *Phase II Item*
CM-3	Provide for automatic bill payments via EFT	M $4000 *Phase II Item*
CM-4	Provide web based customer account interface for customer statistics, reporting work orders, service, billings and payment activity	M *Phase II Item*
CM-5	Automatically pay invoices by credit card.	Y

D. Additional Items

Item ID	Item Description	Vendor Response
NEW-4	Cart/inventory integration – tracking automation of asset placement to a customer.	M $6800 *Phase I Item*
NEW-5	Financial assurance for the landfill – report all landfills must create each year. It ties directly to remaining capacity and lifespan of a landfill.	M $2200 *Phase I Item*
NEW-6	Scale automation.	M $680 *Phase I Item*

SCHEDULE D

SOFTWARE CUSTOMIZATION

Section D2: Contract Obligations:

The items listed on Schedule D will be addressed following the initial software implementation project. They are subject to the same support and maintenance requirements as the items in Schedule C, which are to be implemented as part of the initial implementation. These items are to be implemented under a Statement of Work, separate from this Contract, following implementation of the items in Schedule C.

Items in Section D2 are potential Phase III items that are included here for reference and the vendor is NOT under any obligation to provide these products/services under this contract or any future contract. Additionally, there is no guarantee that a Phase III will be required or necessary, and these items are included simply for information purposes.

Section D1: Customization.

This list may be amended as needed during the implementation, allowing City to request additional modifications. Modifications requested by the Customer that are not considered by Commonwealth to be needed by future Software Licensees will be done for an additional fee based on City acceptance of a quote provided by Commonwealth for such modification.

Section D1.1: RFP Responses requiring modification:

A. Augusta Software Technology Contract Requirements

Item ID	Item Description	Vendor Response
IT-4-1	There must be an interface for the World Wide Web available to enable the public to have inquiry-only access to the data stored in the vendor's system.	M $6000

B. General Software Requirements / Scale Application

Item ID	Item Description	Vendor Response
SG-9	Interfaces with a variety of scale automation controls. This could include card readers, key pads, RF ID tags, etc. Automation should include the ability to open gates, change traffic signals and other auxiliary items.	M $3750
SG-26	Tracks waste placement through a 3 dimensional grid system. Would like it to communicate with a GPS data collector to get exact Latitude, Longitude, and elevation.	M$4000
SC-2	Labor costs must be tracked. A cost per hour per employee must be stored and be able to be allocated to workflows accurately.	M $1000

C. General Software Requirements / Solid Waste Collections

Item ID	Item Description	Vendor Response

Item ID	Item Description	Vendor Response
CS-4	Once a new customer is generated, the system should generate a letter/new service information letter automatically.	M
CM-1	Provision for online bill paying	M $4000
CM-2	Provide for OCR scanning of payments	M $800
CM-3	Provide for automatic bill payments via EFT	M $4000
CM-4	Provide web based customer account interface for customer statistics, reporting work orders, service, billings and payment activity	M
NEW-1	Automated reports by time/date for day end, month end, etc.	M $4760
NEW-2	Follow-up calls assigned to specific staff by date/time.	M $2720
NEW-3	Promise to pay date for collections of funds with flags/triggers based on those dates.	M $2720

Section D2: Potential Future (Phase III) Applications:

The following items may be considered at a later date, and are recorded here to indicate the Solid Waste Department's interest in exploring these in the future. These are **not** to be considered as a part of the vendor's contract obligation and are included here for information purposes only:

Item ID	Item Description	Vendor Response
CR-7	Must be able to integrate with onboard computers, onboard scales, and GPS. This could include computerized route sheets, route audits, etc.	M $17,500
SC-1	Fuel costs must be tracked. Automated fuel surcharges must be easily deployed to billing. Fuel costs should be able to be uploaded from a fuel card system.	M $4500
SC-5	Costs should be able to be allocated and identified as capital projects, tracked by project number, name, etc.	M $3500
CT-1	Fuel costs must be tracked. Automated fuel surcharges must be easily deployed to billing. Fuel costs should be able to be uploaded from a fuel card system.	M $2500
FUT-1	"Real time" check verification. There is commercially available technology (used by retail stores), that scans a check and informs the cashier if funds are available. Could this be integrated?	
FUT-2	Scheduled reports to print.	
FUT-3	Inter-company work order/project numbers keyed into scale tickets to track by project or job.	
FUT-4	Lost business report tracking price and service.	
FUT-5	Phone system integration – as the customer calls, the software goes to that account based on phone number. Additionally, have look-up by phone number.	
FUT-6	Suggested the use of a "debit card" which would allow customers to pre-pay for a few months of service, with a 5% discount. Customer would swipe card when they came in, and Insight would keep a running total of their account balance. This way, Augusta gets a cash flow boost, the customer gets 1.00 of service for 95 cents, etc.	

SCHEDULE E

USER DOCUMENTATION

Section E1: User Documentation. Commonwealth shall furnish the Customer with a user manual that defines standard functionality of the delivered software.

SCHEDULE F

MINIMUM CONFIGURATION

Section F1: Minimum Configuration. Minimum computer system specifications upon which licensed software will execute:

Server Minimum Requirements

Computer and processor:	Pentium 4 or higher processor. 2GB Memory.
Data Storage:	100 GB Hard drive, with at least 20 GB available, for database backups
Memory:	2 GB of RAM or greater
Hard drive:	Server: 80 GB hard drive, with at least 20 GB Free. You need to have at least 1 GB free on your main partition for Installation.
Optical Drive:	CD-ROM or DVD drive. One PC should have a CD-RW (CD-ROM Burner drive) or DVD+/-R (DVD Burner drive) for sending backup files to Insight.
Display (Monitor):	17" Monitor or larger with 1024x768 resolution.
OS/Software:	❑ Windows 2000 Server or later with matching number of client licenses (CALs) for each client machine ❑ Microsoft SQL Server 2000 with matching number of client licenses (CALs) for each Client machine. ❑ Crystal Reports 9 or greater ❑ VNC software for remote support access.

* NOTE: If you are using a PC that will act as the Insight Server, the PC must meet the Server hardware requirements.

Client / PC Minimum Requirement

Computer and processor:	Intel Pentium 4 equivalent or AMD 2.0 GHz or faster processor
Memory:	1 GB of RAM or greater
Hard drive:	60 GB hard drive, with at least 5 GB Free.
Display (Monitor):	17" Monitor or larger with 1024x768 resolution.

OS/Software:

- Microsoft Windows® 2000 with Service Pack 4 (SP4)
- Windows XP PROFESSIONAL**, or later
- Office 2000 or later.
- Microsoft Word and Microsoft Excel
- Microsoft .NET 1.1 Framework
- VNC (Remote desktop software)

NOTE: We cannot support Insight Environmental Software running on Windows XP Home edition, or Windows XP Media Center Edition

Internet Connection:
Internet functionality requires dial-up or broadband Internet access (provided separately); Due to the increasing sizes of databases, we HIGHLY RECOMMEND a Broadband Internet connection. Local or long-distance charges may apply.

SCHEDULE G

SOFTWARE TRAINING SERVICES

Section G: Services. Commonwealth shall furnish the Customer with the following Training Services:

Commonwealth will provide training for the number of City staff equal to the number of user licenses purchased. Training shall occur in two blocks:

- ❑ Go-Live: Commonwealth will provide five days of on-site staff training configured to Augusta's specific needs and conducted in a facility the Customer provides. The nature of the Licensed Software is such that there are multiple types of work that require training, i.e., Scale house, Billing, Administrative, and one function does not overlap to the other. Training software functions are job-specific and the five days of training should be structured so as to separate the functions into appropriate time segments.

- ❑ Commonwealth shall provide on-site assistance (and training as needed) during a residential customer billing cycle, which shall be identified by the customer, for a minimum of three days, subsequent to the Go-Live date of the software. This training shall be scheduled within three months of the scheduled Go-Live date.

Any subsequent training, requested by the Customer, where Commonwealth will be providing training, will be done for a fee as defined in Schedule J, it being acceptable at the Customer's choice to train or retrain using City personnel.

SCHEDULE H

SOFTWARE PAYMENT

Section H1: Payment. The Customer will exercise the following payment plan:

Milestone	Payment Required
Contract Signing	50% of the license fees
(Throughout project)	Itemized Weekly invoices for custom work net 30 days.
Start of Acceptance Testing	25% of the license fees
Acceptance of Licensed Software	Final 25% of license fees and any balance

Section H2: Price of Software and Services.

Quant	Item	Description	Unit Price	Extension	Notes
Software Licenses					
2	I-Server	Insight Enterprise Servers End User License Agreement (EULA).	$ 5,000.00	$ 10,000.00	1
20	I-Client	Insight Client End User License Agreement (EULA)	$ 1,250.00	$ 25,000.00	
-0.667	Discount	Co-development Program Contribution (66.7% off of the license fees)	$ 30,000.00	$ (20,010.00)	2
Complete Turn-Key Insight Software and Installation Subtotal				**$ 14,990.00**	

Co-Development (Phase I only. Additional Items are found under Phase II.)					
1	SB-20, CB-2	Bar Code Invoices	$ 2,720.00	$ 2,720.00	
1	SC-2	Labor Costs	$ 6,800.00	$ 6,800.00	
1	CC-5	Finish vendor contracts and vendor inventory assign	$ 3,740.00	$ 3,740.00	
1	NEW-4	Cart/Inventory integration-tracking automation of asset placement to a customer	$ 6,800.00	$ 6,800.00	
1	NEW-6	Scale automation	$ 680.00	$ 680.00	
		Management / Implementation Costs		**$ 20,740.00**	

Travel and Implementation Costs					
		Travel Expenses: Over a 30 day period weekends off.			
8	trips	Airfare: 4 trips 2 consultants	$ 450.00	$ 3,600.00	
40	days	Lodging: 20 days, 2 consultants	$ 80.00	$ 3,200.00	
40	days	Per Diem: (Whatever your standard is x 20 days, we will use $30/day as an example)	$ 30.00	$ 1,200.00	
20	days	Rental Car: 20 days x $45/day or less if it is less, again we will conform to your requirements	$ 45.00	$ 900.00	
160	Hours	Management and Implementation	$ 75.00	$ 12,000.00	

Management / Implementation Costs				**$ 20,900.00**	

Training Section					
13	Days	Insight Training	$ 500.00	$ 6,500.00	3
Training Section				**$ 6,500.00**	

Conversion of Existing Data					
120	hours	Convert 300 landfill customers and current account balances, 52000 solid waste customer records and their balances	$ 75.00	$ 9,000.00	
Conversion of Existing Data				**$ 9,000.00**	

Annual Support Starting Second Year					
1		17% of retail software license fees. $35000 x 17%	$ 5,950.00	$ 5,950.00	
Annual Support Starting Second Year				**$ 5,950.00**	

Optional Hardware Costs					
1		2 Digital Video Cameras and Sharkseye software interface	$ 7,200.00	$ 7,200.00	
1		Scale Interface Configuration	$ 200.00	$ 200.00	
1		1 Wireless Signature Pad	$ 1,350.00	$ 1,350.00	
1		1 Cash Drawer	$ 650.00	$ 650.00	
Optional Hardware Costs				**$ 9,400.00**	

Project Total Cost (Software Solution and Vendor Hardware)	**$ 81,530.00**	

Notes	
1	Two servers and databases are needed to facilitate the synchronization of information between the landfill and the Solid Waste offices. This price includes unlimited support and all upgrades for 1 year from installation.
2	This number represents the amount of the license fees that Insight is prepared to invest in the customizations for the City of Augusta that improve the core Insight products.
3	If you need less, you will only be billed for the training time you actually needed.

Section H3: Explanation of Pricing and Estimates.

Software Cost Section

- The costs for the customized programming defined in this section represent a ***very gross estimate***. As described in our explanation of the Standard Software Development Process, exact costs ***cannot*** be known until a proper Proposed Business Model is constructed. Or in other words, detail design specifications are done. We feel that it is ***impossible*** for *anyone* to do it correctly any other way. Any estimate presented as an accurate quote without that detail design work done is highly suspect at least and probably very misleading.

- We are putting these numbers forward as a 'ballpark' guess based on the gross assumptions we have had to make. Even if we spent all of the time between receiving the RFP on October 24th and the November 9th question deadline sending written communications back and forth to the procurement office trying to create detailed specifications, we would not have been able to create them in that short of time using that manner of communication. It requires face to face, 'in the trenches' tedious, hard work to interrogate all the necessary users, vendors and other contributing parties to do the job correctly and accurately. We know that a 'final number' stipulation was described as a criteria for the nature of the estimates. We cannot warrant that on these estimates. If that disqualifies us, well then that would be regrettable. But we would know we did due diligence and gave the truest and best numbers we could. Anything else would have been disingenuous and misleading.

- So we based the estimates on the assumption that we were building these features for our core product. The goal there is to have the richest functionality on the market and the highest quality product. Basically, it is a high standard and one we could be proud of. However, you may have requirements unique to Augusta that will alter the estimates up or down by significant amounts.

- Therefore, the estimates are subject to change by you the customer based on the details you will ultimately provide during the inevitable detail design phase of the project.

Management / Implementation Cost Section

- The above stipulation carries over into this section. Changes may occur to estimates of the volume of time spent on your site, the travel expenses and the hours spent managing the project. Also, if there is the possibility of an Augusta IT staff member managing all or segments of the project, then that could reduce costs.

Training Costs

- Training costs will be based on actual hours used. If students are quick studies the costs will be less. If we train a super user who trains others, the costs will also be less.

Conversion of Existing Data Section

- The conversion makes the following assumptions: The goal is to migrate the landfill customer names and addresses. There are no special pricing contracts to be migrated. The open AR balances will be migrated in detail open item records. As for the solid waste records, the goal is to migrate the customer name, address, a service location and one container activity record per customer and any AR balance if that is applicable.

Annual Support Costs Section (Starting 2nd year)

- The support costs are based on the rate of the license fee before Cooperative Development Program discount. They are included for the first year so no support costs are incurred until the second year.

❑ *Hardware Costs Section*

- We have included hardware cost estimates for the elements of our software that have these interfaces up and running now. Hardware for items to be created in the future have not been included since the detail requirements are not known. We felt that absent these details the inaccuracy of the hardware costs might skew the accuracy of the estimate too much.

SCHEDULE I

ANNUAL SOFTWARE SUPPORT

Section I1: Annual Fee. Commonwealth shall furnish the Customer with annual support, which will include upgrades and staff support to answer questions and resolve problems.

Section I2: Fee Amount. The Annual Commonwealth (Insight) Maintenance Fee is seventeen percent (17%) of the Total Licensed Software Cost, which is stated in Schedule J. This fee is due annually, and will be billed by Commonwealth. It entitles the Customer to Software support and periodic updates. Commonwealth reserves the right to change its support and maintenance fees, with the following conditions:

- Changes to the Annual Commonwealth (Insight) Maintenance Fee are to be announced prior to June 1 of the year previous to the changes taking effect in order to provide the customer with sufficient time to budget for the changes.
- Increases to the support and maintenance fees shall exceed no more than 3% of the cost of the previous year, provided that the number and type of licenses purchased by the customer shall not have changed.
- Additional licenses purchases by the Customer shall be billed at the then-current Commonwealth rate and the maintenance amount for the new license(s) shall be added to the existing annual maintenance fee. Said fees shall be prorated for the year in which they are purchased and shall be billed in full with the next Annual Billing.
- This maintenance agreement applies to licensed software, to include customizations that will be incorporated into the Commonwealth suite of software (HaulMark, LandMark, and derivatives/sub-programs thereof). Augusta-specific customizations that are not incorporated into the Commonwealth suite of software and will not be marketed or supplied to other customers shall be subject to maintenance on a time-and-materials basis. This provision applies to the customizations described in Schedule D, and is subject to change if/when the customizations are incorporated into the Commonwealth suite of software.

Section I3: Fees beyond Annual Support.
All travel expenses and data transmission-related telephone expenses related to installation, service or support of the Licensed Software are the responsibility of the Customer, subject to written approval from the Customer prior to the beginning of any billable activity. If the Customer provides Commonwealth with VPN access for services or support, there shall be no charge for data transmission-related expenses.

All fees are payable at the beginning of each month or upon invoice. Payment Terms for invoices of this nature shall be: Net 30 days.

Other activities not related to Annual Software Support are subject to the charges as described in Schedule J.

SCHEDULE J

CHARGES

Section J1: System. Commonwealth will charge the Customer the following Charges:

- All reasonable Mileage, Daily Food Per Diem, and reasonable Lodging charges will be billed weekly. Food Per Diem shall not exceed the U.S. Internal Revenue Service schedule for Augusta, GA.
- Training requiring additional time will be charged at $500/day.
- Customization of Invoice, Tickets, and Statements is at $75/hour.

Commonwealth reserves the right to change the fees described in this Schedule J on ninety (90) days advance notice.

SCHEDULE K

Augusta Information Technology Third-Party Vendor Access Agreement

This is an excerpt of relevant material from the *Augusta Information Technology Standard Operating Procedures, 2005 Edition*.

5.6.4.1 Purpose

The purpose of this policy is to provide guidelines for Remote Access Virtual Private Network (VPN) connections to the Augusta Richmond County network.

5.6.4.2 Scope

This policy applies to all Augusta Richmond County employees, contractors, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing VPNs to access the Augusta Richmond County network. This policy applies to implementations of VPN that are directed through an Augusta Richmond County VPN Concentrator.

5.6.4.3 Policy

Approved Augusta Richmond County employees and authorized third parties (customers, vendors, etc.) may utilize the benefits of VPNs, which are a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees.

Any employee wishing to access the internal Augusta-Richmond County network remotely from any location other than a branch office shall through a VPN via the internet. They will have to authenticate themselves using a uniquely assigned password. All sensitive data will be encrypted in transit over all networks.

A user with Internet access from home may request access to the network via the Internet using VPN access. The user must make the request through their project leader and provide their username. The username will be the same one used when using a computer on the network. Passwords must meet the requirements of the Password Policy (See *Passwords for IT Resources)*. Once approved the user must install the VPN client on their computer to be able to access the network through the Internet.

All vendors will be required to use VPN to connect to any resource on the Augusta-Richmond County network. Vendors needing access to the Augusta-Richmond County network will need to be requested through the appropriate Project Leader only. The Project Leader will then need to email firewall administrators the request with day and time the vendor needs access. If this is a new vendor access, then the Project Leader will need to make the request with the security administrator to setup the appropriate access needed.

Additionally,

1. VPN access is provided through the Augusta Information Technology Department. No other department may implement VPN services.
2. It is the responsibility of employees with VPN privileges to ensure that unauthorized users are not allowed access to Augusta Richmond County internal networks.

3. The VPN software can only be installed on the computer listed on the access request form.
4. VPN use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong passphrase.
5. When actively connected to the corporate network, VPNs will force all traffic to and from the PC over the VPN tunnel: all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. VPN gateways will be set up and managed by Augusta Richmond County network operational groups.
8. All network activity during a VPN session is subject to ARC policies and may be monitored for compliance.
9. All computers connected to Augusta Richmond County internal networks via VPN or any other technology must use the most up-to-date anti-virus software that is the county standard (provide URL to this software); this includes personal computers. All computers are also required to be up to date on all OS patches for security. Proof of compliance is required prior to the assignment of a VPN account to ensure network health.
10. VPN users will be automatically disconnected from Augusta Richmond County's network after thirty minutes of inactivity. The user must then logon again to reconnect to the network.

SCHEDULE L

Performance Bond

Request for Proposal

Sealed RFP's will be received at this office until Tuesday, November 29, 2005 @ 3:00 p.m.

RFP #05-162 Solid Waste Management Software Consulting, Implementation, and Technical Services for Information Technology

RFP's will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30911
706-821-2422

RFP documents may be obtained at the office of Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. All questions must be submitted in writing to the office of the Procurement Department by Fax at 706-821-2811 or by mail. No bid will be accepted by fax, all must be received by mail or hand delivered. **The last day to submit questions is Tuesday, November 8, 2005 by 4:00 p.m.**

It is the wish of the Owner that minority businesses are given the opportunity to BID on the various parts of the work. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provide ample opportunity for business growth and development.

No RFP may be withdrawn for a period of **120 days** after time has been called on the date of opening.

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the bid invitation are material conditions of the RFP. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. Please mark RFP number on the outside of the envelope.

Bidders are cautioned that sequestration of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Augusta has a Link Deposit program designed to provide loans to eligible local Small, Minority and Women Owned Businesses. For more information about this program contact the Office of Disadvantage Business Enterprise at 706-821-2406.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle October 13, 20, 27, November 3, 2005
Metro Courier October 19, 2005

cc:	Tameka Allen	Interim Deputy Administrator
	Michael Blanchard	Information Technology
	Yvonne Gentry	DBE Coordinator
	Mark Johnson	Solid Waste

FAX TRANSMISSION

AUGUSTA-RICHMOND COUNTY CONSOLIDATED GOVERNMENT
530 Greene Street - Room 605
Augusta, Georgia 30911
706 821-2422
Fax: 706 821-2811

To:	Metro Courier	**Date:**	October 5 , 2005
Fax #:	(706) 722-7104	**Pages:**	2, including this cover sheet.
From:	Geri A. Sams		
Subject:	LEGAL NOTICES FOR RFP #05-162		

COMMENTS:

Please print the above Bid Item(s) on the following dates:

October 19, 2005

REQUISITION #43723B

Please send an affidavit of publication.

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Planholders List

Member Name City of Augusta, GA

Bid Number RFP-05-162-0-2005/PJM

Bid Name Solid Waste Management Software Consulting, Implementation & Technical Service

35 Planholder(s) found.

Supplier Name ▲	City	State	Phone
Arcadis SE - 1 - Peppers	Atlanta	GA	7704318666
Berry, Dunn, McNeil & Parker	Portland	ME	2077752387
Blue Heron Consulting Corporation	Rochester	NY	8002533449
Bluecrane, Inc.	Redondo Beach	CA	3107926241
Burton & Assoc	Jacksonville Beach	FL	9042470787
Cartegraph Systems, Inc.	Dubuque	IA	5635568120
Computer Business Services, Inc.	Americus	GA	2299244408
DataStream	Greenville	SC	8644225001
DCS, Inc.	Harrisonburg	VA	5404336910
DR J&C TUKES PAINTING INC	Orlando	FL	4075212961

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Supplier Name ▲	City	State	Phone
engine37	Los Angeles	CA	3238229815
Fox Run Solutions	Trenton	OH	5139880321
GBA Master Series	Overland Park	KS	9133413105
GBB	Fairfax	WI	7035735800
GeoSyntec Consultants	Kennesaw	GA	6782029500
Hansen Information Technologies	Rancho Cordova	CA	9169210883
HMS Inc	Matthews	NC	7048498242
Insight Environmental Software	livonia	MI	7345254999
J Spear Associates	Milwaukee	WI	4142635715
JPK Micro Supply, Inc.	City Of Industry	CA	6269688803

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Member Name City of Augusta, GA

Bid Number RFP-05-162-0-2005/PJM

Bid Name Solid Waste Management Software Consulting, Implementation & Technical Service

35 Planholder(s) found.

Supplier Name ▲	City	State	Phone
LabLite, LLC	New Milford	CT	888954548
Mgt Of America	Tallahassee	FL	8503863191
MSW Consultants	Orlando	FL	4073808951
OLH, Inc.	Atlanta	GA	404881009
PowerServe International	Augusta	GA	706826150
Public Works Solutions LLC	Arlington	VA	703516922
S3 technologies, Inc	Portsmouth	RI	401862148
Sadler NeCamp Financial Services, Inc. dba PROWARE	Cincinnati	OH	513489547
SCS ENGINEERS	TAMPA	FL	813621008
Soft-Pak, Inc.	San Diego	CA	619283233

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Planholders List

Member Name City of Augusta, GA

Bid Number RFP-05-162-0-2005/PJM

Bid Name Solid Waste Management Software Consulting, Implementation & Technical Service

35 Planholder(s) found.

Supplier Name ▲	City	State	Phone
SPL WorldGroup	Walnut Creek	CA	9256581000
Tailored Business Systems, Inc	Statesboro	GA	9128717000
Timmons Group	Richmond	VA	5712122662
VTSRM LLC	Lawrenceville	GA	6783670459
Windsor Solutions Inc	Lake Oswego	OR	5036757833

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TO: Geri Sams
Director, Procurement Department

Mark Johnson
Solid Waste Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL**
Bid Item #05-162 – Solid Waste Management Software Consulting and Implementation

DATE: November 10, 2006

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of five (5%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **$170,000**.
- There is 5% ($10,000) value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review.
If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw

RFP #05-162
Solid Waste Management Software Consulting, Implementation & Technical Service
Information Technology
RFP Due: Tuesday, November 29, 2005 @ 3:00 p.m.

	Original	Six (6) Copies	Price Proposal	Addendum 1 & 2
Soft Pak	Yes	Yes	Yes	Yes
Insight Environmental	Yes	Yes	Yes	Yes
Desert Micro	Yes	Yes	Yes	Yes
Computer Business Service*	Yes	No	Yes	No
Non-compliant for not submitting required copies and for not acknowledging receipt of the addendums				