

MASTER SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of _____, 201____ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Chemware, LLC, Raleigh, North Carolina (“Contractor”) (individually, “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 156-0140-P (“RFP”) for the supply, implementation, and maintenance services of a Laboratory Information Management System (LIMS) solution; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Master Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in **Exhibit A** (“Statement of Work”), and any other document stating Contractor’s responsibilities, attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

F. “Go-Live” means the date on which a Licensed Software Component or the entire LIMS, as the case may be, has entered Operational Use. The Go-Live tasks are further described in the Statement of Work.

2. Conditions Precedent. This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section

13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administrator or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

The term of this Agreement shall commence on the Effective Date and shall remain in full force as follows:

- a) Implementation services shall be completed within three-hundred fifteen days (315) from Notice to Proceed as stated on the Gantt Chart attached under Exhibit A, unless otherwise indicated.
- b) Maintenance services shall commence upon Go Live and continue for a five (5) year period, as provided on **Exhibit G**, which is attached hereto and incorporated herein by reference. This Master Agreement will remain in effect until the final date that any of the subordinate agreements included in Exhibit G or any other Exhibit to this Agreement is in effect.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of *three-hundred-fifty-two-thousand-seventy (\$352,070.00)* for Services completed and accepted as provided in Section 15 herein as applicable, for deliverables received and accepted at the rates, as set out in **Exhibit B**, and payable upon submittal of an invoice as required herein.

C. Travel Expenses.

The County shall reimburse the Contractor the sum of not-to-exceed eleven thousand five hundred fifty (\$11,550) for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by the Contract Administrator or designee.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. A schedule of payments can be found on **Exhibit C**. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted in accordance with **Exhibit E** attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in **Exhibit D**, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

13. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

14. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

15. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

16. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any others which by their nature would survive termination.

17. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Terri Grimes, Laboratory Technical Project Coordinator
Pinellas County Utilities Laboratory
1620 Ridge Road, Building B
Largo, FL 33778

For Contractor:

Attn: Christopher Couch, VP Business Development
900 Ridgefield Drive, Suite 150
Raleigh, NC 27609

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

18. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

19. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

20. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

21. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

22. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

23. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

26. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. The terms stated in this Master Agreement shall take precedence over any additional or inconsistent term stated in any Exhibit or attachment comprising this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its Board of County Commissioners

Chemware, LLC

By: _____

By: 

Signature

Eric Dingfelder
Print Name


General Manager
Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: 

Office of the County Attorney

I. PROJECT APPROACH

Implementation of the LIMS solution shall be based on a phased approach as follows.

PHASE I – PROJECT PLANNING**1. Laboratory Requirements Assessment**

The development of a detailed requirements analysis document occurs immediately after award. The first phase of the implementation involves significant strategic planning, reviewing the workflows described by the customer and gathering additional details about the laboratory and its workflow. During this time, the ChemWare Project Manager will work closely with customer team members to identify any gaps between the requirements and the HORIZON initial (“base”) configuration. A detailed workflow assessment allows the Project Team to qualify and quantify all possible configuration needs and report formats, and to resolve which tasks are best suited for ChemWare versus lab personnel. During this time, the System Administrator continues to become familiar with the HORIZON initial configuration and core functions. This aids in a better understanding of the baseline provided so that the System Configuration stage can commence as quickly as possible.

2. Implementation Plan

One of the first deliverables in the project is an Implementation Plan and Project Schedule. This is developed with the input of the laboratory designated project managers/team leaders. ChemWare methodology involves a highly coordinated effort where tasks are closely tracked and assigned as a ChemWare responsibility, customer responsibility, or joint responsibility. As the particulars of the project are better defined through the implementation process, this plan can be altered with our Change Management Plan.

3. Change Management Plan and Change Log

Change management includes the processes required to control unforeseen changes that arise during the course of a LIMS implementation that may affect schedule, budget, or quality. As a consequence, the management of change is a critical factor in the success of a project. The ChemWare Team will adhere to a strict change management process that requires both the Laboratory and ChemWare approval of any modifications to project scope, budget, resources, or schedule. Any re-planning associated with these modifications will be accounted for by updating the applicable project management documentation as required.

The Change Management Plan acts as a reference document for the project stakeholders providing them with a description of their roles and responsibilities. The plan includes a description of the tasks and the tools with which the stakeholders will interact so the process can be properly implemented. The goals of the Change Management Plan are to:

- establish a standard process to initiate change requests;
- facilitate management of changes to scope;
- Ensure proper documentation of the change request process; and
- Provide guidelines to manage change related project documentation.

The Change Management Plan will detail all aspects of submitting, evaluating and implementing a change to the scope. The plan will outline the entire process including:

- How a change is submitted to the ChemWare Team
- Documenting the change and justification on the Change Request Form
- Impact analysis of the change including technical, budgetary and schedule considerations
- Analysis of alternate approaches to the topic
- Documentation of the impact cost and schedule considerations
- Communication with the lab, final decision and signoff by both parties

The project plan is refined and updated to reflect the current plan and progress.

4. Managing and Tracking Project Activities

The most important way to manage project activities and overall progress is through communication. This communication starts before the contract is signed. The result is that the expectations for both sides of the implementation team are known well in advance and their progress toward the common goals are monitored and communicated frequently. This commitment to communication gives ChemWare its long history of implementation successes.

5. Communication Plan

Project communication ensures that the PM, team leader, and the rest of the Project Team remain informed throughout the life of the project. It plays a central role in risk management and keeping the project on target. Frequent communication identifies risks, resolves obstacles, and keeps critical paths and assignments in the spotlight. The Project Manager, with the

customer team, establishes a communication plan that determines the frequency, forum and attendees for recurring meetings and information to be distributed and distribution list.

6. Monthly Management Report Template

ChemWare develops, in conjunction with the laboratory, a monthly progress report template which covers progress for the past month and plans/tasks for the future month. In some cases, a table of action items may be included to highlight the responsibilities for the upcoming month.

7. System Administrator Training

This introductory course begins with an overview of general HORIZON concepts, including the function and operation of each online transaction from a user perspective. The system administrator learns how samples progress from prelogin/login through batching, data entry/capture, review/release, and reporting/invoicing. Students learn how the underlying system parameters control the HORIZON operation, focusing on key system events, statuses, and scheduling attributes, all of which are highly customizable. The System Administrator course also addresses the correct approach for testing the parameter settings and releasing new settings from the test system into production. Worksheets are provided to aid in the data collection process used to model test methods and load these parameter values. Upon completion of this course, students are prepared to return to the laboratory and begin gathering workflow information for configuration in LIMS.

8. Template Acode Configuration Approach

Configuring all the necessary Acodes can be an overwhelming task for the LIMS administrator to manage and execute. The process will most likely involve a combination of changing the default Acodes that are delivered with the test configuration and building new Acodes from scratch.

Regardless of the process used for building an Acode, the user must have a thorough understanding of all the different fields and settings that make up an Acode. The best way to do this is for ChemWare to build specific Acodes based on the laboratory rules. These are used as templates for the LIMS administrator to build new Acodes or make changes to existing Acodes. The process is a collaborative effort between the laboratory and ChemWare resources assigned to the implementation. The basic steps involved in Acode configuration include:

- a. **Gathering the specific information that describes the Acodes.**
 - i. In many cases, the ChemWare resource or LIMS administrator building the Acode does not have all the specific information required to build the Acode.
 - ii. The laboratory will complete detailed worksheets that list all the necessary information required to build the Acode.
- b. **Develop Acode templates or examples.**
 - i. The entire set of Acodes required by the laboratory is evaluated and a subset is chosen that ChemWare resources will build.
 - ii. Chemware shall develop at least fifty percent (50%) of Acodes during implementation. These Acodes are fully functional, including all the laboratory specific items such as standards and limits.
- c. **Build remaining Acodes.**
 - i. Once functional examples are completed and delivered, the LIMS Administrator is now tasked to build out the remaining Acodes needed.
 - ii. The ChemWare Project Manager is of course a valuable resource in this effort but the bulk of the configuration effort is completed by customer resources.
- d. **Testing and validation.**
 - i. Testing the Acodes is the most important step in the entire configuration process. This process must be completed by the customer for every Acode that is developed.
 - ii. Pinellas County Team shall complete the initial testing and validation within no more than twenty-two (22) business days of delivered A-codes.
- e. **Training and deployment.**
 - i. Once the Acodes are complete, laboratory specific training materials can be developed and end user training is conducted.

The effort to configure the remaining Acodes varies greatly depending on the changes and types of Acodes required by the laboratory. It is important to understand, the Acode building process is not linear. New Acodes are typically either copied from the examples that ChemWare delivers, or are developed by making changes to the example Acodes provided in the default installation.

PHASE II – LIMS IMPLEMENTATION**1. Test Codes (Analysis Codes)**

In HORIZON, the test codes are referred to as Analysis Codes (or Acodes). The Acode consists of many parts, all of which are defined by the configuration and population of database tables through the HORIZON Rules Engine. Each Acode contains various attributes, including laboratory specific items such as quality control samples, standards, detection limits, control limits, calculations and compound lists.

The HORIZON test system is installed with over 100 different workflows commonly used in labs. And based on EPA approved methods. In most cases, the laboratory uses specific examples (or templates) of Acodes that are built by ChemWare. These examples are fully functional Acodes, which can and are used to report data when the system goes into production.

2. System Administrator Training

This introductory course begins with an overview of general HORIZON concepts, including the function and operation of each online transaction from a user perspective. The system administrator learns how samples progress from prelogin/login through batching, data entry/capture, review/release, and reporting/invoicing. Students learn how the underlying system parameters control the HORIZON operation, focusing on key system events, statuses, and scheduling attributes, all of which are highly customizable. The System Administrator course also addresses the correct approach for testing the parameter settings and releasing new settings from the test system into production. Worksheets are provided to aid in the data collection process used to model test methods and load these parameter values. Upon completion of this course, students are prepared to return to the laboratory and begin gathering workflow information for configuration in LIMS.

3. Advanced System Administrator Training

Advanced System Administrator Training covers applied topics such as HORIZON database structures and data definitions, advanced Rules Engine configuration, user-definable calculations and custom action triggers (CATS), instrument interfacing, API extensions, financials (pricing, quotations, invoicing), QC charts and statistics, subcontractor test setup, advanced scheduling techniques, and general principles of report development. At the conclusion of Advanced System Administrator training, students will be qualified to provide LIMS training to new end- users.

4. Report Writer Training

This course is intended for system administrators and/or power users having a basic familiarity with Microsoft Access, Visual Basic, Crystal Reports and/or other report writing and data querying tools. Additionally, attendees are expected to have participated in the prerequisite System Administrator Training courses and have a working understanding of the database schema and HORIZON Data Layer. This course focuses on the general Web Portal architecture and administration, as well as the various strategies for deploying and managing an enterprise reporting solution.

5. Report Development & Delivery

The reporting task will be a collaborative effort. ChemWare delivers specific reports (to be outlined in the requirements analysis) and provides the laboratory with the tools and training to deliver the remaining required reports. In our experience, having a laboratory resource proficient in writing reports is an essential element to the long-term success of the LIMS.

PHASE III – UNIT & PARALLEL TESTING

Testing and validation is an ongoing process that occurs throughout the implementation. The ChemWare PM works with the laboratory team members to create a LIMS Testing and System Acceptance Plan that satisfies the applicable regulations for your organization. A strong Testing and Acceptance Plan begins with a complete risk analysis to understand what impact the software is having on product quality. As test codes, interfaces and reports are delivered by ChemWare, the laboratory team members need to rigorously test each deliverable and provide timely feedback to ChemWare. This iterative process occurs throughout the implementation and is critical to maintain the overall project schedule. During parallel testing, the laboratory runs samples on the existing system as well as the newly configured HORIZON LIMS. The Parallel phase serves multiple purposes: allows the end-users to become familiar with HORIZON, reveals any deficiencies with the initial configuration, and satisfies many of the validation processes.

PHASE IV - END-USER TRAINING

End-user training is designed to give laboratory users an in-depth understanding of HORIZON functionality, navigation, workflow statuses, general configuration options, and reporting capabilities. Each End-User Training session is configured to meet the specific needs of the customer operation. End users are typically segmented by functional area so that the training can be tailored to the topics that are most important to each group, and to the specific workflow within that functional area. End-User Training is conducted on-site at the laboratory facilities. ChemWare may return onsite for a “refresher” training course after end-users have been using the system in production for a period of time.

PHASE V – FINAL IMPLEMENTATION & PROJECT CLOSE OUT

Final Acceptance Testing is conducted over a predefined period following acceptance of the final Deliverable and prior to cutover. During this period, the software and any ChemWare- provided or modified infrastructure components must meet or exceed all functional and performance requirements identified in the final contract, with no material defects in the software. It is expected that adjustments will be necessary to various system configuration settings (e.g., minor modifications to calculations, reports, workflow, interfaces, etc.) as the system is fine-tuned prior to cutover. These types of adjustments and modifications are part of the expected iterative process of exercising the system.

Following acceptance, HORIZON is put into full production. At this time, the laboratory “goes live” and uses HORIZON to report results for production samples. While this can be a stressful time for the laboratory, you will have ChemWare resources on site to assist you with any ongoing system troubleshooting issues. The ChemWare project manager continues to provide direct support to the laboratory for a period of six (6) months after cutover. After that time, the project team conducts a close-out meeting and formally transitions the laboratory to ChemWare support.

II. PROJECT ROLES AND RESPONSIBILITIES

- I. The ChemWare Project Team shall consist of the Project Manager, Implementation Specialist, and other Support Staff. Chemware shall provide an experienced Project Manager for the duration of the project as follows:

ROLE	ALLOCATION	RESPONSIBILITY
Project Director	As Needed	The Project Director is 100% responsible for the oversight of the project and will coordinate all ChemWare team resources. The Project Director is responsible for all team communications. Project communication ensures that all members of the laboratory and ChemWare project teams remain informed and keep the project on target from start to finish. Frequent communication identifies risks, resolves obstacles, and keeps critical paths in the spotlight. The time required for completing the implementation depends in some part on key strategic decisions made within the laboratory. To mitigate this risk, the Project Director will meet with the laboratory staff to determine jointly how best to utilize the available laboratory resources.
Project Manager	25%	The Project Manager is responsible for managing the day-to day activities of the project and for tracking the completion of all tasks listed in the Implementation Plan. The Project Manager will oversee every task and deliverable for your project, ensuring that the proper resources are allocated and the project remains on schedule and on budget. Periodic reports will be filed with your LIMS Administrator and/or other appropriate personnel, highlighting key milestones achieved during the prior period and summarizing any open issues to be resolved during the next period. The Project Manager will alert the laboratory if there is any indication that your project objectives may not be met, and he has the authority to mobilize additional ChemWare resources, if necessary.
Implementation Specialist	80-100%	The Implementation Specialist is the primary onsite resource for the implementation. The Implementation Specialist is responsible for the interpretation and translation of the laboratory's business rules into the test codes, workflow, rules and related configuration settings required by HORIZON to execute these business rules. The Implementation Specialist will coordinate her efforts with the Project Manager in order to insure that key milestone deliverables are achieved. The Implementation Specialist will also be facilitating the onsite progress meetings and is responsible for delivering ongoing progress reports
Development Team Support	As needed	A Development Team Leader will be assigned to provide support for any custom development. The Development Team Leader oversees all aspects of the software life cycle, ensuring the proper quality processes are in place for custom software releases. The Development Team Leader will manage the daily tasks of all developers, plan and coordinate development projects and provides technical support to implementation team members.
System Integration Support	As needed	The Integration/Support Specialist will be responsible for the software integration portion of the implementation and will serve as a subject matter expert for special integration issues that may arise. Specifically, the Integration/Support Specialist will focus on the integration of the Scientific Data Management module, flexible and functionally complete instrument parsing, automated report delivery and the generation of complex report deliverables if required.
Support	As needed	The Support Specialist will provide Help Desk support throughout the implementation for

Specialist		the laboratory. The Support Specialist will handle remote support requests for the implementation and will serve as the primary support resource when the system goes into full production. The Support Specialist will also conduct System Administration training, log necessary SCRs (Software Change Requests) for product defects or enhancement requests and will support the Project Coordinator as needed.
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2. ChemWare will also utilize County resources to implement HORIZON LIMS as follows:

Pinellas County Core Team		
Role	% Allocation	Responsibility
Project Consultant	20%	Astrix Technologies – Project Oversight
Laboratory Project Manager/Sponsor	30%	Terri Grimes – Daily management of the project
LIMS Database Administrator	80%	Deborah Reed – Technical setup, configuration, testing, reports
BTS DBA	As needed	DBA
BTS Server Support	As needed	Server setup and configuration
BTS Network Support	As needed	Network support and connectivity
BTS Weblogic / Website	As needed	Website setup
Laboratory Subject Matter Experts (Smes)		
Various Lab Staff	As needed	Testing to include Sample Submissions, Worklists, Standard & Reagent Prep, Data Entry, Instrumentation, Approvals, Reporting, Misc Lab Functions, Records, QC, Statistical components
Stakeholders		
Stakeholders are the people that monitor the project from a high level, making sure that the project is progressing as expected. This usually includes the Laboratory Director or Laboratory Manager. These staff members should be informed of general progress and alerted to critical paths in jeopardy or missed deadlines.		
Customer Project Manager		
The Customer Project Manager serves as the laboratory’s internal project manager. He/she coordinates the Project Team by managing individual tasks of the project, resources, budget and risks. In some implementations, the Customer Project Manager may also serve as the System Administrator.		
System Administrator		
The System Administrator(s) configure HORIZON to fit the laboratory’s individual needs. This primarily involves table configuration (defining test codes, limits, etc.) and user configuration. While ChemWare trains the System Administrators, the individual should have basic computer skills and strong communication skills. At minimum, each System Administrator should have the following:		
<ol style="list-style-type: none"> 1. Working knowledge of computer and database applications 2. Working knowledge of laboratory operations 3. Strong written and verbal communication skills Solid troubleshooting skills 		
Information Technology Resource		
The laboratory needs to have an IT professional assigned to the project. The IT resource is tasked with installing workstations and servers, providing maintenance and installing upgrades. For most implementations, this resource is already available to the laboratory staff. For small-scale implementations, this position may need to be outsourced to a local IT provider. This individual needs to be able to:		
<ol style="list-style-type: none"> 1. Maintain the laboratory’s network 2. Maintain the server and individual workstations 3. Install software 		
Install and configure printers, instruments, and other hardware.		
Laboratory Information Resource		
A person with extensive knowledge of the laboratory is vital to the project. You will need one or more good Laboratory Information Resources. These resources are often Lab Managers or Senior Analysts who are familiar with the lab processes, including:		
<ol style="list-style-type: none"> 1. Daily flow of work 2. Sample batching criteria (batching rules, quality control, etc.) 3. Sample analysis information (compounds, procedures, etc.) 4. Reporting specifications 		
Regulatory requirements		

III. PROJECT MILESTONES, TASKS, RESPONSIBILITIES AND TRANSITION PLAN

Project Milestones, Tasks, Responsibilities and the Transition Plan have been incorporated into the attached Gantt Chart at the end of this exhibit.

IV. IMPLEMENTATION WARRANTY PERIOD

1. Contractor shall warrant the System for a period of one hundred eighty (180) calendar days after system acceptance by the Laboratory. During that period, a single support resource, which shall be knowledgeable of the specifics of our system, implementation details, problem history, remedies, is required in order to ensure consistent support.

V. TRAINING PLAN

A formal training schedule can be found on the Gantt Chart and shall be documented as part of the project plan delivered prior to project start. Training to be provided shall include:

1. **System Administrator I Training** -this introductory class explains the function and operation of each online transaction from a user's perspective. The system administrator learns basic HORIZON concepts and how samples flow from start to finish. Demonstration of how the underlying system parameters control HORIZON's operation sheds insight into the system's capabilities. These parameters are configurable by the laboratory. The System Administrator I class also addresses the correct approach for testing the parameter settings and releasing new settings from the test database into the production database. Worksheets are provided to aid in the information gathering process that yields the data to model the methods (test codes) and load these parameter values. Upon completion of the class, the attendee is prepared to return to the laboratory and start configuring the LIMS. Since HORIZON is pre-configured with several hundred EPA, ASTM, NIOSH, and related methods, the initial goal is to retain and modify these particular methods for the laboratory's own use. This is a 3-day training course at onsite.
2. **Advanced System Administrator Training** - provides three (3) additional days of advanced LIMS training, including applied topics such as user-definable calculations and custom action triggers (CATS), instrument interfacing principles, HORIZON database structures and data definitions, advanced control table setup and special condition code features, end-user applications and reports development (using Actuate™, Excel™, and related tools), financials, QC charts, subcontract test setup and advanced scheduling techniques. Two days are committed to HORIZON Data Exchange (HDX), the HORIZON PowerGrid™, and the HORIZON Content Manager (HCM). At the conclusion of this training, attendees will also be qualified to provide LIMS training to new end-users.
3. **Report Writer Training** - intended for system administrators and/or power users with a basic familiarity of Visual Basic and/or other report writing and data querying tools, such as Microsoft Access or Crystal Reports. Additionally, attendees are expected to have participated in the prerequisite System Administrator I and II/III training courses and have a working understanding of the database schema. This course focuses as well on the general Web Portal architecture and administration, as well as the various strategies for deploying and managing an enterprise reporting solution. This course is delivered in two distinct portions. The first part can be delivered by Actuate in general report development principles as part of their public course offerings or online. The first four days of this course can be taken online or at a local Actuate training facility. The final three days of the course will be delivered by ChemWare at CWSC's training facility.
4. **End User Training** -designed to give users an in-depth understanding of the activities HORIZON has been configured to perform. Each End-User Training session is configured to meet the specific needs of the customer. Generally, the course will be segmented by laboratory functional group in order to focus on the transactions and screens that are most applicable to the specific audience. We have included 3-days of on-site end-user training to accommodate laboratory users, laboratory clients, treatment user/administrators, pre-treatment users/administrators, and information support department personnel training. End user training will be broken out by functional group and will focus on tasks and transactions that are specific to each group. User test cases will be supplied. Each user will be able to practice in a test environment.

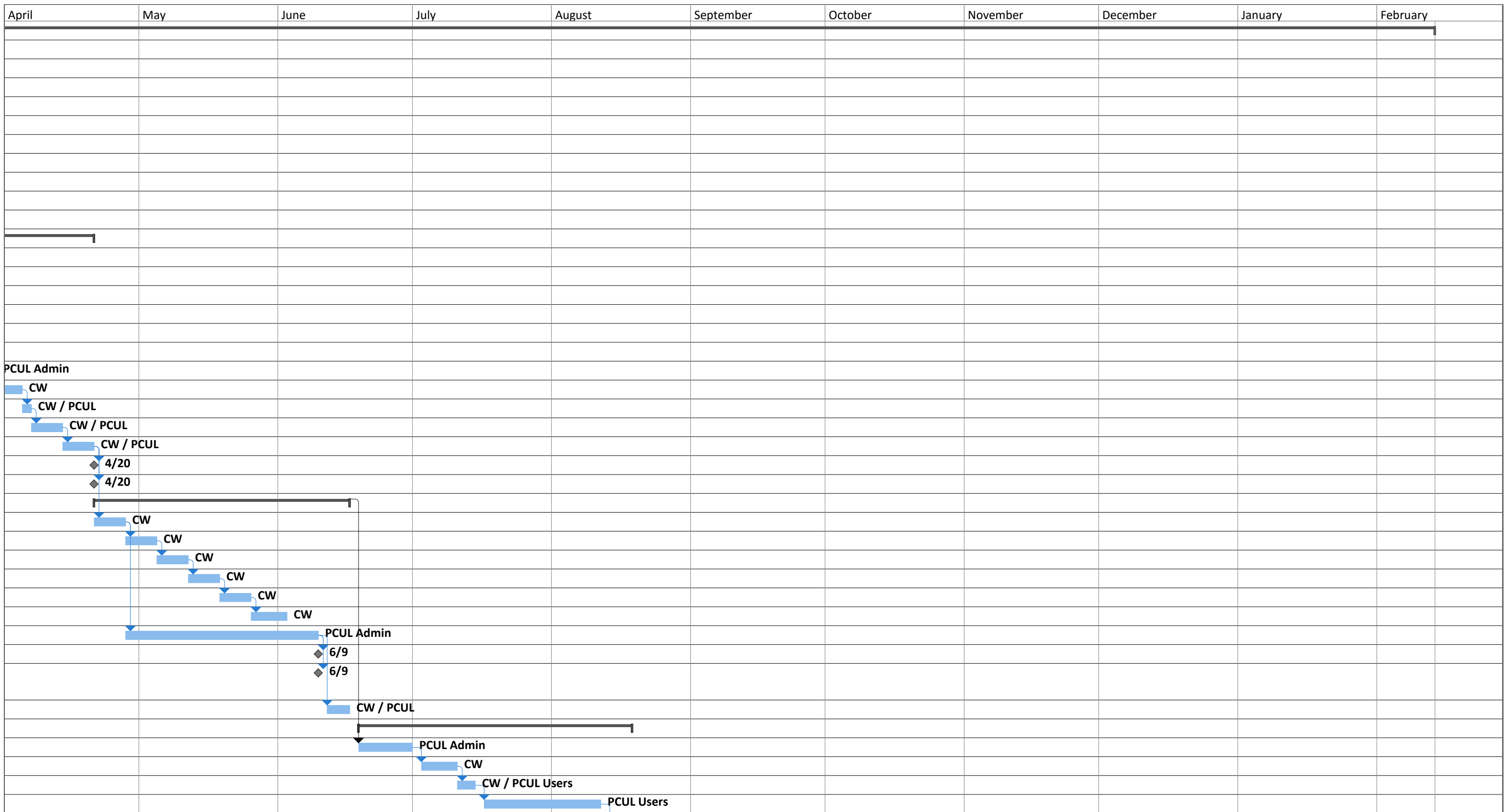
PROJECT GANTT CHART

ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names	November	December	January	February	March	Apr
1	HORIZON LIMS Implementation	315 days	Tue 11/22/16	Tue 2/13/18								
2	Contract Awarded	0 days	Tue 11/22/16	Tue 11/22/16								
3	Project Kickoff Meeting	0 days	Wed 11/30/16	Wed 11/30/16	FS+5 days							
4	Installation and Project Planning	18 days	Thu 12/8/16	Tue 1/3/17								
5	Installation of Software	2 days	Thu 12/8/16	Fri 12/9/16	3FS+5 days	CW						
6	Installation Qualification Document	0 days	Fri 12/9/16	Fri 12/9/16	5	CW						
7	Milestone 1: Installation Complete (4 licenses)	0 days	Fri 12/9/16	Fri 12/9/16	5							
8	Requirements Analysis/Orientation (onsite)	3 days	Mon 12/12/16	Wed 12/14/16		CW / PCUL						
9	Develop Implementation Plan	5 days	Thu 12/15/16	Wed 12/21/16		CW						
10	Review and Approval of Implementation Plan	3 days	Thu 12/22/16	Tue 12/27/16	9	PCUL Mgmt						
11	Revise Project Schedule / WBS	5 days	Wed 12/28/16	Tue 1/3/17	10	CW						
12	Configuration and Training	77 days	Wed 1/4/17	Thu 4/20/17								
13	Static data configuration	2 days	Wed 1/4/17	Thu 1/5/17	11	CW						
14	Model acode configuration	5 days	Fri 1/6/17	Thu 1/12/17	13	CW						
15	Initial workflow configuration	5 days	Fri 1/13/17	Thu 1/19/17	14	CW						
16	System Administrator Training	3 days	Fri 1/20/17	Tue 1/24/17	15	CW / PCUL Admin						
17	Initial Configuration and Training Acceptance	0 days	Tue 1/24/17	Tue 1/24/17	16	PCUL Mgmt						
18	Milestone 2: Initial Configuration & Training Complete	0 days	Tue 1/24/17	Tue 1/24/17	16							
19	Acode configuration (CW 50% of acodes)	40 days	Wed 1/25/17	Tue 3/21/17	16	CW / PCUL Admin						
20	Instrument Interfacing	10 days	Wed 3/22/17	Tue 4/4/17	19	CW						
21	Advanced System Administrator Training	2 days	Wed 4/5/17	Thu 4/6/17	20	CW / PCUL						
22	Finalize acode configuration	5 days	Fri 4/7/17	Thu 4/13/17	21	CW / PCUL						
23	Finalize workflow configuration	5 days	Fri 4/14/17	Thu 4/20/17	22	CW / PCUL						
24	Final Configuration and Training Acceptance	0 days	Thu 4/20/17	Thu 4/20/17	23	PCUL Mgmt						
25	Milestone 3: Final Configuration & Training Complete	0 days	Thu 4/20/17	Thu 4/20/17	23							
26	Customizations and Integrations	40 days	Fri 4/21/17	Fri 6/16/17								
27	Florida ADaPT reporting	5 days	Fri 4/21/17	Thu 4/27/17	23	CW						
28	Florida STORET reporting	5 days	Fri 4/28/17	Thu 5/4/17	27	CW						
29	Florida EZ DMR reporting	5 days	Fri 5/5/17	Thu 5/11/17	28	CW						
30	Florida 62-550 DW reporting	5 days	Fri 5/12/17	Thu 5/18/17	29	CW						
31	IPP Linko Pipe reporting	5 days	Fri 5/19/17	Thu 5/25/17	30	CW						
32	HACH WIMS Integration	5 days	Fri 5/26/17	Fri 6/2/17	31	CW						
33	Report and Integration testing	30 days	Fri 4/28/17	Fri 6/9/17	27	PCUL Admin						
34	Report and Integration Acceptance	0 days	Fri 6/9/17	Fri 6/9/17	33	PCUL Mgmt						
35	Milestone 4: Custom Reporting Complete, Remaining Licenses Installed	0 days	Fri 6/9/17	Fri 6/9/17	33							
36	Advanced Report Writer Training	5 days	Mon 6/12/17	Fri 6/16/17	33	CW / PCUL						
37	Testing and Acceptance	44 days	Mon 6/19/17	Fri 8/18/17								
38	System Testing	10 days	Mon 6/19/17	Fri 6/30/17	26	PCUL Admin						
39	Configuration Assistance	5 days	Mon 7/3/17	Mon 7/10/17	38	CW						
40	End-User Training	4 days	Tue 7/11/17	Fri 7/14/17	39	CW / PCUL Users						
41	User Acceptance Testing	20 days	Mon 7/17/17	Fri 8/11/17	40	PCUL Users						

Project: Pinellas_Schedule_Propo Date: Wed 10/5/16	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			

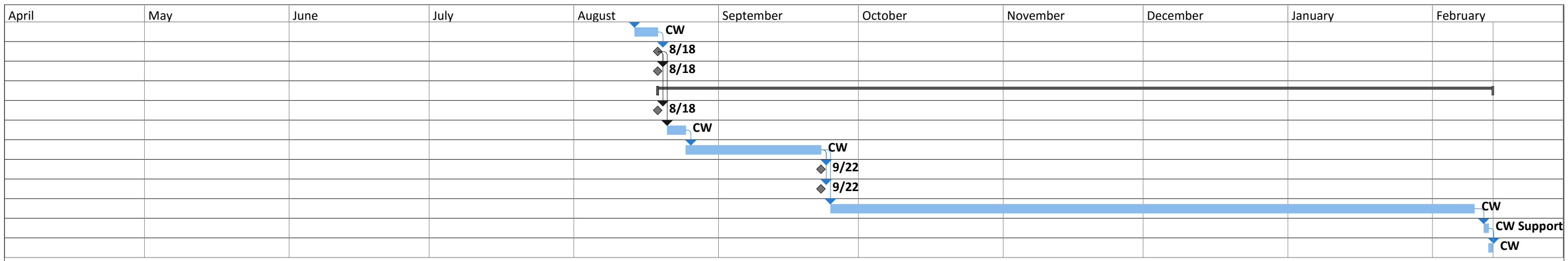
ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names	November	December	January	February	March	Apr
42	Configuration Assistance	5 days	Mon 8/14/17	Fri 8/18/17	41	CW						
43	System Acceptance	0 days	Fri 8/18/17	Fri 8/18/17	42	PCUL Mgmt						
44	Milestone 5: System Acceptance	0 days	Fri 8/18/17	Fri 8/18/17	43							
45	Cutover	126 days	Fri 8/18/17	Tue 2/13/18								
46	Go Live Event	0 days	Fri 8/18/17	Fri 8/18/17	43							
47	Onsite Cutover Assistance	4 days	Mon 8/21/17	Thu 8/24/17	43	CW						
48	Post-Cutover enhanced support (single POC)	20 days	Fri 8/25/17	Fri 9/22/17	47	CW						
49	Go Live Acceptance	0 days	Fri 9/22/17	Fri 9/22/17	48	PCUL Mgmt						
50	Milestone 6: Transition to Support	0 days	Fri 9/22/17	Fri 9/22/17	48							
51	Post-Cutover support (single POC)	100 days	Mon 9/25/17	Fri 2/9/18	48	CW						
52	Transition to standard support	1 day	Mon 2/12/18	Mon 2/12/18	51	CW Support						
53	Project Close Out	1 day	Tue 2/13/18	Tue 2/13/18	52	CW						

Project: Pinellas_Schedule_Propo Date: Wed 10/5/16	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			



Project: Pinellas_Schedule_Propo
Date: Wed 10/5/16

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			



Project: Pinellas_Schedule_Propo
Date: Wed 10/5/16

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			

Project Deliverables	Quantity	Unit of measure	Unit Cost	Total
1. Software Licensing				
a) <i>Production Environment</i>				
Core System Licenses	15	Concurrent	\$6,296.00	\$ 94,440.00
Reporting System Licenses	12	Named Users	\$470.00	\$ 5,640.00
Instrument Integration Licenses	Unlimited	Site	\$23,600.00	\$23,600.00
Statistical Package Licenses	Unlimited	Site		Included
b) <i>Test & Development Environments</i>				
Core System Licenses	2	User		Included
Reporting System Licenses	2	User		Included
Instrument Integration Licenses	2	Instruments		Included
Statistical Package Licenses	2	Users		Included
2. Implementation Services				
Project Management	40	Hours	\$168.00	\$6,720.00
Installation	64	Hours	\$168.00	\$10,752.00
Implementation	392	Hours	\$168.00	\$65,856.00
Integration	120	Hours	\$168.00	\$20,160.00
Reports	120	Hours	\$168.00	\$20,160.00
Training				
• System Administrator I (unlimited students)	24	Hours	\$168.00	Included
• Advanced System Administrator	24	Hours	\$168.00	Included
• Report Writer Training	1	Course / Student	\$6,285.00	Included
• End-User (unlimited students)	24	Hours	\$168.00	Included
Testing				Included
3. Annual Maintenance				
Production Year 1				Included
Production Year 2				\$23,298.00
Production Year 3				\$23,298.00
Production Year 4				\$23,298.00
Production Year 5				\$23,298.00
4. Other Costs				
Travel Not-to-Exceed Lump Sum (<i>paid in accordance with Florida Statute 112.061.</i>)				\$11,550.00
Summary of Project Deliverables				
1. Total Software Licensing				\$123,680.00
2. Total Implementation Services				\$123,648.00
3. Total Annual Maintenance Costs				\$93,192.00
4. Other Costs				\$11,550.00
TOTAL PROJECT COSTS (INCLUDING 5 YEAR MAINTENANCE) NOT TO EXCEED:				\$352,070.00
NOTES:				
*Additional Services refers to work that is not specifically described in this Section or the Statement of Work but is related to the project services, in which event Contractor shall perform such Additional Services on a time and materials basis, at an hourly rate not to exceed \$168.00				
*Unit Price for all software components shall remain fixed for the duration of the initial contract term.				

Software: \$123,680

Services: Project Management & Implementation: \$123,648

Travel (Not-to-Exceed Lump Sum): \$11,550

Total Contract Amount: \$258,878

Note 1: Software payments are billed upon acceptance of deliverable.

Note 2: Project management and implementation services are billed on a monthly basis as delivered.

Project Payments	Software Payment	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Milestone 6	Milestone 7	Milestone 8	Milestone 9
Software Delivery (4 LIMS and Reporting Licenses)	1	\$32,981.33								
Delivery of Instrument Interfaces and remaining licenses	2				\$90,698.67					
Project Management & Implementation Services	Total Amount									
Laboratory Assessment	\$6,720.00	\$6,720.00								
Standard Project Services	\$69,888.00	\$7,765.33	\$7,765.33	\$7,765.33	\$7,765.33	\$7,765.33	\$7,765.33	\$7,765.33	\$7,765.33	\$7,765.33
Reports and EDDs	\$20,160.00						\$20,160.00			
Instrument Interfaces	\$20,160.00				\$20,160.00					
Project Management	\$6,720.00		\$1,680.00			\$1,680.00		\$1,680.00		\$1,680.00
Total Projected Monthly Payment		\$47,466.66	\$9,445.33	\$7,765.33	\$118,624.00	\$9,445.00	\$27,925.33	\$9,445.33	\$7,765.33	\$9,445.33
<i>Total Implementation Amount (travel not included in this amount)</i>										\$247,328.00

EXHIBIT D: INSURANCE REQUIREMENTS

- a) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

EXHIBIT D: INSURANCE REQUIREMENTS

g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity’s name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Pinellas County.
- (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County’s Self-Insured Retentions of whatever nature.
- (6) All policies shall be written on a primary, non-contributory basis.
- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers’ Compensation Insurance

Limit Florida Statutory

Employers’ Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

EXHIBIT D: INSURANCE REQUIREMENTS

- (3) Business Automobile or Trucker’s/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	Each Occurrence or Claim	\$ 1,000,000
	General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (6) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT E: PAYMENT / INVOICES**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, “The Local Government Prompt Payment Act.” Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT F: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT G: CHEMWARE AGREEMENTS

The following ChemWare agreements are part of this exhibit:

1. Software Licenses Agreement
2. Software Maintenance Agreement
3. Technical Services Agreement

HORIZON® LABORATORY INFORMATION MANAGEMENT SYSTEM

This Software License Agreement is incorporated as an Exhibit to the Services Agreement 156-0140-P to which it is attached, and it is inferior to and subject to the terms thereof in the event of a conflict or inconsistency .

PARAGRAPH 1

DEFINITIONS AS USED IN THIS EXHIBIT

1.1. "Software" means the executable code of the HORIZON Laboratory Information Management System Software, together with the executable code for the modules, add-ins, options, special functions, and other ChemWare products identified in Exhibit A under a "HC" or "HO" item designation.

1.2. "Database" means the single central Oracle® database including tables for housing Laboratory Information Management System (LIMS) data established by the Software, together with any Oracle software products identified in Exhibit A under a "OR" item designation.

1.3. "Documentation" means all information provided by ChemWare which describes the installation, operation and use of the Software, in printed or electronic format.

1.4. "Materials" means the Software, Documentation and Database.

1.5. "Oracle" means the Oracle Corporation, located at 500 Oracle Parkway, Redwood Shores, California 94065.

1.6. "Installation Date" means the earliest of the date on which: (a) the Software is delivered to the Customer; or (b) the Software is loaded onto Customer's hardware.

1.7. "Licensed Unit" means the unit of measurement used to define the quantity of Materials licensed to Customer according to the following definitions:

a. "Named User" means any real person authorized by Customer to use the Materials, regardless of whether that person is actively using the Materials at any given time.

b. "Concurrent User" means any real person authorized by Customer to use the Materials simultaneously with other authorized real persons.

c. "Processor" means the CPU in the computer on which the Materials are installed and/or running. In a virtual computing environment, to count as one (1) Processor it must be either dedicated to the Materials or the Materials must be bound to the Processor; otherwise all Processors in the computer must be counted when determining compliance with the license quantity.

d. "Server" means the computer on which the Materials are installed.

e. "Instrument" means the individual analytical instrument, or instrument data system controlling that instrument, as the case may be, on which the Materials are installed.

f. "Workstation" means the individual personal computer on which the Materials are installed.

g. "Device" means the individual hardware, hardware data system, network folder or other medium for data storage.

1.8. "Embedded Software License" means a special Database licensing option limiting the Customer's routine access to the Database to the functions provided through the Software interface.

1.9. "Licensor" means any third party software provider, including Oracle, from which ChemWare has secured the right to sublicense, distribute, integrate, and/or support the provider's product as a module, add-in, option or special function when used in conjunction with the Materials and the terms of this Agreement.

PARAGRAPH 2

LICENSE

2.1. Grant of License. ChemWare grants to Customer and Customer accepts, pursuant to the terms and conditions of this Agreement, nonexclusive, nontransferable license ("License") to use the Materials commencing on the Installation Date and continuing in

perpetuity unless terminated in accordance with the terms herein, with the following restrictions:

a. The Materials may be used only by Customer. Customer may not sublicense, rent, distribute, lease, timeshare or otherwise transfer or assign Customer's rights in the Materials. Customer may not act as a service bureau or provide subscription services using the Materials.

b. Customer may not change, alter, modify, translate, disassemble, decompile or reverse engineer the Materials. If Customer has an Embedded Software License, Customer may not modify the Database data structures except as may be provided through the Software interface.

c. The Materials may be installed and used by no more than the quantity of Licensed Units specified in Exhibit A (as may be amended from time to time). If Licensed Units are based on Concurrent Users or Named Users, authorization for use must be granted by defining unique individual user names and security credentials through the Software interface, which names and credentials may not be shared by other users. A previously authorized Named User may be deactivated and replaced by a new Named User, with no net change in license quantity.

d. Customer may not export or re-export the Materials or any copy, adaptation, or product thereof, directly or indirectly, in violation of any U. S. export law or other applicable regulation, or use the Materials for any purpose prohibited by these laws. The Materials, delivered to U.S. Government end users, are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the Materials shall be subject to the license and license restrictions set forth in this Agreement, and, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software – Restricted Rights (June 1987).

e. Customer may not publish the results of any benchmark tests on the Materials.

f. Customer may not remove or modify any ChemWare or Licensor program markings, copyright notices, trademarks or other notices of proprietary rights in the Materials.

g. All rights not expressly granted are reserved to ChemWare and its Licensors.

2.2. Additional Units and Materials. Any updates or new versions, modules, add-ins, options, customizations or special functions to the Materials provided to Customer by ChemWare shall also become part of the Materials and shall be governed by the terms of this Agreement. Additional Units may be added by an Addendum to Exhibit A, subject to payment of the required fees pursuant to Paragraph 4.

2.3. Copies. Customer shall not make any copies of the Materials except in accordance with the following:

a. The Materials may be copied as part of the standard backup process used by Customer, provided that such copies are used only when restored to the primary production environment and only during the term of the License granted herein.

b. One copy of the Materials may be used on an unlicensed spare (failover) Server provided that (i) such use is exclusively in a failover environment; (ii) use of the failover Server does not extend beyond a total of ten separate days in any given calendar year; and (iii) use of the failover Server in a production environment is discontinued when the primary production Server is repaired or replaced.

c. One copy of the Materials may be installed in development, test and/or training environments, provided that such copy is installed within a tablespace in the same database and on the same Server as the production environment.

d. ChemWare must approve, in advance and in writing, any additional copies, backups or archives Customer wishes to make, which approval may be contingent upon, among other conditions, the licensing rules of Oracle and other Licensors.

PARAGRAPH 3

TERM

This Agreement is effective from the earlier of the date of its execution by the second party or the Installation Date, and shall

continue until such time as it is terminated in accordance with the terms of this Agreement.

PARAGRAPH 4

LICENSE FEES

4.1. Customer agrees to pay ChemWare a license fee (“**License Fee**”) for the License to use the Materials in accordance with the license quantities and payment terms specified in Exhibits A and B, respectively. An additional license fee will be required if Customer adds to the quantity of Licensed Units or acquires licenses for additional modules, add-ins, options, special functions, customizations or other products from ChemWare, and such additional fee is deemed part of the License Fee.

4.2. Unless current on Software Maintenance and Support there will be no rights to new versions, updates, upgrades, or additional or different software or services of any kind.

4.3. All payments shall be made within the United States in U.S. dollars, and shall be nonrefundable.

4.4. Unless the License Fee is paid in full on or before the Installation Date, a temporary license key will be issued to Customer. At such time as Customer has paid the License Fee in full, Customer will be issued a permanent license key allowing access to the Materials. In the event Customer fails to pay the License Fee in full and pursuant to the terms of Exhibit B, the temporary license key will expire, certain functions of the Materials will cease to operate, and ChemWare may proceed with its remedies for breach.

PARAGRAPH 5

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

ChemWare and its Licensors retain all ownership and intellectual property rights in and to the Materials. Customer acknowledges that the Materials and any modifications, copies or derivatives thereof are the sole and exclusive property of ChemWare and its Licensors, regardless of the form or media in which the original or copies may exist. The Software, including its code, logic, design and structure, contains trade secrets which are the sole property of ChemWare, and Customer agrees to secure and protect the Software so that ChemWare’s trade secrets therein are not disclosed to any third parties.

PARAGRAPH 6

CONFIDENTIAL INFORMATION

All information related to the nature and use of the Materials is confidential. Customer will use its best efforts and take all reasonable steps to protect the Materials from unauthorized reproduction, publication, disclosure or distribution. Nothing stated in the documents comprising this Agreement shall limit the parties’ obligations to comply in all respects with Florida’s laws governing public records, including but not limited to the requirements stated in Fla. Stat. 119.0701.

PARAGRAPH 7

LIMITED WARRANTIES

7.1. ChemWare makes the following warranties to Customer with respect to the Materials:

a. For the first sixty (60) days after the Installation Date, if the Software, as delivered (and, if applicable, installed) by ChemWare fails to perform in accordance with the functional specifications in the Documentation, and provided that ChemWare is given written notice of the failure within this warranty period, ChemWare will correct or bypass such error to the extent the error (i) materially affects the user’s ability to use the Software in accordance with the Documentation; and (ii) can be reproduced or recreated by ChemWare under similar conditions and in a commercially reasonable manner. ChemWare shall have no obligation to correct or bypass errors under this warranty which result from: (iii) modification of the Materials by a person other than ChemWare; (iv) errors caused by defects, problems or failures of hardware, software or other components or systems not provided by ChemWare; or (v) introduction of errors caused by the negligence of Customer or other non-ChemWare personnel.

b. If the Materials, as delivered to Customer, are alleged to infringe any registered trademark, registered service mark, copyright

or patent, or to misappropriate any trade secrets of a third party (or if ChemWare otherwise believes the Materials may infringe or misappropriate), ChemWare will make commercially reasonable efforts to either modify the Materials to be noninfringing (while substantially preserving the utility and functionality of the affected portion of the Materials) or obtain a license to continue use.

7.2. Other than the foregoing specific warranties, the Materials are provided “AS IS” and ChemWare makes no warranty, guaranty, condition, covenant or representation, express or implied. All other warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose, noninfringement, timeliness, currency, accuracy or other attributes, or from a course of dealing or usage, are specifically disclaimed. Without limiting the foregoing, ChemWare and its Licensors make no warranty or representation that the operation of the Software or the Database will be uninterrupted or the Materials will be error-free.

PARAGRAPH 8

INDEMNIFICATION

8.1. Subject to the limitations in Paragraph 9.2, ChemWare (or Oracle if the claims relate to the Database) agrees to indemnify and defend Customer with respect to any claim brought against Customer based on alleged infringement by the Materials of the claimant’s intellectual property rights, provided Customer must:

a. Provide written notice to ChemWare not later than fifteen (15) days after Customer receives notice of a claim or suit; and

b. Give ChemWare (or Oracle if the claims relate to the Database) sole control of the defense and any settlement negotiations; and

c. Give ChemWare (or Oracle if the claims relate to the Database) the information, authority and assistance requested to defend against or settle the claim. ChemWare may settle any such claim in any manner it deems appropriate, provided that Customer shall have no obligation to make a payment under any such settlement without its prior consent. Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

8.2. ChemWare (or Oracle, as applicable) shall have no indemnification obligation to Customer other than as set forth in Paragraph 9.1. In clarification but not limitation of the foregoing, neither ChemWare nor Oracle will indemnify Customer if Customer:

a. Makes a claim based upon third party programs or ancillary programs not included in the Materials; or

b. Alters the Materials or uses a version of the Materials which has been superseded, and the infringement claim could have been avoided by using an unaltered current version of the Materials; or

c. Combines the Materials with any other software or hardware not furnished by ChemWare or Oracle; or

d. Uses the Materials outside the scope of use set forth in the Documentation.

PARAGRAPH 9

NOTICES

All notices under this Agreement shall be delivered by hand or by a reputable national overnight courier service, with recipient signature required, and addressed to the recipient’s physical address indicated in the first paragraph of this Agreement, or to such other address as the recipient may designate by providing notice. The notice shall be considered delivered on the day of delivery, as indicated by the signed receipt.

PARAGRAPH 10

ASSIGNMENT

Neither party may assign any right, remedy, obligation, or liability under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that ChemWare may, without the consent of Customer, assign all, but not less than all, of its rights and obligations under this Agreement to a third party purchaser of all or substantially all the assets or equity of ChemWare, or with which ChemWare affects a merger or business combination, provided any such third party agrees in writing to assume

all obligations of ChemWare under this Agreement. ChemWare may require payment of an assignment fee to cover its administrative costs or assignment-related fees that may be required by Oracle or other relevant Licensors. Oracle may deny assignment of the Database for any reason, may require an assignment fee, and may assign its rights and obligations without further notice.

PARAGRAPH 11

FORCE MAJEURE

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, earthquakes, floods, fires, epidemics, riots, labor disputes, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors (a "**Force Majeure Event**"); provided, however, that failure to make payment of the License Fee when due shall never be deemed to be a result of a Force Majeure Event.

PARAGRAPH 12

TERMINATION

12.1. The License granted hereunder shall automatically terminate with the termination of this Agreement.

12.2. In the event of any default of any obligation under this Agreement which remains uncured thirty (30) days after receipt of a written notice identifying in detail the nature of the default and the expectations to cure the default, the non-defaulting party may terminate this Agreement.

12.3. Within ten (10) days after termination of this Agreement, Customer shall discontinue use of the Materials; shall either return to ChemWare the Materials and all copies thereof, or delete or destroy all copies of the Materials; and deliver to ChemWare a written certification as such.

12.4. Upon termination of this Agreement, except termination by Customer as a result of a breach by ChemWare of Paragraph 7.1a or 7.1b, all unpaid License Fees shall immediately become due and payable.

12.5. Notwithstanding Paragraph , no further License Fee payment shall be due in the event of termination of this Agreement pursuant to the terms of Paragraph 8.1 or 8.2, and Customer may recover damages as set forth in Paragraph 8.1 or 8.2, as applicable and as limited thereby.

12.6. Any provision of this Agreement which by its terms imposes continuing obligations, including but not limited to Paragraphs 4, 5, 6, 7, 8, 9, 13, 14 and 15, shall survive the termination of this Agreement.

PARAGRAPH 13

GOVERNING LAW AND ADJUDICATION

13.1. This Agreement is to be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions.

13.2. In the event of a dispute arising under or related to this Agreement, the parties shall first submit the dispute for mediation in Pinellas County, Florida, or in any other place mutually agreed upon by both ChemWare and Customer. The mediator shall be agreed upon by the parties.

PARAGRAPH 14

RELATIONSHIP BETWEEN CHEMWARE AND ORACLE

The parties agree that Oracle is a third party beneficiary of this Agreement. ChemWare is an independent contractor/licensee in all matters relating to its contracts with Oracle. Except for as specifically identified in this Agreement, neither ChemWare nor Oracle has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

PARAGRAPH 15

WAIVER AND SEVERABILITY

15.1. No term of this Agreement shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and

signed by the party giving the waiver or excuse. The failure of either party to exercise in any respect any right provided for in this Agreement shall not be construed as a waiver of any further right under this Agreement, and no waiver shall be a continuing waiver unless specifically so stated in the writing.

15.2. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered, the invalid or unenforceable provision shall be reformed so that each party shall have the obligation to perform reasonably alternatively to give the other party the benefit of the bargain.

PARAGRAPH 16

TAXES

Pinellas County is not subject to certain taxes and will provide documentation as needed. Pinellas County does not agree to pay any amount for taxes which the County does not have an obligation to pay independent of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

ChemWare, LLC

Pinellas County Board of County Commissioners

Signed: 

Signed: _____(SEAL)

Print: Eric Dingfelder

Print: _____

Title: General Manager

Title: _____

Date: 10/19/2016

Date: _____

APPROVED AS TO FORM

By: 
Office of the County Attorney

EXHIBIT A
TO SOFTWARE LICENSE AGREEMENT

A. LICENSED MATERIALS:

The Materials included in this License are itemized in the Licensed Units and quantities described below:

Laboratory Information Management System (LIMS)

HC-002	HORIZON Central-One	Core LIMS, Database	15	Concurrent Users
HC-003	Standalone Test System	HZN LIMS, HRM, DB	2	Named Users

Enterprise Reporting and Business Intelligence (BI)

HO-106	HORIZON Report Manager-Actuate®	Report Writer, Dev Tools	12	Named User
HO-107	HORIZON LabOnline	Web Portal	1	Site

Data Capture and Integration

HO-114	HORIZON Data Exchange	Instrument Data Parsing Tool	1	Site
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Database and Tools

OR-305	Oracle12c® Database, ESL Standard Edition 2	Named Users	1	Processor
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EXHIBIT B
TO SOFTWARE LICENSE AGREEMENT

A. LICENSE FEE: \$123,680.00

The License Fees, payment terms, and related Terms and Conditions are described in the attached Cost Sheet , incorporated in Exhibit B of the Services Agreement.

B. PAYMENT SCHEDULE:

- The entire License Fee shall be paid upon execution of the License Agreement.
- The License Fee shall be paid in accordance with the payment schedule incorporated in Exhibit C of the Services Agreement.

HORIZON® LABORATORY INFORMATION MANAGEMENT SYSTEM

This Standard Software Maintenance Agreement is incorporated as an Exhibit to the Services Agreement 156-0140-P to which it is attached, and it is inferior to and subject to the terms thereof in the event of a conflict or inconsistency.

PARAGRAPH 1

DEFINITIONS AS USED IN THIS EXHIBIT

1.1. "Software" means the executable code of the HORIZON Laboratory Information Management System Software, together with the executable code for the modules, add-ins, options, special functions, and other ChemWare products included in the terms of the License Agreement.

1.2. "Database" means the single central Oracle® database including tables for housing Laboratory Information Management System (LIMS) data established by the Software, together with any other Oracle software products included in the terms of the License Agreement.

1.3. "Documentation" means all information provided by ChemWare which describes the installation, operation and use of the Software, in printed or electronic format.

1.4. "Materials" means the Software, Documentation and Database.

1.5. "Oracle" means the Oracle Corporation, located at 500 Oracle Parkway, Redwood Shores, California 94065.

1.6. "Parser" means an executable program, routine, or other code or method developed by ChemWare to reformat data and generate an output file.

1.7. "Error Correction" means (i) a software modification or addition that, when made or added to the Materials, establishes material conformity of the Materials to the Documentation; (ii) a procedure or routine that, when observed in the regular operation of the Materials, eliminates or bypasses the practical adverse effect on Customer of such nonconformity; or (iii) an update to the Documentation to reflect the intended description of the proper use of the Materials.

1.8. "Updates or Upgrades" means any additional or supplemental releases of the Materials made generally available under this Agreement, and which may include Error Corrections or enhancements to the Materials. The Updates do not include fundamental changes to the graphical user interface technology, supported database or operating system platform, or any additional hardware or software necessary to support such changes.

1.9. "Unsupported Items" shall include but not be limited to the following, whether or not provided by ChemWare: (i) scripts; (ii) Materials or other software beyond the warranty period; (iii) example software (e.g., off-the-shelf reports, calculations, triggers or interfaces) to assist users in extending the Software's functionality; (iv) Parsers for versions of instruments or data sources other than those for which the Parsers were originally developed; (v) Updates other than the most recent Update of the Materials, provided that ChemWare shall continue to support prior Updates for a period of sixty (60) days from the date of the most recent Update; and (vi) hardware.

1.10. "Customer Error" means an error in the functioning of the Materials which results from (i) defects, problems, failures, or use with hardware, software or other components or systems not provided by ChemWare; (ii) use with Unsupported Items; (iii) negligence of Customer or other non-ChemWare personnel; or (iv) modification of the Materials by Customer, including without limitation changes made by Customer to the control tables and computation routines in a manner inconsistent with the Documentation or ChemWare-provided training. Customer Error shall also mean an error resulting from Customer's use of the Materials (v) in a manner that is not within ordinary use of the Materials as described in the Documentation; or (vi) in a computing environment not certified or recommended by ChemWare for use with the Materials.

1.11. "Error" means any error in the Documentation or failure of the Software, as delivered (and, if applicable, installed) by ChemWare, that materially affects the user's ability to use the Software in accordance with the Documentation, to the extent the error or failure is not the result of Customer Error.

1.12. "Normal Working Hours" means the hours between 8:00 A.M. and 6:00 P.M. Customer local time, Monday through Friday, excluding regularly scheduled ChemWare holidays.

PARAGRAPH 2

OBLIGATIONS AND SERVICES

2.1. Customer Obligations.

a. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, operating systems and other hardware and software necessary to operate the Materials in conformance with the Documentation.

b. Customer shall be responsible for installing and implementing the Materials, unless such services are provided by ChemWare pursuant to a separate agreement.

c. Customer shall designate up to three (3) contact persons ("Customer Technical Representatives") for all software support and maintenance communication with ChemWare's designated Technical Support and Project Management points-of-contact, and each Customer Technical Representative shall only be designated as such following successful completion of all ChemWare-recommended training on implementation and use of the Materials.

d. Prior to contacting ChemWare for assistance, the Customer Technical Representative shall use his or her own expertise and careful review of the Documentation to attempt to resolve Customer's questions or issues relating to the Materials.

e. The Customer Technical Representative shall provide ongoing and timely feedback to ChemWare in support of all troubleshooting and resolution activities relating to the Materials. In some cases, this feedback may require the Customer Technical Representative to supply a reproducible test case, database export, documentation (such as screen captures), or remote or on-site access to Customer's software and hardware.

2.2. Covered Services. During Normal Working Hours and throughout the term of this Agreement:

a. ChemWare shall provide to the Customer Technical Representatives telephone and e-mail support related to (i) Error notification and resolution; (ii) questions on functional and operational issues related to the Materials; (iii) configuration of the control tables and results computations; and (iv) installation of new Updates.

b. ChemWare shall adequately staff a call support center with trained, full-time employees capable of rendering the Covered Services.

c. ChemWare shall maintain a technical support request database for tracking the disposition of all technical support requests, software change requests, and related communications and diagnostic information.

d. ChemWare shall be responsible for Error Correction, provided that (i) ChemWare is given written notice of the Error by the Customer during the term of this Agreement; and (ii) the Error can be reproduced or recreated by ChemWare under similar conditions and in a commercially reasonable manner.

e. If the Error affects the use of the Materials in a production environment, ChemWare shall provide Error Correction through a "service pack" or "patch," which may be downloaded from ChemWare's web site, and ChemWare shall include the Error Correction in all subsequent Updates of the Materials.

2.3. Other Services. Any services not specified in Paragraph 2.2 above will be considered "Other Services."

a. Other Services shall include, but not be limited to, (i) correction of Customer Errors; (ii) services provided outside of Normal Working Hours; (iii) assistance with installation of Updates if it is more practical, in ChemWare's sole opinion, to provide the

service at Customer's site; (iv) training; (v) system configuration; (vi) custom programming; (vii) methods customization; (viii) data imports or conversion (such as client and sample results data migration); (ix) control table enhancements; (x) custom interface development; (xi) report customization or development; (xii) consulting or project management services; or (xiii) network, database management or recovery, operating system, hardware or other IT service not specifically identified in Paragraph 2.2 as a Covered Service.

b. Other Services may be provided by ChemWare, at its sole discretion, subject to staff availability and pursuant to the additional payments and terms specified in Paragraph 3, Exhibit A and (if applicable) a separate Technical Services Agreement by and between the parties.

c. If Customer notifies ChemWare of an Error, and after investigation by ChemWare it is determined that the problem is the result of Customer Error, ChemWare reserves the right to bill Customer as an Other Service for all time and expenses accrued in making this determination.

PARAGRAPH 3

FEES AND CHARGES

3.1. Maintenance Fees. Fees for the term of this Agreement shall be as set forth in Exhibit A and shall be due and payable upon execution of this Agreement. Thereafter, Customer may renew this Agreement for up to two (2) additional five (5) year terms upon payment of the annual maintenance fee; provided however, ChemWare hereby reserves the right to adjust annual maintenance fees and make other modifications to this Agreement so long as ChemWare notifies Customer of such changes no later than sixty (60) days prior to the renewal of this Agreement. A renewal notice and quotation shall be sent to Customer at least sixty (60) days before the beginning of each renewal term, followed by an invoice no later than thirty (30) days before the beginning of each renewal term. Full payment shall be due on or before the first day of the renewal support period. Renewal terms shall allow for annual increases not exceed three percent (3%), provided the parties agree in writing in advance to the amount of increase subject to this limit.

3.2. Emergency Support. This Agreement does **not** include support services outside of Normal Business Hours or "on call" 24-hour/365 days support. Any such "Emergency Support" service is considered an Other Service.

3.3. No travel is authorized, nor shall County be obligated to compensate ChemWare for travel or related expenses, unless the County has approved the travel and the amount to be compensated in advance in writing, and any authorized travel is must be in accordance with Fla. Stat. 112.061 and the County Travel Policy. **3.4. Payment Terms.** All payment, invoicing, and dispute resolution shall be in accordance with the Local Government Prompt Payment Act, Fla. Stat. 218.70 et. seq. and County policy established in conformance therewith. Payments are due to ChemWare within forty-five (45) days from receipt of invoice. If payment is not made within forty-five (45) days, Customer agrees to pay interest on all unpaid amounts at the rate of the lesser of one and one-half percent (1.5%) per month or the highest rate allowed under applicable law.

PARAGRAPH 4

PROPRIETARY RIGHTS

4.1. Any Updates or Error Corrections received by Customer shall also become part of the Materials and shall be governed by the terms and conditions of this Agreement and the License Agreement.

4.2. The Materials are and shall remain the sole property of ChemWare and its licensors, regardless of whether Customer, its employees, or contractors shall have contributed to the conception of such work, joined in the effort of its development, or paid ChemWare for the use of the work product. Customer shall take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that ChemWare may reasonably request in order to establish and perfect ChemWare's exclusive ownership rights in such works. Customer shall not assert any right,

title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

PARAGRAPH 5

LIMITED WARRANTIES AND DISCLAIMER OF LIABILITY

5.1. ChemWare shall not be liable for any failure or delay in performance of any obligation under this Agreement if such failure or delay is caused by circumstances not directly or substantially under the control of ChemWare, including without limitation, failures resulting from acts of God, acts of public authorities, fires or other natural disasters, delays of suppliers or carriers, or serious illnesses of key ChemWare personnel.

PARAGRAPH 6

TERM AND TERMINATION

6.1. The initial term of this Agreement shall commence upon Go-live and shall continue for a period of five (5) years. Unless ChemWare provides written notice to the contrary, this Agreement shall automatically terminate at the conclusion of any term if payment for the next consecutive term is not received by ChemWare as specified in Paragraph 3.

6.2. This Agreement may be terminated as follows:

a. This Agreement shall immediately terminate upon the termination of the License Agreement.

b. This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least thirty (30) days' prior written notice is given to the other party.

c. This Agreement may be terminated by either party upon thirty (30) days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6.3. Following termination of this Agreement, ChemWare shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amounts immediately upon receipt of such invoices.

6.4. Termination of this Agreement prior to the expiration of the then-current term specified in Exhibit A, and pursuant to the terms of this Paragraph, shall not obligate ChemWare to refund any amount paid by Customer for this Agreement nor result in any liability, under any theory of law or equity, of ChemWare to Customer, other than to provide Customer with all currently available Updates through the date of termination.

6.5. Provided that the License Agreement remains in effect, then upon termination of this Agreement Customer shall be permitted to continue use of the Materials pursuant to the terms of the License Agreement. If the License Agreement has terminated, Customer shall take such actions with respect to the Materials as required under the License Agreement upon its termination.

6.6. Notwithstanding termination of this Agreement, all obligations related to Proprietary Rights under Paragraph 4, all disclaimers and limitations under Paragraphs 5 and 6.4, and the terms in Paragraphs 7.1, 7.2 and 7.4 shall remain in effect.

6.7. Unless the provisions of this Agreement are changed by ChemWare prior to renewal, the terms of the Agreement may renew for up to two (2) additional five (5) year terms subject to mutual written approval of the parties; in such cases, only the prior term's Exhibit A will be superseded by a revised Exhibit A for the renewal term.

7.1. This Agreement is to be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions.

7.2. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed by the arbitrator so that each party shall have the obligation to perform reasonably

alternatively to give the other party the benefit of the bargain. The remaining provisions shall be enforced to the maximum extent permitted by applicable law.

7.3. Neither party may assign any right, remedy, obligation, or liability under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that ChemWare may, without the consent of Customer, assign all, but not less than all, of its rights and obligations under this Agreement to a third party purchaser of all or substantially all the assets or equity of ChemWare, or with which ChemWare affects a merger or business combination, provided any such third party agrees in writing to assume all obligations of ChemWare under this Agreement.

7.4. 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. Failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of future rights to enforce the same or other provisions of this Agreement.

7.5. Customer shall be entitled to all benefits of the escrow arrangements ChemWare has with its independent software escrow

services provider ("Escrow Agent"), so long as (i) Customer continuously renews this Agreement and pays in full any associated fees for this Agreement; and (ii) is not in material breach of this Agreement or other written contract between ChemWare and Customer. The escrow agreement ChemWare has with its Escrow Agent entitles Customer, with the exceptions described above and with the exception of any third party software not owned and controlled directly by ChemWare, to receive the source code in the event (iii) ChemWare ceases to offer support on the software as a commercial endeavor; (iv) ChemWare has made an assignment for the benefit of creditors; or (v) ChemWare institutes or becomes subject to a liquidation or bankruptcy of any kind. In the event that Customer does access the source code from escrow, the source code may only be used as set forth in the Software License Agreement and the Software Maintenance Agreement, and for no other purpose and to no greater extent. Release of source code from escrow shall not terminate this Agreement nor cause waiver of any of ChemWare's or ChemWare's successor's rights described by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

ChemWare, LLC



Signed: _____
Print: Eric Dingfelder
Title: General Manager
Date: 10/19/2016

Pinellas County Board of County Commissioners

Signed: _____ (SEAL)
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM


By: 
Office of the County Attorney

EXHIBIT A
TO SOFTWARE MAINTENANCE AGREEMENT

A. RESPONSE TIME OBJECTIVES:

Service Level	Severity 1	Severity 2	Severity 3	Severity 4	Severity 5
	Production Systems			General Questions	Enhancements
Description/ Examples	Complete loss of services; application unusable or inaccessible.	Severely impacted use of application with no reasonable workaround.	Moderately impacted use of application with reasonable workaround.	System configuration questions for additional features or new installation.	Enhancement requests or documentation errors.
ChemWare Response	Immediate	1 hour	4 hour response	1 business day	3 business days
Customer Response²	1 hour	Shorter of 4 hours or same business day	1 business day	1 business day	N/A
Escalation	Immediate (Tier 2)	4 hours	1 business day	1 business day	N/A
Resolution	1 hour	Shorter of 4 hours or same business day	3 business days	N/A	Other Service ¹ , if applicable.
Error Correction	Interim patch and next Update, if applicable	Interim patch and next Update, if applicable	Software Update	N/A	Other Service ¹ , if applicable.

B. STANDARD SOFTWARE MAINTENANCE FEES:

The price for this term period, Year 1 starts after Go Live:

- Software maintenance fee for the Software and Documentation, at \$22,264.00
- Software maintenance fee for the Database, at \$1,034.00.

A renewal notice and quotation for fees to renew this Agreement shall be provided to Customer no later than sixty (60) days prior to the expiration of the then-current term. An invoice for renewal fees shall be provided to Customer no later than thirty (30) days prior to expiration, and shall be payable on the date the new agreement commences.

¹See Paragraph 2.3 and Technical Services Agreement for applicable terms and rates.

²Severity categorization will be downgraded if Customer Response is delayed.

HORIZON[®] LABORATORY INFORMATION MANAGEMENT SYSTEM

This Technical Services Agreement is incorporated as an Exhibit to the Services Agreement 156-0140-P to which it is attached, and it is inferior to and subject to the terms thereof in the event of a conflict or inconsistency.

PARAGRAPH 1 SERVICES

1.1. General Description. Subject to the terms of this Agreement, ChemWare agrees to provide certain services related to the installation, implementation, management, customization and use of the HORIZON[®] Laboratory Information Management System (the "Software") licensed to Customer by ChemWare pursuant to a separate license agreement (the "Software License Agreement"). The services to be provided to Customer by ChemWare shall include only those services ("Services") set forth in the services sections (project management and implementation, training and special programming/customization) of the associated ChemWare-issued quotation ("Quotation"), and, if applicable, the Request for Services or Software Change document(s) ("RSSC"), with effective dates as described in Exhibit A and for so long as this Agreement shall remain in effect. The tasks, dependencies, usability criteria and any other related description of Services in the Quotation and, if applicable, the RSSC, shall comprise the "Specifications." Customer acknowledges and agrees that it is responsible for carefully reviewing the Specifications prior to acceptance. Customer further acknowledges that ChemWare shall not be responsible for any additional costs or delays incurred as a result of Customer error, omission, or modification in the Specifications. If there is any conflict between the Quotation, RSSC and this Agreement, the provisions of this Agreement shall control.

1.2. Performance of Services. ChemWare shall perform the Services in accordance with the terms and conditions set forth in the Quotation. Subject to the terms of this Agreement: (a) ChemWare has the sole and exclusive right to control and direct the manner and means by which ChemWare renders the Services, provided that such manner and means meet the Specifications; and (b) ChemWare may perform the duties at any time or pursuant to any schedule, provided that such performance meets any schedules set forth in the Specifications. Notwithstanding the foregoing, ChemWare may, at its option, cancel or reschedule any scheduled Service in case of instructor illness or other unforeseen circumstance beyond ChemWare's direct control. In the event of such cancellation, ChemWare shall make commercially reasonable efforts to reschedule the Service at the Customer's convenience.

1.3. Installation and Testing Services. If the Quotation indicates that ChemWare will provide installation Services, Customer shall, at ChemWare's request, provide a written description of Customer's system architecture, including but not limited to hardware and network configuration. ChemWare shall coordinate with Customer on timing, and at the agreed-upon time shall install the Software onto the hardware at such time as ChemWare has received: (a) the hardware shipped to ChemWare, or (b) notification from Customer that all necessary hardware described in the Specifications is installed on the Customer's network and ready for the installation of the Software.

1.4. System Configuration Services. If the Quotation indicates that ChemWare will provide system configuration Services, Customer shall provide ChemWare with all requested documentation and input necessary for ChemWare to commence configuration Services.

1.5. Training Services. If the Quotation indicates that ChemWare will provide training Services, ChemWare shall provide such training and instruction at a mutually agreed upon time. Unless otherwise agreed by the parties with respect to a specific training session, all training shall be scheduled for and take place between the hours of 8:00 am and 6:00 pm local time. Unless

authorized in writing by ChemWare, training Services may not be attended by third party persons, entities or personnel, including but not limited to Customer's contractors or consultants.

1.6. Customization/Special Programming Services. If the Quotation indicates that ChemWare will provide any customization or special programming Services, a RSSC must be prepared by ChemWare, and reviewed and signed by Customer, prior to commencing Services. If the Quotation indicates that ChemWare will provide data export or migration Services, Customer shall provide ChemWare with: (a) the data files to be migrated, in a format required by ChemWare; and (b) a description of the third party software on which the Customer applications and files are currently running, which may include an entity relationship diagram. Customer shall pay the full cost of obtaining and installing the data and information, including any costs of reruns or reinstallation if the data or the media on which it has been provided are in any way defective. Customer is responsible for keeping a backup of all data and information files that allow for the recreation of the data and information files in the event that those provided to ChemWare are lost or destroyed.

PARAGRAPH 2 CUSTOMER OBLIGATIONS

2. Customer shall provide the information and services set forth below. Any failure to meet such obligations in the time period set forth shall be a material breach of this Agreement by Customer.

2.1. Customer Information Delivery. Prior to the commencement of Services, Customer shall provide ChemWare with the information identified in the Specifications. In addition, Customer shall make good faith efforts to promptly provide ChemWare with all additional information requested by ChemWare and necessary for the provision of Services.

2.2. Availability of Human Resources. Customer hereby acknowledges and agrees that it may be necessary for certain of its staff, vendors and/or consultants ("key contacts") to interact with ChemWare in order for ChemWare to perform the Services. Therefore, within one (1) week following a request by ChemWare that certain key contacts be made available on specified dates/times to participate in interactions with ChemWare, and provided that Customer shall be under no obligation to make former employees or former consultants so available, Customer shall: (a) make such key contacts available to ChemWare on the dates/times specified; or (b) provide qualified and suitable replacements for key contacts on the dates/times specified; or (c) provide ChemWare with alternative dates/times that such key contacts will be available. Should Customer fail to meet its obligations with respect to this Paragraph 2.2, ChemWare shall have the right to cancel and reschedule the Services with no liability of any kind, and Customer shall be subject to a Cancellation Payment pursuant to Paragraph 5.2.

2.3. Third Party Software. Customer shall provide ChemWare with any software required for the performance of the Services together with a license to use such software, which software shall be returned to Customer upon completion or termination of the Services.

2.4. Working Facilities. Customer shall be responsible, at its own expense, for preparing its location/facilities for the Services, including but not limited to any modifications necessary to make the Customer location comply with any utility, climate control, communication interface or other specifications. Customer shall provide, at no cost to ChemWare, access to suitable office space with electrical connection and scanner/photocopier capabilities if such facilities are reasonably required to perform the Services. If performance of Services reasonably requires access to Customer facilities during non-business hours, Customer shall provide ChemWare such access. In addition, Customer shall provide access to or use of its records or documents as well as of its computer equipment, as are reasonably required for the performance of the Services. In connection with any disclosure, ChemWare agrees to

execute in advance any necessary confidentiality agreement and to comply with all state and federal privacy regulations.

PARAGRAPH 3

ACCEPTANCE OF DELIVERABLES AND SERVICES

3. ChemWare shall notify Customer at such time as any service, milestone or other distinct portion of the Services provided under this Agreement (“Deliverable”) has been delivered. Unless otherwise set forth in the Specifications, Customer shall then have ten (10) business days to either accept or reject the Deliverable; provided however, that: (a) Customer must accept the Deliverable if it conforms in all material respects with the Specifications; and (b) if Customer fails to notify ChemWare of its rejection of the Deliverable, or the parties do not mutually agree in writing to extend the time for acceptance/rejection, the Deliverable shall be deemed accepted. Should Customer reject the Deliverable for nonconformance with the Specifications, ChemWare shall have ten (10) business days to deliver a corrected Deliverable to Customer, and Customer shall then have an additional ten (10) business days to accept/reject the corrected portion of the Deliverable. This process shall continue until the Deliverable is accepted or the Agreement terminated pursuant to Paragraph 6.1. If ChemWare is unable to provide Customer with a Deliverable that materially complies with the Specifications, ChemWare will refund the portion of the Services fees paid with respect to the nonconforming Deliverable, but shall be under no obligation to refund any portion of fees paid pursuant to other Services for, or agreements with, Customer, including but not limited to the Software License Agreement. Following acceptance of the Deliverable, the Warranty shall be in effect, during which Customer shall have an additional sixty (60) days to report any material non-conformance with Specifications for the Deliverable, pursuant to Paragraph 8.1.

PARAGRAPH 4

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

4.1. **Software.** Customer acknowledges that any software code produced by ChemWare pursuant to this Agreement, whether in source, object or executable (human or machine-readable) form, regardless of whether it is compiled, and including without limitation all code for objects, algorithms, routines and utilities, and all documentation, regardless of the media on which it exists, is owned, and the copyright and trade secrets for such software, all interfaces to third party software, all patents rights and all right, title and interest associated with any ideas, concepts, techniques, inventions, processes, or works of authorship related to any modifications to the Software, including but not limited to all copyrights, patents, trade secrets, or other intellectual property rights, that are not physically incorporated in such modifications to the Software, shall be owned solely by ChemWare. Such ownership shall exist regardless of whether Customer’s employees or contractors shall have contributed to the idea or conception of any part of the modification. Customer agrees to execute any documents that may become necessary to evidence such ownership. Any use of software code produced by ChemWare pursuant to this Agreement shall be governed by the terms and conditions of the Software License Agreement.

4.2. **Training Materials.** To the extent that ChemWare may prepare, create, customize or deliver any training services materials, all right, title and interest in and to the materials, including but not limited to the underlying intellectual property rights, shall be owned by ChemWare.

4.3. **Skills.** Customer recognizes that ChemWare may develop certain analytical skills, prepare certain analyses, develop or discover certain trade secrets and acquire certain general knowledge in the course of performing the Services under this Agreement (the “Intellectual Property”). Customer agrees that ChemWare is the owner of this Intellectual Property, including without limitation each and every invention, creation, discovery, improvement, design, or process made or discovered by ChemWare employees or subcontractors while working for Customer under

this Agreement. ChemWare may use or disclose the Intellectual Property on behalf of or to any party, at the sole discretion of ChemWare, without any liability to Customer, provided such use or disclosure does not violate the confidentiality requirements of Paragraph 7 of this Agreement. Customer further agrees that it has no right to use or disclose this Intellectual Property, except to the extent that it is part of the reports, documents, training materials, memoranda or other deliverables prepared by ChemWare pursuant to this Agreement or as otherwise authorized in writing by ChemWare.

PARAGRAPH 5

FEES AND CHARGES

5.1. **Fees.** All Services shall be billed according to the rates and terms described in Exhibit A. ChemWare does not currently bill for travel time to and from Customer’s site

5.2. **Cancellation Payment.** Customer shall be obligated to pay the full amount that would have been due upon completion of any scheduled Service, if Customer: (i) cancels with less than one week’s prior written notice, (ii) fails to show, or (iii) is otherwise unprepared to receive such Service. Customer shall have no obligation to pay for a cancelled Service if written notice is provided to ChemWare at least one week prior to the scheduled start date of the Service. Except for ChemWare’s cancellation of a Service pursuant to Paragraph 2.2, Customer shall be under no obligation to pay ChemWare should ChemWare cancel a scheduled Service.

5.3 No travel is authorized, nor shall County be obligated to compensate ChemWare for travel or related expenses, unless the County has approved the travel and the amount to be compensated in advance in writing, and any authorized travel must be in accordance with Fla. Stat. 112.061 and the County Travel Policy.

5.4. **Payment Terms.** All invoicing, payment, and dispute resolution shall be in accordance with the Local Government Prompt Payment Act, Fla. Stat. 218.70 et. seq. and County policy established in conformance therewith. ChemWare will submit an invoice to Customer immediately following completion of each Service, covering the charges accrued pursuant to Paragraphs 5.1, 5.2 and 5.3 Payments are due to ChemWare within forty-five (45) days from receipt of invoice. If payment is not made within forty-five (45) days, Customer agrees to pay interest on all unpaid amounts at the rate of the lesser of one and one-half percent (1.5%) per month or the highest rate allowed under applicable law. ChemWare may suspend all Services, without prior notice, at any time that payments for charges are late, and ChemWare shall have no liability related to such suspension.

PARAGRAPH 6

TERMINATION

The term of this Agreement shall continue until Services are completed, unless terminated earlier as provided below.

6.1. **Termination for Cause.** If either party materially defaults in the performance of any of its duties or obligations under this Agreement (except for a default in payments to ChemWare), which default is not substantially cured within thirty (30) days after written notice is given to the defaulting party specifying the default, or, with respect to those defaults which are capable of being cured within a reasonable period of time but which cannot reasonably be cured within thirty (30) days, if the defaulting party fails to proceed within thirty (30) days to commence curing said default and to proceed with all due diligence substantially to cure the default, then the party not in default may, by giving written notice of termination to the defaulting party, terminate this Agreement.

6.2. **Termination for Nonpayment.** If Customer defaults in the payment when due of any amount due to ChemWare and does not, within ten (10) working days of being given written notice, cure such default, then ChemWare may, by giving written notice to Customer, terminate this Agreement.

6.3. Termination for Other Reasons. Customer may terminate this Agreement at any time and without cause upon thirty (30) days prior written notice.

6.4. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, ChemWare shall be paid for all Services performed or expenses incurred or obligated prior to the effective date of termination, including without limitation for all Services or portions of Services actually performed, all Services terminated without adequate notice, and all expenses incurred and not previously invoiced. Termination of this Agreement shall result in cancellation of all then-scheduled Services, as well as termination of all Services that may then be underway. Termination of this Agreement shall in no way impact the rights and obligations set forth in the Software License Agreement. Any provision of this Agreement, which by its terms imposes continuing obligations on the parties, shall survive the expiration or termination of this Agreement, including without limitation Paragraphs 2.4, 4, 5.4, 6.4, 7, 8 and 14.

PARAGRAPH 7

CONFIDENTIAL INFORMATION

7.1. Definition. Each of the parties recognizes that during the term of this Agreement it may receive from the other party information that may be confidential (“**Confidential Information**”). For the purpose of this Paragraph, the party receiving the Confidential Information shall be referred to as the “**Receiving Party**” and the party disclosing the Confidential information shall be referred to as the “**Disclosing Party**.” No information shall be considered as Confidential Information, however, unless it is provided in writing and the writing is clearly marked as “**Confidential**”. It is understood, however, that no information shall be considered as Confidential Information, regardless of its having been marked as such, if: (i) it was in the public domain at the time of disclosure to Receiving Party; or (ii) it entered the public domain through no fault of Receiving Party; or (iii) it was in Receiving Party’s possession free of any obligation of confidence at the time of Disclosing Party’s disclosure to Receiving Party; or (iv) it was rightfully communicated by a third party to Receiving Party free of any obligation of confidence subsequent to the time of Customer’s disclosure to ChemWare; or (v) it was communicated by Customer to a third party free of any obligation of confidence; or (vi) it is developed by employees or agents of ChemWare independently of and without reference to any of Customer’s Confidential Information.

7.2. Restrictions on Use. With respect to any information delivered and marked as Confidential, ChemWare agrees that it shall: (i) accord to such Confidential Information at least the same level of protection against unauthorized use or disclosure that it customarily accords its own Confidential Information; (ii) use or permit use of the Confidential Information solely and exclusively in carrying out its obligations under this Agreement; provided however such information may be disclosed pursuant to a court order; and (iii) return or destroy all copies of the Confidential Information upon Customer’s request.

7.3 Public Records. Nothing stated in the documents comprising this Agreement shall limit the parties’ obligations to comply in all respects with Florida’s laws governing public records, including but not limited to the requirements stated in Fla. Stat. 119.0701.

PARAGRAPH 8

LIMITED WARRANTIES

8.1. Warranty by ChemWare. ChemWare warrants that for a period of sixty (60) days after delivery of any Deliverable pursuant to this Agreement, the Deliverable shall conform in all material respects to the Specifications. EXCEPT AS PROVIDED IN THIS PARAGRAPH 8.1, CHEMWARE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, THE SERVICES,

DELIVERABLES, REPORTS, ANALYSES, DOCUMENTS, MEMORANDA, SOFTWARE, ON-LINE WORKS OR OTHER MATTERS PRODUCED OR PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY WARRANTY PROVIDED HEREUNDER APPLY TO THE FUNCTIONALITY OF THE SOFTWARE. ALL WARRANTIES RELATED TO THE SOFTWARE SHALL BE AS SET FORTH IN THE SOFTWARE LICENSE AGREEMENT. The stated express warranties are in lieu of all obligations or liabilities on the part of ChemWare arising out of or in connection with the performance of this Agreement.

8.2. Warranty by Customer. Customer warrants that it owns all right, title, and interest in all data and information, and any specifications, design requirements, or other information furnished by Customer to ChemWare in connection with ChemWare’s performance of the Services, or to the extent that Customer does not have such ownership rights Customer warrants it shall have obtained all rights required for ChemWare to make use of the data and information, prior to providing such other data and information to ChemWare.

PARAGRAPH 9

RELATIONSHIP OF PARTIES

It is understood and agreed that each of the parties to this Agreement is an independent entity or contractor, and that neither party is, nor shall it be considered to be an agent or representative of the other for any purpose. Nothing in this Agreement is intended to nor shall be deemed to constitute a partnership or joint venture between the parties. Nothing shall operate to change or alter the status between the parties except a further agreement in writing between the parties that specifically addresses this issue.

PARAGRAPH 10

FORCE MAJEURE

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, earthquakes, floods, fires, epidemics, riots, labor disputes, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party’s employees, agents or contractors (a “**Force Majeure Event**”); provided, however, that failure to make payment of the License Fee when due shall never be deemed to be a result of a Force Majeure Event.

PARAGRAPH 11

SEVERABILITY

In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed by the arbitrator so that each party shall have the obligation to perform reasonably alternatively to give the other party the benefit of the bargain. The remaining provisions shall be enforced to the maximum extent permitted by applicable law.

PARAGRAPH 12

ASSIGNMENT

Neither party may assign any right, remedy, obligation, or liability under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that ChemWare may, without the consent of Customer, assign all, but not less than all, of its rights and obligations under this Agreement to a third party purchaser of all or substantially all the assets or equity of ChemWare, or with which ChemWare affects a merger or business combination, provided any such third party agrees in writing to assume all obligations of ChemWare under this Agreement.

PARAGRAPH 13

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. Failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of future rights to enforce the same or other provisions of this Agreement.

PARAGRAPH 14

GOVERNING LAW

This Agreement is to be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. In the event of a dispute arising under or related to this Agreement, the parties shall first submit the dispute for mediation in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

ChemWare, LLC.



Signed: _____
Print: Eric Dingfelder
Title: General Manager
Date: 10/19/2016

Pinellas County Board of County Commissioners

Signed: _____ (SEAL)
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM

By: 
Office of the County Attorney

EXHIBIT A
TO TECHNICAL SERVICES AGREEMENT

A. EFFECTIVE DATE OF SERVICES:

All Services described in a ChemWare proposal or quotation associated with the initial purchase of the HORIZON[®] Laboratory Information Management System shall be governed by the terms of this Agreement unless terminated pursuant to the terms of Paragraph 6. The Rate Schedule in Paragraph B may be amended with at least thirty (30) days' written notice to Customer for Services requested after twelve (12) months from the later of the date of this Agreement or Date of Installation (as defined in the Software License Agreement).

B. RATE SCHEDULE:

Rates for Services vary depending on the level of expertise required, the location (at Customer site or at ChemWare), whether the request is made during normal working hours, and whether the scope of work is well-defined and able to be scheduled in advance over a block of time (as is the case for Services described by an RSSC). Normal working hours are 8am – 6pm local time, Monday-Friday, except on ChemWare holidays. All rates are billable in ½ hour increments, and are exclusive of any travel expenses or applicable sales or use taxes, which will be computed and billed separately in accordance with the terms of the agreement. Travel time to and from Customer site is not billable.

Type and Location of Service		Scheduled in Advance ¹	Unscheduled Services	Emergency Support ²	On Call Support ³
		<ul style="list-style-type: none"> ▪ Fixed SOW ▪ Not-to-Exceed Quote 	<ul style="list-style-type: none"> ▪ Variable SOW ▪ Hourly/Daily Rate 	<ul style="list-style-type: none"> ▪ Variable SOW ▪ Hourly/Daily Rate 	<ul style="list-style-type: none"> ▪ Variable SOW ▪ Hourly/Daily Rate
		Normal Working Hours		After Hours	
Professional Services	General Services	\$168/hour (\$1,344/day)	\$187/hour (\$1,496/day)	\$380/hour 4 hour minimum charge ⁴	\$380/hour 4 hour minimum charge ⁴

¹About 95% of all Other Service requests fall into this category (rates in bold), the majority of which are characterized as General Services.

²Based on resource availability. For “on call” emergency support, refer to Paragraph C.

³Must be established in advance through pre-approved credit card or purchase order. Refer to Paragraph C.

⁴Minimum charge of 16 hours for onsite services

General Services Level: Project Managers, Customer Support, Programmers

- Software Installation and Testing
- Custom Programming
- Methods Customization and Control Table Enhancements
- System Configuration Assistance
- Data Migration/Conversion
- Introductory Training

Advanced Services Level: Sr. Project Managers, Sr. Programmers, Developers, Certified Specialists/Engineers, Managers/Executives

- LIMS/Automation Needs Analysis
- Oracle Troubleshooting and Tuning
- Systems Consulting or Business Process Analysis
- Intermediate and Advanced Training
- Assistance with Hardware, Network, Printers, Operating Systems, Communications Systems

C. “ON CALL” EMERGENCY SUPPORT OPTION AVAILABILITY:

“On Call” Emergency Support Option has not been established.

“On Call” Emergency Support Option has been established; see Rate Schedule in Paragraph B. Customer has been provided access to emergency cell phone/pager number for 24x7x365 technical support on emergencies involving the warranted Materials (as defined in the Software Maintenance Agreement). Services on “Unsupported Items” may be made available on a “best effort” (unwarranted) basis. **Note: This service level option automatically terminates in the event sufficient funds are not available to cover the cost of the emergency service(s) requested.**