SAMPLE MASTER®

LABORATORY INFORMATION MANAGEMENT SYSTEM

Proposal for Sweetwater Authority Water Quality Laboratory

Prepared for Justin Brazil, Director of Water Quality

5/19/2023

Accelerated Technology
LABORATORIES LLC

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1. Introductory Letter

May 19, 2023

Justin Brazil, Director of Water Quality
Sweetwater Authority
100 Lakeview Ave.
Spring Valley, CA 91977

Reference: Request for Proposals for a Water Quality Laboratory Information Management System (LIMS)

Dear Mr. Brazil:

Accelerated Technology Laboratories (ATL) is pleased to present Sweetwater Authority with our proposal for a Laboratory Information Management System (LIMS).

ATL was founded in 1994 in the Silicon Valley and has continually develop our LIMS solutions to meet the needs of our customers through an understanding of organizational requirements, industry knowledge, and continued investment in research and development.

ATL's flagship product, Sample Master®, is designed to meet most needs right out of the box, with a modularity that adapts as organizations grow or change. Sample Master® is installed in over 600 clients' facilities globally, helping companies stay competitive through increased efficiency, regulatory compliance, and improved data quality and customer satisfaction. Additionally, Sample Master® supports compliance with TNI/NELAC, ISO, EPA and other regulatory organizations.

Key features that support Sweetwater Authority's requirements include:

- Feature-rich sample management functionality, extremely flexible and user-friendly
- Configurable workflows, and dashboards for monitoring key performance indicators
- Integrated QA/QC functionality, including calculations, control charting and trending
- Easy access and retrieval of data and results for timely reporting
- Integration with existing business systems and instrumentation
- Powerful reporting functionality for regulatory compliance with 60+ modifiable reports included
- ExcelExpress, a new, user-friendly Microsoft Excel add-in tool

ATL's outstanding customer service, comprehensive training programs, and responsive, live technical support back every investment.

This proposal addresses the specific attributes and performance criteria that are provided in the Sweetwater Authority RFP document. All addenda and written questions, the answers and any clarifications to this RFP have been received by ATL. ATL's proposal shall remain valid for 90 days after the closing date of the receipt of the proposals.

For questions or additional information, please reach out to your Sales Account Manager:
  Richard Danielson, PhD
  Phone: 910.673.8165 Ext. 3257 / Email: rdanielson@atlab.com

Thank you,

Christine Paszko, MT, ASCP PhD
CEO
Accelerated Technology Laboratories

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1. Describe firm's basic understanding of the Authority's requested LIMS Project and provide a statement regarding the qualifications of the firm.

ATL understands the Sweetwater Authority (Authority) Water Quality Laboratory (WQL) performs process monitoring and jar testing to support the operation of the Authority's three drinking water treatment facilities. These services are critical to the Authority's operations, and they require a modern, user-friendly LIMS solution to support their organization. The Sweetwater Authority has identified their key requirements for a new LIMS solution in their RFP.

Based on these requirements, ATL is proposing Sample Master® Workstation as a complete laboratory information management solution that will automate the laboratory, streamline business processes and improve productivity to meet the needs of the Sweetwater Authority WQL. Sample Master® LIMS will track, manage, and report samples processed at the WQL and subcontract laboratories and Sample Master® supports achievement and/or maintenance of regulatory certification, including ISO 17025, TNI/NELAC, A2LA, EPA, ELAP, NELAP, GLP, etc.

ATL believes this solution will support the Authority's s needs today, and provide functionality that may be desired in the future as the laboratory continues to grow.

Sample Master® offers peace of mind in managing your laboratory by maximizing your resources, operational efficiency, and profitability. Sample Master® provides an intuitive user interface and advanced features like the Master Query, powerful scheduling, integrated calculations, configurable captions, automated alerts, reporting, mobile sample login and more.

ATL engineers will implement Sample Master® LIMS with the following modules and enhancements:

- Sample Tracking Module
- Data Entry Module
- Sample Scheduling Module
- QA/QC Module
- Electronic Data Transfer Module
- Chemical and Reagent Inventory Module
- LIMS Maintenance Module
- Test/Dev Environment + Licenses

LIMS Enhancement Tools:
- ExcelExpress Annual Subscription
- DB Audit and Security 360

Developing Sweetwater Authority WQL's LIMS Solution

As the Sweetwater Authority WQL moves forward with the purchase of a new LIMS, ATL understands there are several key considerations:

1. Standardizing and improving data storage and retrieval.
2. Management of sample tracking across multiple laboratories/departments with complex workflows.
3. Transitioning from paper/Excel into an automated LIMS solution.
4. Achievement and/or maintenance of regulatory certification, including ISO 17025, TNI/NELAC, EPA, ELAP, NELAP, GLP, etc.

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Benefits of Sample Master® for Sweetwater Authority WQL:

Sample Master® is designed with technology and features that provide a complete LIMS solution, resulting in the following benefits for the WQL:

- ✓ Easily manage the laboratory workflow with the Sample Tracking module. Automate sample login, generate barcode labels, create quotes and convert to orders. Create invoices that can be electronically exported to numerous accounting packages such as QuickBooks and Peachtree. Generate a series of reports, including Chain of Custody, login report, and sample conditions. Scan supporting documentation or attach files to an order (PDF, Word, Excel, etc.) Create, maintain, and email worklists for laboratory staff.

- ✓ Maximize resources with the Data Entry module. Data can be received from analysts or instruments. Enter, approve and report results with peer review. LIMS Administrators can restrict access to users that require specific functions and assign various levels of permissions. Create QC batches, run trend analysis, track GIS (Geographic Information System) coordinates, configure unit conversions, sig figs, and decimals.

- ✓ Improve operational efficiency and organization with the Sample Scheduling module. Automatically pre-log samples for routine collection based on pre-defined projects configurable frequency with ability to reschedule holidays. View and print calendar with scheduled collections by month for a customer, project and/or test. Prepare sample collection kits in advance, with routing sheets, labeled bottles, and email alerts for the field collection team.

- ✓ Meet regulatory and business Quality Control/Quality Assurance requirements. Graph results and create control charts. Configure QC sample types (QC, matrix spikes, blanks, duplicates, surrogates, matrix spike duplicates). Manually enter control limits or calculate from historical limits. Use the Master Query to select data to report or graph (test, sample number, method, site, analyst).

- ✓ Enhance productivity with the Electronic Data Transfer module. Schedule tasks such as data exports to other systems (such as accounting systems, SCADA, SAP, etc.), user functions, XML exports (EDDs) as well as bi-directional instrument interfaces. Export/import formats include TXT, XLS, XML, ASCII and CSV.

- ✓ Reduce costs and facilitate timelier, better purchasing decisions with the Chemical Inventory module. Track supplies and vendors to assign prices and expiration dates, monitor lot numbers. Automate back office information to improve purchasing decision making. Set email alerts to reorder supplies approaching expiration date or reaching critical limits.

- ✓ Promote better communication across the organization and with customers with enhanced Reporting capability. Ad-hoc and automatic reporting capabilities for samples, projects and management summaries with direct printing of reports to a user selectable printer, fax or email. Modify any of the dozens of reports included to meet your needs or create an unlimited number of reports. Create Electronic Data Deliverables (EDDs) without programming.

- ✓ Easy to implement and learn. Sample Master® offers a flexible, configurable approach tailored to each laboratory's specific business needs and downstream operations. This approach translates into a lower total cost of ownership and expeditious deployment.

- ✓ Tools specifically for the Water/Wastewater industry. Capability to interface with SCADA, ERSI, Operator 10, LINKO, WIMS and more. NELAP/ISO/EPA features to facilitate compliance. Audit trail, ExcelExpress, BOD Calculator, MPN function, MDL, SDWIS, NPDES-DMR Reporting Package, common test methods and calculations pre-loaded, field sample collection with iMobile and more!

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The Authority WQL desires LIMS capabilities/organization in the following areas:

• Traceability, Data Entry and Integrity

Sample Master® is a state-of-the-art LIMS that automates the process of ensuring data integrity. Sample Master® tracks all the steps of the sample throughout its lifecycle. It identifies the precise date/time and user ID for all steps in the lifecycle, ensuring data integrity and traceability.

Sample Master® captures information via manual entry, scanning of barcoded information or from pull down menus (when related information already exists in the system). Data can also be imported into the LIMS directly from instruments or via ExcelExpress, thus eliminating tedious manual data entry activities and facilitating real-time data analysis.

Additionally, to reduce manual entry requirements and limit typographical errors, Sample Master® allows for the pre-configuration of orders, tests, samples and parameters and utilizes drop-down menus with automatic pre-population of pre-configured order, test, sample and parameter elements. Default analysis results can be set for parameters saving users result entry time and minimizing the risk of transcription and/or typographical errors.

• Generation/Automation of Regulatory Reports

Sample Master® features flexible, fully automated reporting capabilities with print preview and direct printing of reports to a user selectable printer, fax, the web (Result Point®), or email (PDF) to a main contact along with a cc list to all required parties. Reports can be distributed automatically or on an ad-hoc basis. There is easy import/export with Excel and Word and other common formats (with permissions), as shown below.
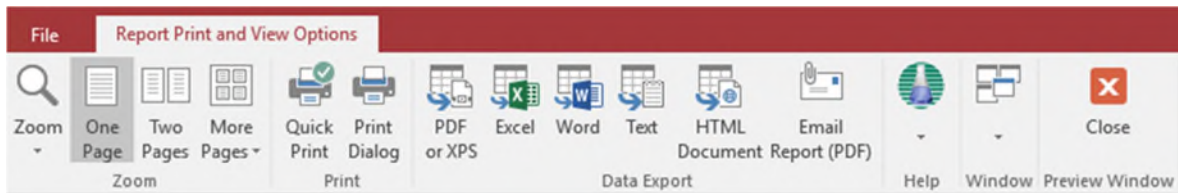

Figure 1. Report Print and View Options

Over 60 standard reports are included with Sample Master®; which can all be modified. Sample Master® Workstation utilizes MS Access as its integrated report designer. Alternatively, clients may utilize Crystal Reports and/or SQL Reporting Services. A portion of the on-site training is dedicated to creating and modifying standard reports.

Users can create an unlimited number of reports which can be run by selecting the reporting criteria in the integrated "Master Query". The Master Query allows users to access information quickly and easily via 33 different criteria, including User Defined fields, for over 8.6 Trillion combinations of data. Once the desired data is queried, it may be used to generate reports in Sample Master®. All data in Sample Master® may be utilized in reports.

Sample Master® has a "One-Step" function in combination with the Master Query that allows users to store ad-hoc selection criteria for future use or to save and export queries for easy custom report creation.

ATL has included a bucket of hours for assistance with report development in the Cost Proposal.

There is also ExcelExpress for pushing and pulling a wide variety of data from the LIMS for reporting. Users can quickly pull specific data from Sample Master® for a variety of applications. The user simply selects the desired fields for importing into another database, for reporting, or for integration with statistical tools. Excel bench sheets can also be created along with various final reports.
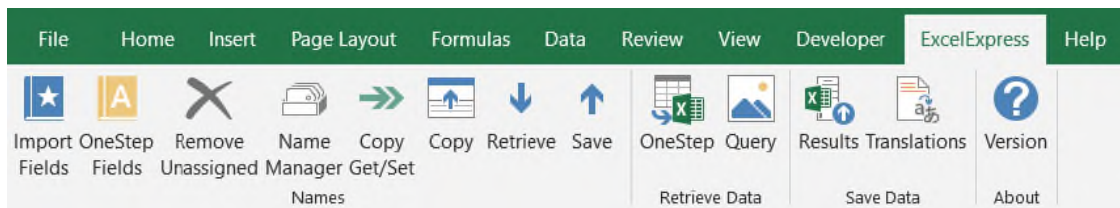
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Figure 2. ExcelExpress Add-in Tab

• Importation of supervisory control and data acquisition (SCADA) Historian Data

Full support is available for all ODBC compliant interfaces, and ATL has extensive experience interfacing with client's internal and external solutions, including SCADA, Linko, WaterTrax, accounting packages, etc. System integrations are managed via ATL's Requirements Document (RD) process, which defines the scope of the requirements and allows the engineers to provide a timeline and cost proposal for the integration.

ATL has included training Authority staff in electronic transfer protocol for importing SCADA Historian into LIMS in the Cost Proposal. The cost for ATL engineers to format and migrate the Authority's Historical Data is listed as optional in the Cost Proposal.

• WQ Lab Workflow – Sample Tracking

Sample Master® is configurable to match the sample flow of the client's laboratory. Routing of samples is defined in Sample Master® via user-defined Departments. Departments are defined to mirror the workflow through a laboratory such that routing of individual samples can be defined through the various Departments from sample login through to sample disposition.

Users have the ability to replace screen captions with captions that reflect the laboratory's terminology, accelerating full implementation. The LIMS does not require source code or custom code modification to support lab-specific configuration and workflow requirements.

Status codes exist against each sample within a department to indicate when the sample/test/approval is needed, when the sample/test/approval is work-in-progress and when the sample/test/approval is completed. The status is updated automatically as samples move through the workflow.

Sample status can be viewed via the View Status function. Each sample is displayed with every department that it has been in and which departments that it still needs to go through. Details of the sample, such as when it was updated from each department, can be listed by clicking the "Details" button. If the sample has results, they can be viewed by clicking the "Results" button.

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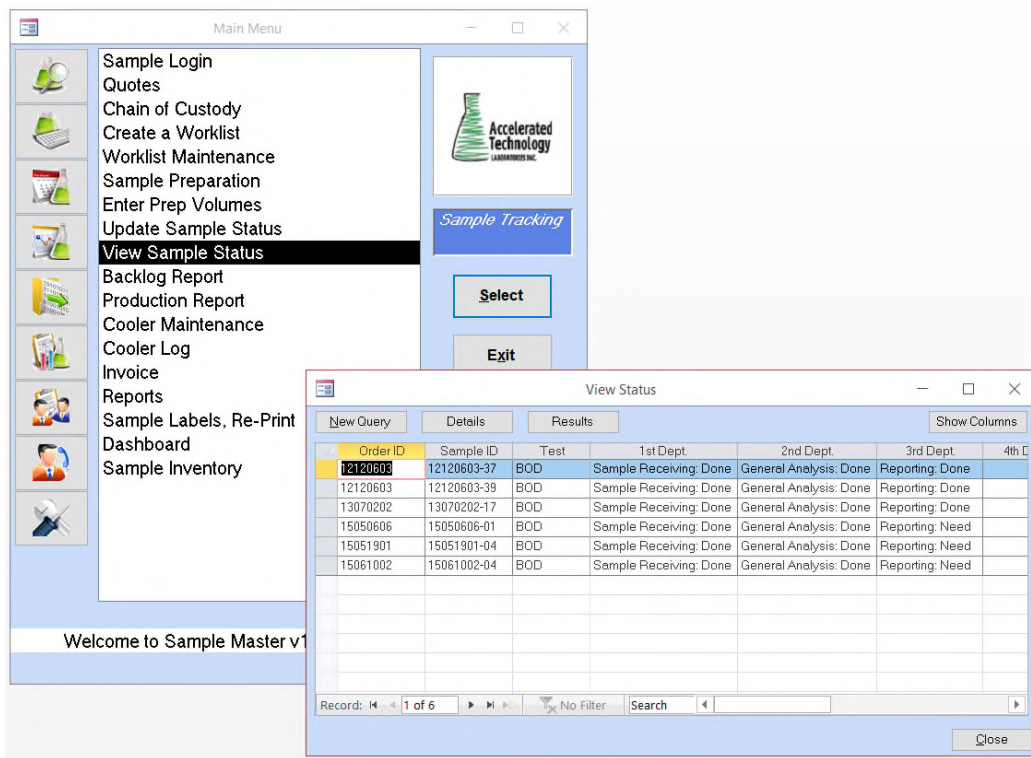496 Holly Grove School Rd
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Figure 3. The Sample Tracking Module - View Status Function

• Monitoring Projects/Chains of Custody/Scheduling

Sample Master® tracks the complete sample lifecycle through its internal Chain of Custody (COC), from login through disposal, logging the User ID, date/time as the sample travels through the workflow.

Sample Master®'s Sample Tracking module's internal COC tracks all samples and all containers associated with samples from the time collected until disposal. Sample Master® tracks sample and associated container movement following "Department Order" ("chain of custody routing rules") throughout the lab including date, time, status and user. It provides immediate location of all containers and summarizes all custody changes. At login, users can do a variety of tasks including scanning and linking COC forms and generating COC forms.
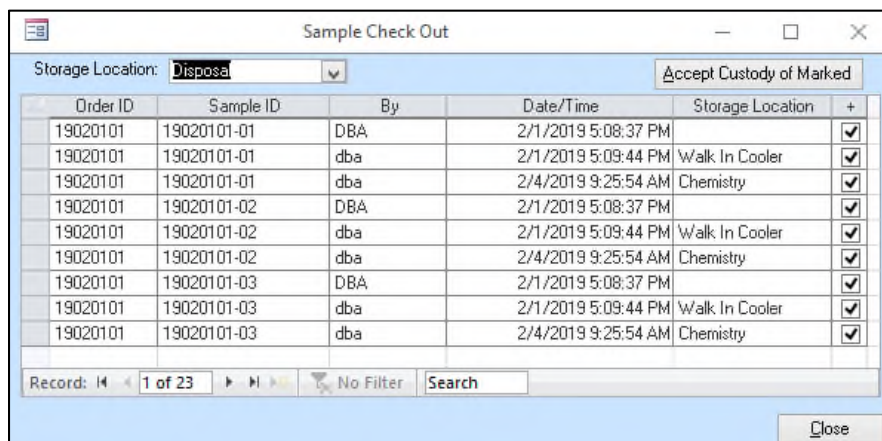

Figure 4. Chain of Custody (COC)

Sample Master® includes several COC reports that users with appropriate permissions may modify to meet specific requirements. Sample Master® includes an internal COC that manages the transition of samples

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within the laboratory, along with an external COC that supports items sent to the laboratory or submitted to an external laboratory for additional testing.

Figure 5. Example of External COC Report

Sample Master®'s Sample Scheduling module allows users to pre-login (pre-schedule) samples for routine collection based on pre-defined projects – such as "Daily Routine" that includes all of the tests, QC and associated information that is related to the pre-login project. The frequency for each project can be: Annually, Semi-Annually, Quarterly, Monthly, Bi-weekly, Weekly, Daily, Hourly, Minutely, or One-time Study.

Figure 6. Project Scheduling

Projects that are scheduled for collection on holidays can be automatically canceled or rescheduled for a different day.

The calendar function provides a printable monthly calendar showing all of the projects that are scheduled to be collected. By selecting a day on the calendar, the tests and sites for each project are displayed, as shown on the following page.

The Scheduler Task Setup function can be configured to start on a particular day and run on a daily or weekly basis. Samples can be logged in one or more days in advance.

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• Aging Reports

Sample Master® has integrated invoicing capabilities in the Sample Tracking module. Users can track analyses by customer, assign costs to particular tests and apply discounts and create invoice reports directly from the LIMS or electronically export to QuickBooks, Peachtree or other accounting packages. These reports can be placed on the Task Manager and automatically printed when the results are completed and reported out.

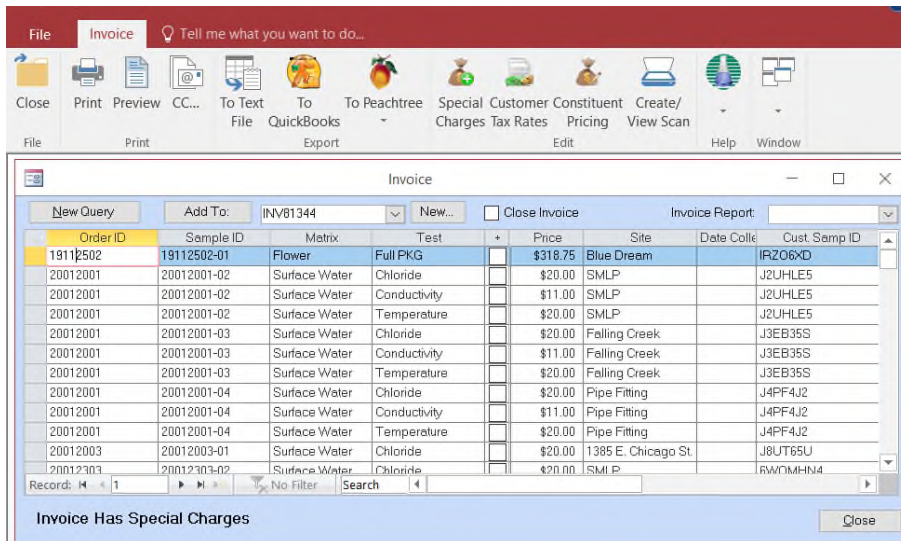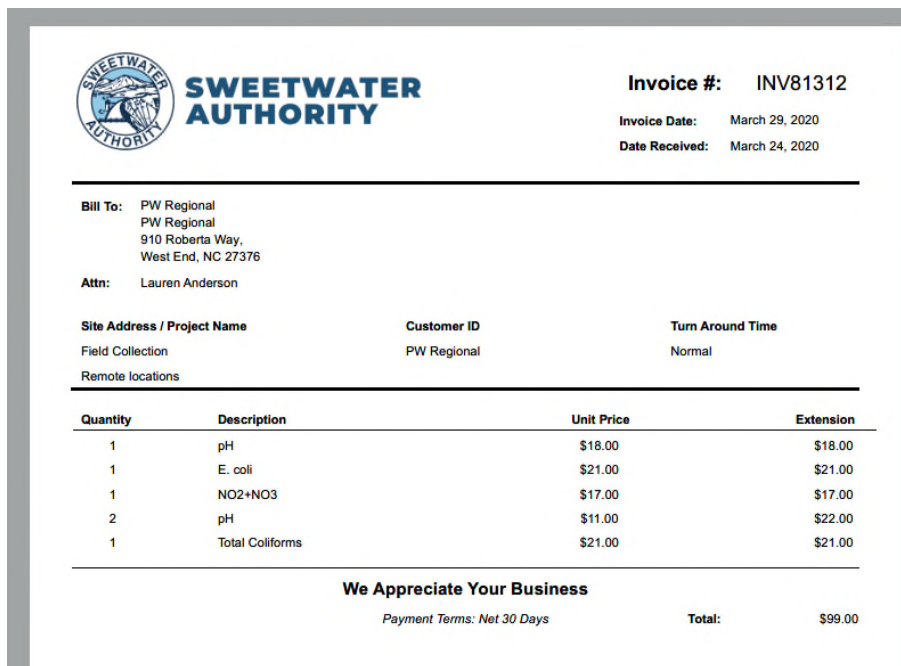**Figure 7. Invoice Function**

Figure 8. Example of Standard Invoice Report

• Commercial Laboratory Data Importation

Sample Master® fully supports importation and sample tracking of subcontracting data. The workflow for the sample is based on the client's user-defined Department flow. Subcontracting is supported through a Department transition at login for either the Order, Sample or Test.

ExcelExpress allows users to easily import data from subcontractor laboratories or laboratory Excel sheets. Users can quickly perform a one-time configuration of the data to import into a template, and then use the template to import the data within a few clicks. The import is performed quickly and accurately without any transcription errors.

ATL has included training for Authority staff to import data from commercial labs into Sample Master® LIMS via ExcelExpress in the Cost Proposal.

• Data Queries, Control Charts, Quality Assurance

With ease of use being a main design criteria, the Master Query was created for end users. Sample Master®'s Master Query screen is integrated into all system modules and helps users find the information they need quickly and efficiently without the need to request IT support for special reports or queries.
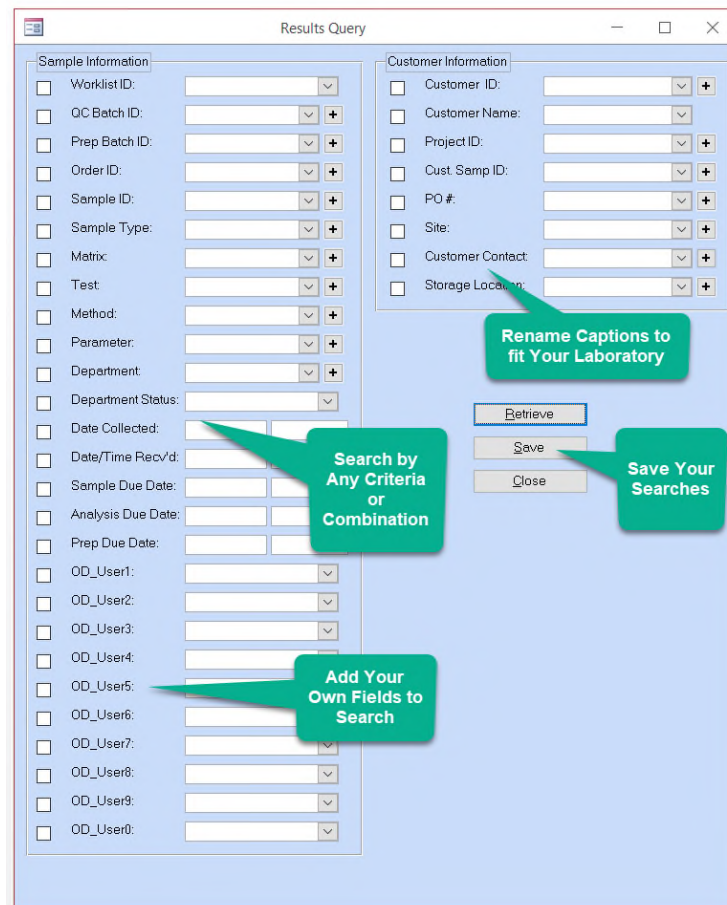
Figure 9. The "Master Query", for Filtering and Retrieving Data Dynamically

Sample Master®'s QA/QC module allows users to graph results and create control charts for data that has been entered into Sample Master®. Users can configure tests to include QC, matrix spikes, blanks, duplicates, surrogates, matrix spike duplicator and many others. Control limits may be entered manually or calculated from historical limits. You can easily select the data to plot using criteria such as test, sample number, analyst, etc.

Control charts can be generated for a parameter by test, method, instrument, employee ID or test date. The results that are used to calculate the control limits and the results that are plotted on the control chart can be selected. The control charts can be printed and saved for future use.

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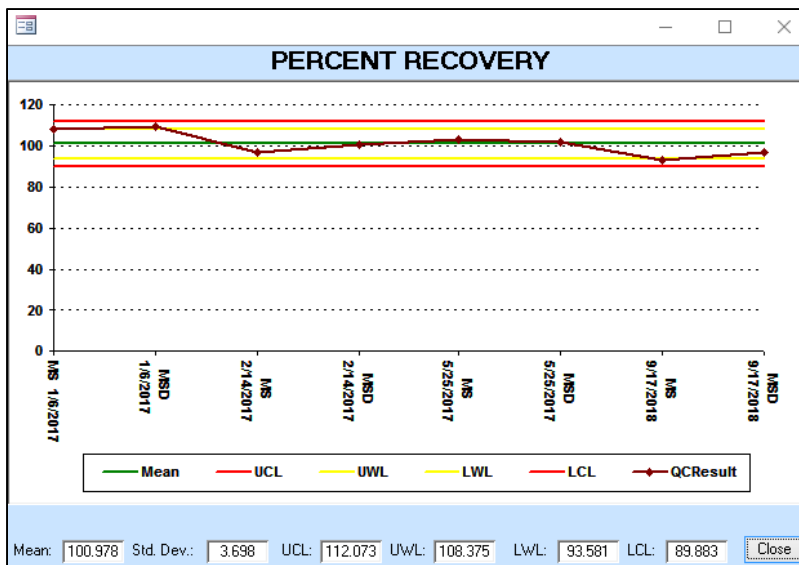
Figure 10. Control Chart

In addition to calculating the control limits, Sample Master® provides the ability to enter manually, control limits that are calculated by other means. These limits can also be electronically imported from popular statistical packages.

• Electronic Data Deliverables (EDD)

ATL has extensive experience working with Electronic Data Deliverables (EDDs) for reporting to the California State Water Board's regulatory reporting systems, among many others. A majority of our wastewater and water clients in California are required to comply with regulatory guidelines, and utilize EDDs for their DMRs and CIWQS, along with SIDWS.
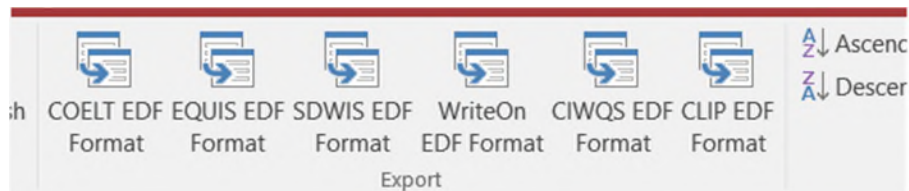
Figure 11. Sample Master® EDDs

ATL has included a bucket of hours for CLIP EDDs; NPDES - CIWQS; PET quarterly reports and CCR development in the Cost Proposal.

The Dynamic EDD Generator can be used to create Electronic Data Deliverable (EDD) files. The Export Form gives users the ability to recall saved templates, create new templates, and create a onetime only export of data. EDDs may be exported in XLS, XML, CSV, comma delimited, and other common formats.
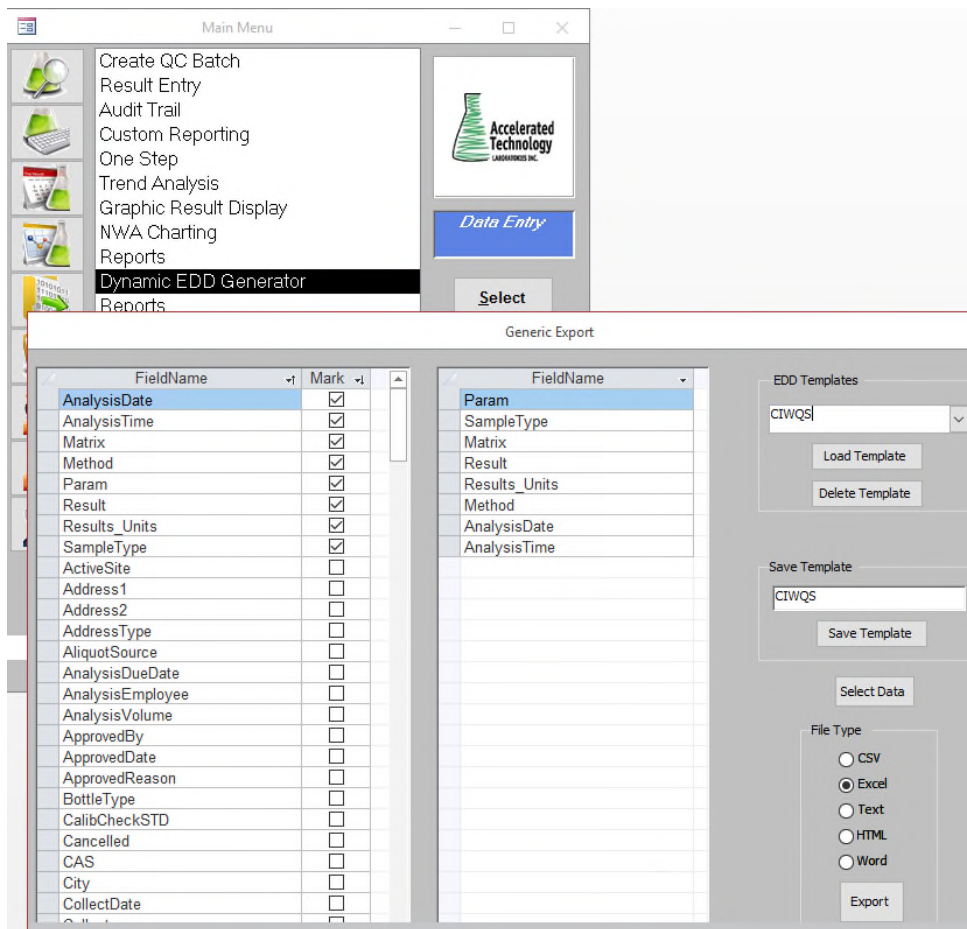
Figure 12. EDD Generator

• Standardize Data Storage Format (Sequel Server)

Sample Master® utilizes SQL Server as its database engine and ATL continually updates to the newest SQL Server database versions.

ATL is a Microsoft Gold Partner, and receives a rich set of benefits, including early access to new features and tools, additional training, and enhanced support. This improved access to Microsoft resources gives ATL a distinct advantage, and enables us to ensure our LIMS solutions stay ahead of the changing technology trends.

• Customized LIMS Data Entry Forms and Water Quality Dashboards

Sample log-in templates can be configured by users with proper permissions for non-routine, routine, and scheduled sample types.

When a customer requests samples to be analyzed, they need to be logged into Sample Master®. This is accomplished by selecting the Sample Login option. Samples are logged in as groups for a customer and this group is assigned an Order ID. Order IDs and Sample IDs can be configured with many different formats including text, dates, numbers, etc. If a new customer requests samples, the person logging the samples in can select "New Customer" from the Edit menu and enter customer information at that time. New projects can be created by selecting "New Project" from the Edit menu.

As each sample is entered, default information is copied down from a default information area. Samples can also be copied from a previous sample, or multiple samples requiring the same tests can be logged in from one screen, so logging in a large number of samples is conveniently accomplished.

Figure 13. Sample Login

Sample Master® allows Pre-login groups as part of the "Sample Login" function. Templates for Pre-logged samples associated with an Order may be logged into the system via the single click of a Prelog -> Login button. Sample Master® allows Pre-log "template" Orders to be recalled and copied into a new Pre-log Order.

Figure 14. Pre-login Groups

Pre-logged samples for routine collection are based on pre-defined projects – such as routine daily that includes all of the tests, QC and associated information that is related to the pre-login project. The advantage of the pre-login is that routing sheets, bar-coded sample labels and a pre-login report can be generated, printed or e-mailed automatically.

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Sample Master® includes feature-rich, user-friendly Dashboards that can be configured for each user, as to their needs. These Dashboards allow access to Key Performance Indicators (KPIs) or monitoring of critical laboratory information. Lab Managers will want to have different configurations than a Lab analyst or a QA Specialist. This flexible tool allows users to configure the alerts to match their needs, e.g., results with upper & lower limits or customer or number of samples waiting to be approved.

Figure 15. Dashboards

What sets ATL apart in the industry?

- **Commitment to Quality** - ATL is ISO 9001:2015 certified. ATL's ISO 9001 certified Quality Management System (QMS) ensures that we are continually evaluating and improving our processes and procedures to ensure our client's success. Additionally, ATL is a Microsoft Gold Partner and a member of VMware's Technology Alliance Partner (TAP) program. VMware has certified Sample Master® LIMS to be VMware Ready™, a designation that signifies to customers that Sample Master® has undergone detailed test procedures and has been certified to run with VMware Cloud infrastructure solutions. Sample Master® LIMS has also been verified as Citrix Ready®.

- **Industry Knowledge** – ATL has nearly 30 years of experience implementing our LIMS solutions in hundreds of water/wastewater laboratories, and a workforce with strong laboratory and water/wastewater backgrounds. Sample Master® was designed for water/wastewater labs, helping them stay competitive through increased efficiency, regulatory compliance, and improved data quality and customer satisfaction.

- **Tailored Systems Out-of-the-Box** – ATL's LIMS solutions can be used to meet the needs of your organization, exactly as they are today. Additionally, Sample Master®'s flexible configuration tools allow your solution to grow with your organization as your needs change.

- **Practical Solutions** – ATL believes in finding practical solutions to workflow and information management requirements. Our employees have worked in organizations similar to yours, and they understand the pressure to improve performance with fewer resources, while maintaining a high quality of work. We look for ways to improve the work lives of your employees while increasing the quality of their work and ensuring compliance to your regulatory standards.

- **Commitment to our Clients** – ATL's Customer Advisory Board (CAB) represents a cross-section of our clients across all industries and meets regularly to discuss current and upcoming regulatory changes and propose LIMS enhancements. We also regularly present and exhibit at many conferences and trade shows and hold user group meetings at major trade shows such as PITTCON and the WQTC. Our CAB, user group and focus meetings ensure that our LIMS products continue to meet and exceed changing regulatory requirements (CA ELAP, ISO 17025, TNI/NELAC, EPA, etc.) and the expectations of our clients.

ATL is committed to the success of the project and your solution beyond implementation. For us, go-live is just a milestone in the life of your Sample Master® solution; it marks the beginning of its service working for you.

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ATL's Understanding of the Scope of Work

The ATL Advantage Plan (Project Management Program)

The ATL Advantage Plan (Project Management Program) is the result of over two decades of expertise in the LIMS industry and in compliance with ATL's ISO 9001 Certified Quality Management System.

The Project Management Methodology (PMM) shown in Figure 16 is used on all our engagements, and is a key success factor for our clients. ATL believes in a "no surprises" management policy with our clients. Our PMM applies ATL's industry knowledge and history of success to the five process groups of project management: 1) Initiation 2) Planning 3) Execution 4) Monitoring and 5) Controlling and Closing. Planning and Executing along with Monitoring and Controlling of the Project are iterative processes that continue throughout implementation. Project Closing is conducted to ensure full compliance with all contract terms and gain final approval. Our methodology supports our clients and allows us to focus on the partnership during the project to deliver quality results.
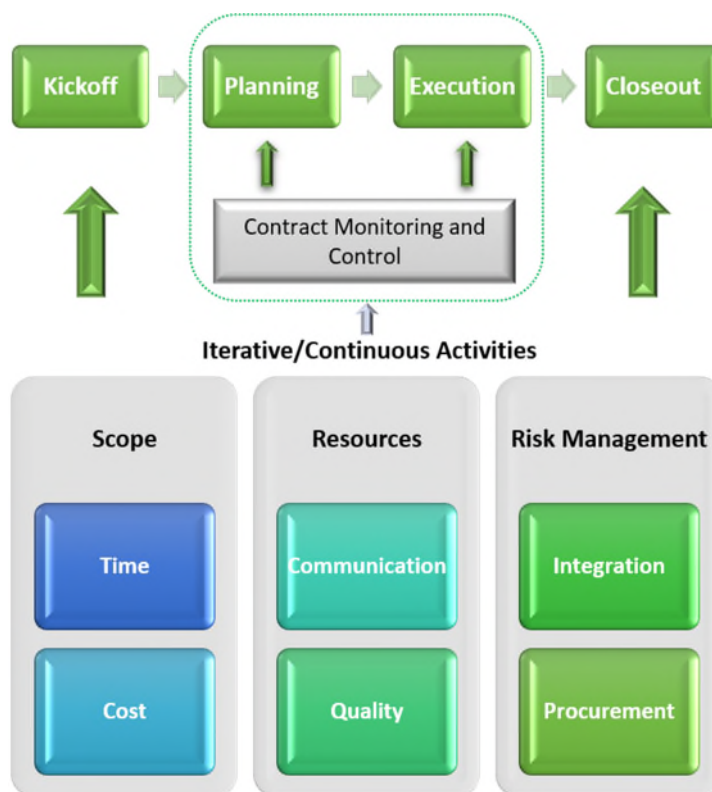
Figure 16. Project Management Methodology

Communication Strategy

LIMS projects are a collaboration between the ATL and Client Project Teams. Communication is critical to the success of a project by meeting the information needs of project stakeholders. During the Project Kickoff Meeting, ATL will work with the Authority WQL Team to define a mutually agreed-upon schedule for ongoing Project Team Meetings and other necessary communications. Meetings may be held on a weekly basis during the initial phases of the project, and move to every other week as the project progresses, as defined during the Project Kick-Off Meeting.

Communication between the Project Teams will be handled through a variety of platforms, including, Teleconferences, Go-To-Meeting, email and dedicated client FTP Site (Basecamp).

ATL will share documentation such as the Client Project Dashboard, Project Timelines, Static Data Template, etc., via the use of these platforms, to ensure information is adequately communicated to all the necessary Project Stakeholders.

The Client Project Dashboard includes all the Project Deliverables, and serves as a highly visual means of communication regarding the status of those deliverables in a stoplight format, like a SOW.

Change Management

The ATL Team follows a change management process that requires both Authority WQL and ATL to approve any modifications to project scope that will be accounted for through a Change Request Form.

Any change to the scope of the Professional Services, the required Deliverables, or any other aspect of the Project shall be timely requested, in writing, by Authority WQL. ATL shall respond, in writing, with (i) requests for more information, (ii) a proposal describing the fee and schedule impact of implementing the requested change or any portion thereof, including a supplemental Quote, and/or (iii) a rejection of the change request. Unless specified otherwise on its face, any proposal pursuant to subsection (ii) above shall be good for ten (10) business days, during which time Customer may indicate its acceptance of such proposal by executing it or by submitting a purchase order referencing such proposal and/or Quote.

Additionally, ATL utilizes our Requirements Document (RD) process for all system changes, e.g. customizations, system and instrument integrations, reports, etc. This is the process of requesting, determining attainability, planning, implementing and evaluating changes to the ATL Laboratory Automation solution. It has two primary goals: supporting the processing of and enabling traceability of changes, which should be possible through proper execution of the process.

ATL is under no obligation to proceed with making the change until the Parties have agreed on the cost and schedule impact (where applicable), as well as the specifications for the revised Software or other Deliverables. Customer is aware that certain changes in the scope of Professional Services or any changes to an accepted Deliverable may result in additional Professional Services fees.

Risk Identification and Mitigation

LIMS projects are subject to many risk factors that may result in project delays.

Laboratories are extremely dynamic organizations with multiple complex processes that are often modified depending on the outcome of the previous step. Various instrument, equipment and technologies add to the complexity. The primary objective of risk management is to develop a timely assessment of unwanted events occurring and their priority, this aids in developing strategies to deal with problems early when the cost of mitigating actions is relatively low.

The overarching goal of ATL's approach to risk management is to prevent problems that might affect the success of the Authority WQL project from a time and budget perspective.

ATL's approach to managing and mitigating risks (Table 1) contains seven key elements, all with the goal of mitigating risks early throughout the duration of the Project, in conjunction with the Authority WQL Project team.

As risks are identified and communicated, risk owners will create mitigation and contingency plans. Mitigation plans will provide the strategy for how to mitigate the risk, where possible, prior to it becoming an issue. The contingency plan will outline what our Team will do once a risk becomes an issue.

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Risk Framework	
Phase	**Associated Tasks**
Plan	Determine in advance how to deal with identified risks. The ATL Team will update and keep current the Risk Management Plan, which will guide projects with documented requirements of Risk Management, including all tools and processes. We work closely with the project teams to confirm risk mitigation plans are appropriate as risk factors change over time.
Assess	Identify and analyze program areas and critical potential technical process risks to significantly increase the likelihood of meeting performance, schedule, cost, and security objectives.
Identify	Classify risks before they manifest themselves and account for them in the development and execution of mitigation plans. The ATL Team will incorporate the full life cycle of risk management, including assisting in identifying risks and inputting them into the risk management database/tool. The ATL Team personnel are trained to identify and communicate risks as they arise, including the risk associated with technologies, methods and techniques of developing solutions.
Analyze	Analyze the risk by classifying its probability of occurring as High, Medium or Low. Assess the impact (priority) of the risk should it occur as High, Medium or Low. Estimate the timeframe in which the unwanted event is expected to occur as near-term, mid-term or far-term. Once classified, risks are prioritized to determine which must be dealt with first.
Develop	Assist with identifying, evaluating, selecting and implementing one or more strategies to set risk of acceptable levels. This includes the specifics on what should be done, when it should be done, when it should be accomplished and who is responsible. This information will be input in the risk management database/tool so that progress can be monitored.
Monitor	Systematically track appropriate risk and risk mitigation data, and report it to the affected parties in a manner that enables them to use the risk data in the performance of their work. Provide input to updating risk handling strategies, as appropriate.
Communicate	Identified risk will be communicated through bi-weekly emails and status reports, and in some cases earlier, based on time-sensitivity. The ATL Team will make recommendations on risk escalations to the appropriate leadership groups.

Table 1. Risk Framework

As risks are identified and communicated, risk owners will create mitigation and contingency plans. Mitigation plans will provide the strategy for how to mitigate the risk prior to it becoming realized. The contingency plan will outline what our Team will do once the risk is realized.

Escalation Procedure

ATL follows an abbreviated Escalation Procedure. When issues cannot be resolved in the normal course of project implementation, by the personnel dedicated to the project, those issues are immediately escalated to the Project Manager and then to the CEO who acts as the final authority on resolution.

ATL Role	Negotiation, Resolution and Escalation Process	Client Role
Project Manager	◄ Negotiation & Resolution ►	Identified Management
▼	▼ Escalation ▼	▼
CEO	◄ Negotiation & Resolution ►	Identified Executive

Table 2. Escalation Levels

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Implementation Overview

ATL divides our Implementation Process into the phases detailed below.
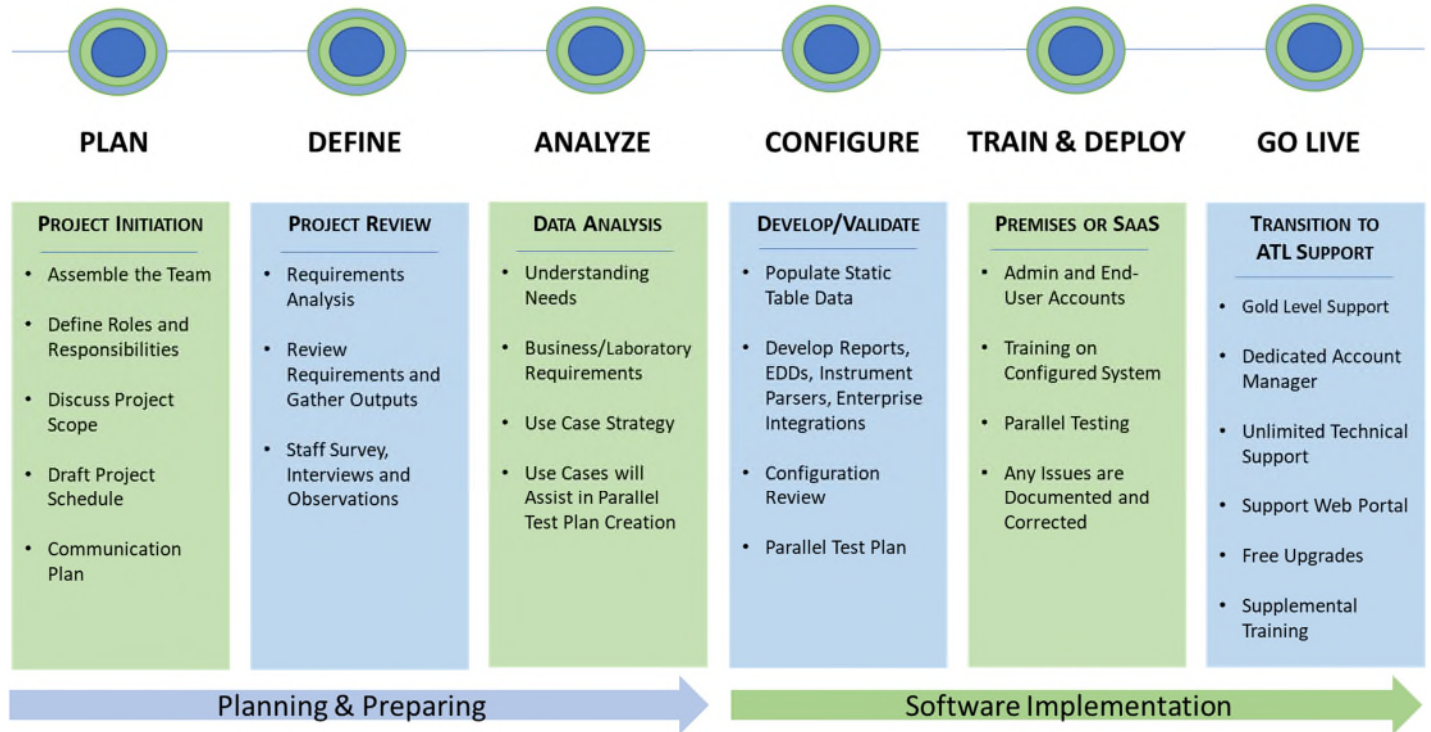
Figure 17. LIMS Implementation Overview

Planning and Preparing - *(Authority WQL Tasks 1 & 2)*

◉ Phase 1: Plan – Project Initiation

- **Assemble the Team**

  ATL Team members are selected based on their expertise and experience.

- **Define Roles and Responsibilities**

  ATL will hold a Kick-off Meeting to discuss the project, the plan in terms of ATL's processes and procedures, and some of the tools (checklists, pre-install template, forms, project schedule, dashboard) that will be used. Roles and responsibilities are defined so that everyone knows and understands the expectations.

- **Discuss Project Scope**

  ATL will review the project scope with the Authority WQL Team and discuss any issues that need to be considered, e.g. instrument replacements, laboratory audits, vacation time, conferences, or deadlines that could possibly affect the project timeline. As requested, ATL shall review all pertinent examples of the Authority's regulatory reports, Excel databases, worksheets, monitoring projects, and examples of commercial lab data prior to the Kick-off meeting.

- **Draft Project Schedule**

  ATL will evaluate the project schedule and review the resources allocated for ATL tasks, Authority WQL Team tasks, and joint tasks.

- **Communication Plan**

  ATL and the Authority WQL Team will establish a communication plan which will set the standards for

how, to whom, and when project communication will take place. In addition to project meetings, email, telephone, and teleconferencing communication (e.g., GoToMeeting) will be used. ATL's Project Management team utilizes an innovative, easy-to-use project management and team collaboration platform called Basecamp to manage project communication.

Phase 2: Define – Project Review

- **Requirements Analysis**
  ATL will work with users, administrators, managers, and personnel to document problem statements, use cases, and needs related to processes, data management and reporting, to determine what requirements the Laboratory has for the LIMS.

  Attempting to implement a LIMS without identifying the problems or functions it needs to solve or perform will create delays in project implementation and testing.

- **Review Requirements and Gather Outputs**
  ATL will review the Requirements Analysis and assist the Authority WQL Team in gathering all the necessary outputs including captions, workflows, worklists, reports, instrument output files, calculations, Electronic Data Deliverables (EDDs), and any enterprise integrations.

- **Staff Survey & Interviews, Observations**
  Meetings with the Authority WQL and key stakeholders will be held to understand any other pain points, new regulations, or added specifications that may have evolved after the requirements were documented.

Phase 3: Analyze – Data Analysis

- **Understanding Needs**
  ATL examines all the data that has been received and collected in the previous phases, including data outputs, report configurations, COC, labels, etc. and asks questions about anything that is unclear or requires additional discussion.

- **Business / Laboratory Requirements**
  Authority WQL Team must confirm that everything is accurate in terms of laboratory and regulatory requirements, including page numbering, disclaimer language and client logos on reports, verification and validation of calculations, and decimal places and significant figures. Additionally, implementing a new LIMS is the perfect time to standardize inconsistent nomenclature for elements such as test codes and client names.

- **Use Case Strategy**
  ATL will work with the Authority WQL Team to create use cases that depict the way the laboratory works, covering many of their workflows.

- **Use Cases will assist in Parallel Test Plan Creation**
  These use cases can then be leveraged to 'test' the configuration, and ensure that the outputs from the old and new systems are identical. This is the final step in the planning and preparation phase.

Software Implementation - (*Authority WQL Tasks 3 & 4*)

Phase 4: Configure – Develop and Validate

- **Populate Static Table Data**
  After the LIMS is installed, much of the LIMS configuration will be accomplished by ATL and the

Authority WQL working together to complete the pre-install template. This is an Excel sheet that contains all the "static" data in the LIMS such as customer information, pricing, test information, etc. for import into the LIMS. ATL engineers will use the template to populate a new database in a test environment, so the client team can evaluate the data and make changes if needed.

During this time, ATL will work closely with the client's LIMS Administrators so they are comfortable with setting up new tests, adding parameters, QC, setting up calculations, using the form caption editor, and understanding the LIMS maintenance features and functions.

- **Develop Reports, EDDs, Instrument Parsers, Enterprise Integrations**

    As an ISO 9001 Certified Corporation, ATL follows a defined Requirements Documents (RD) process to ensure the success of any customization or integration that is included in the Purchase Order. ATL will collaborate with the Authority WQL Team to create RDs for any reports, EDDs, instrument or enterprise integrations included in the project.

    ATL has included costs for report development, EDDs and instrument parsers (3) in the Cost Proposal.

    Note*: Modifications to the defined project scope will necessitate a Change Order.*

- **Configuration Review**

    Once the key items have been created, configured, tested, verified, validated, and documented, the client team will review the completed configured system.

- **Parallel Test Plan**

    After the review, ATL recommends a Parallel Test Plan be created for the Deployment phase. It requires dedicated resources to log samples into the current system and parallel test with the new LIMS. ATL's assistance in creating the Plan is available. As resource requirements vary, most clients choose to run 15-20% of the samples in parallel, ensuring that the 90-95% of use cases are evaluated and their outputs compared.

◉ Phase 5: Train and Deploy– On-Premises

- **Admin and End-user Accounts**
    For on-premises deployments, the client LIMS Administrator will set up accounts and permissions.

- **Training on Configured System**

    ATL Certified Trainers will deliver on-site and remote core Administrator and End-user training supplemented with training materials. Additional Training will be provided on any Enhancement Products, such as iMobile, Result Point® Customer Web Portal, ExcelExpress, etc. Remote sessions may be recorded and placed in the client's FTP folder for future use.

    ATL's Certified Trainers all have laboratory backgrounds, along with detailed, practical knowledge of the Sample Master® LIMS solution. This understanding of laboratory work processes, coupled with knowledge of the LIMS application in a laboratory setting allows our trainers to provide comprehensive training for our clients.

    - ✓ **Laboratory LIMS System Administration Training:**

        ATL Certified Trainers will train the Authority LIMS Administrator(s) and users who will be responsible for the population and configuration of the LIMS. The training is designed to be classroom style; hands on learning to assure that users are fully versed on the operation and configuration of Sample Master® LIMS. Training includes basic Administration training on the overall structure, modules, employee permissions setup and security, reporting, an overview of the support services for all LIMS Administrators, etc. Additionally, ATL provides training on the setup and maintenance of things such as instruments, tests, methods, sample conditions, storage locations, and custom form captions.

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✓ **Laboratory End-User Training:**

LIMS End-User Training consists of training users to maneuver through the LIMS, functions, view and print reports, etc. End-user training is designed to ensure users develop an understanding of LIMS functionality relevant to their individual responsibilities.

Training shall include the Training Subtasks (3.1 – 3.9) the Authority has listed under Task 3.

As ATL is an ISO Certified Company, we complete training forms once training has been delivered, to document the trainer, who was trained, what they were trained on, along with the duration of the training. A copy of this form will be provided to the Authority Project Manager.

- **Parallel Testing**
ATL can assist the client team in executing the parallel testing of the system to ensure it matches current operational processes. Parallel testing will validate the configuration, workflows, reports, integrations, calculations, parsers, and any electronic data deliverables.

- **Any Issues are Documented and Corrected**
Any issues that are uncovered are documented, addressed, and, once corrected, re-evaluated.

◉ Phase 6: Project Close – Go-Live - *(Authority WQL Task 5)*

- **Go-Live**

During this phase, the client team is now independent and live with the new LIMS software. Users will have the confidence needed to log samples, schedule projects, add new tests, log in scheduled sample sets, print labels, and create worklists and reports. The Team will have full confidence in the LIMS' ability to support any future audits and all regulatory requirements.

There is increased communication within the organization and data is readily available to all users, along with automated emailing of reports for access by internal and external users.

- **Gold Level Support**

Includes unlimited telephone, e-mail and website operational support for up to two (2) customer points-of-contact (POC). Phone support hours are from 8:00 am to 8:00 PM ET, Monday through Friday. Dedicated Account Manager assigned to your company. Service Pack updates and product upgrades included. Access to User Group Meetings and the LIMS Solution Newsletter. Gold level support is included at no charge for the first year of any implementation. After the first year, we offer different levels of support to suit each client's specific needs.

- **Dedicated Account Manager**

The Dedicated Account Manager serves as the lead point of contact for all matters specific to the client account. They create and maintain a strong, long-lasting client relationship.

- **Technical Support**

Contact ATL Support Engineers via phone, email, or on-line. ATL's Technical Support Center is located at our corporate headquarters in West End, NC. Live support hours are from 8:00 am to 8:00 PM Eastern Time, Monday through Friday, other than on Federal holidays.

- **ATL's Support Website**

ATL's Support Website allows clients to find the information and resources they need quickly and intuitively. ATL's Support site features:

✓ A Knowledge Base containing articles, how-to video tutorials, manuals, general information, and special features.

✓ ATL Academy section with information on Boot Camp, virtual Instructor-led Training (vILT), and customized training options.

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- ✓ A Community section with FAQs, ATL newsletters, and a User Forum.
- ✓ A Support section where our clients can access their FTP sites, download Service Packs and Release Notes, and submit incidents, customization requests, and suggestions.
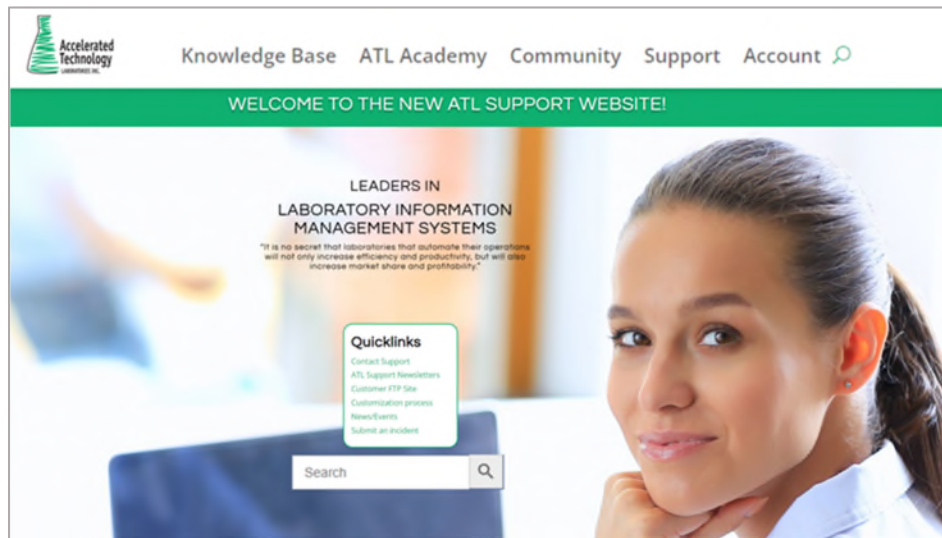

Figure 18. ATL's Support Website

- **Free Upgrades**
  ATL is committed to re-investing in research and development with ongoing product enhancements, new functionality upgrades, and regular new releases employing the latest technology. Historically, ATL has released a major revision every 18-24 months and Service Packs on a quarterly basis.

- **Supplemental Training**
  ATL Academy provides routine and custom LIMS training programs to educate users with the skills needed to leverage their LIMS investment. ATL offers supplemental training courses such as online training, vILT, and LIMS Boot Camp. Your dedicated Account Manager can provide additional information and costs for these courses.

  - ✓ **Remote Training:** Remote web training provides a convenient, efficient, tailored method to meet a customer's requirements; all that is needed is a telephone and a computer with internet access. Remote sessions are recorded and copies are maintained on a shared FTP site for future use.

  - ✓ **Off-site Training - LIMS Boot Camp (Pinehurst, NC):** For over 20 years, ATL has offered our customers LIMS Boot Camp Training Courses in an ongoing effort to actively support and fortify your investment. The objective of Boot Camp is to immerse students in an environment where they will assimilate the knowledge and proficiency needed to successfully utilize ATL's Sample Master® product line - as well as ATL's other laboratory automation solutions - in order to meet or exceed the data management and reporting requirements in your laboratory.

    ATL's LIMS Boot Camp Training Course is offered through either a 3-day Intermediate session or a 2-day advanced session. Our instructors possess computer science and laboratory automation backgrounds, and are passionate about sharing their expertise with Boot Camp attendees. Sessions are lively and captivating, and students truly enjoy the experience. A comprehensive LIMS workbook (PDF) is included.

    Hear what our students have to say regarding their LIMS Boot Camp experience:
    https://youtu.be/isjr6hYV_NE

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✓ **Sample Master® Virtual Instructor-Led Training (vILT) Courses**: ATL is excited to offer virtual Instructor-Led Training (vILT) courses for Sample Master®. These courses are taught exclusively online with the goal of emulating a traditional classroom environment without the travel and time costs. One of the benefits of vILT courses is the ability to break up the class in 1-2 hour sessions and schedule these sessions over a period of time. This allows students to get the benefits of live instructor-led training and the flexibility of mixing the training in with the flow of the student's normal work schedule. All sessions will be recorded– a benefit when schedules change unexpectedly or if students want to review certain sections of the training. The recorded session will be placed in the client's FTP folder.

Based on the information provided by Authority WQL in the RFP and ATL's experience implementing Sample Master® in similar environments, it is estimated that the project will take approximately 9-12 months, depending on the level of customizations and dedicated client resources. This is measured from contract approval to final acceptance.

Implementation Project Responsibilities and Procedures

To ensure a successful LIMS implementation ATL dedicates personnel to specific roles commensurate with the implementation responsibilities.

ATL Role	Responsibility
Project Manager(s)	Responsible for contract review, development and update of client project dashboards, scheduling of on-site travel dates, creation and distribution of meeting agendas and invitations. The Project Manager is the initial step in the Escalation Procedure.
Professional Services	Evaluate functional and technical requirements, configure LIMS. If included in the contract, will perform data conversion, test instrument integration and provide training on instrument parser/s, and complete LIMS customization/s implementation.
Support	Install LIMS on server and development client in either On-premises or SaaS environment. Provide ongoing core product support for the duration of client support contract.
ATL Certified Trainer(s)	Conduct training for clients on ATL's suite of products.
CEO	Has ultimate responsibility for implementation project, approval of any implementation project changes, and the final step in the Escalation Procedure.
Account Manager	The Dedicated Account Manager serves as the lead point of contact for all matters specific to the client account.

Table 3. ATL Roles and Responsibilities

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Client Roles and Responsibilities

ATL's expectation is that the Client will also designate personnel to specific implementation roles.

Client Role	Responsibility
Project Manager	Manages all project activity, directs client's implementation resources, reports progress and status, tracks events, functions as client's liaison to ATL, and signs-off on implementation deliverables, hardware delivery (if applicable), software installation, End-user and Administrator training. **10-20% of time during project, assuming Project Manager is not playing LIMS Admin or DBA role.**
Project Champion (may also be PM)	Acts as a Decision Maker, especially for any issues between the Laboratory and IT. Drives the project from an operational perspective, typically in conjunction with the Project Manager. Ensures adequate resources are allocated. **10-15% of the time during project, assuming Project Champion is not playing Project Manager role.**
LIMS Database Administrator (On-Premises Deployments)	Responsible for LIMS system maintenance and database maintenance and administration. Assists in installation and participates in LIMS Administrator training. **10-20% of time during project, 5-10% of time after project completion.**
LIMS Administrator	Responsible for LIMS Administration within the Laboratory. Assists in installation, participates in LIMS Administrator and Enhancement Products training and initials training records. ATL trainers will provide a copy of the training record with the client Project Manager. **25-50% of time during project. 20-25% of time after project completion.**
Lab Subject Matter Experts	Responsible for gathering and populating the static data template to ensure it accounts for the current or future state workflow of the Laboratory and samples. Lab SMEs also participate in End-user Training.

Table 4. Client Roles and Responsibilities

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2. Identification of Responder:

a. Provide legal name and address of company.

Accelerated Technology Laboratories, LLC

496 Holly Grove School Rd., West End, NC 27376

b. Provide legal form of company (partnership, corporation, joint venture, etc.).

Limited Liability Company

c. Identify any parent companies.

Accelerated Technology Laboratories, LLC is a subsidiary of a parent company, WEL Platform Holdings, L.P.

d. Provide addresses of office(s) and number of employees.

ATL's headquarters are located at 496 Holly Grove School Rd., West End, NC 27376 / 40+ employees

e. Provide name, title, address, telephone number, and email of a person to contact concerning the proposal.

Richard Danielson, PhD, Sr. Sales Account Executive, Office Location: Oceanside, CA

Office: 910.673.8165 Ext. 3257 | Fax: 910.673.8166 | Toll-free: 800.565.LIMS (5467)

Email: rdanielson@atlab.com

3. Financial Relationships Disclosure(s):

a. Identify all existing and past financial relationships between Consultant's firm and current members of the Authority's Governing Board and staff and entities for which said members are employed or have an interest, both past and present. If there are none, clearly state this.

There are no existing nor past financial relationships between Consultant's firm and current members of the Authority's Governing Board and staff and entities for which said members are employed or have an interest, both past and present.

b. Identify all existing and past financial relationships between Consultant's proposed sub-consultants and current members of the Authority's Governing Board and staff and entities for which said members are employed or have an interest, both past and present. If there are none, clearly state this.

ATL is not proposing any sub-consultants for this project.

c. For a list of the Authority's Governing Board members, see the following link:

http://www.sweetwater.org/35/Governing-Board

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4. Required Qualifications:

a. The Consultant's primary business or the primary business of a department within the Consultant's firm shall be Laboratory Information Management Systems and shall have been in the business of LIMS design, implementation, and support for at least 10 years.

Our History

Founded in the Silicon Valley in 1994, Accelerated Technology Laboratories (ATL) addressed the unmet need for an easy-to-use, affordable LIMS. Our Windows-based flagship product Sample Master®, (the first commercial Windows-based LIMS) quickly became a market leader. Sample Master® leverages Microsoft SQL Server, a market-leading, relational database that offers advanced functions such as referential integrity and excellent integration with other Windows applications such as Excel and Word.

ATL experienced rapid success with the enterprise edition, Sample Master® Pro. In 2010, ATL launched TITAN® LIMS which represented the next generation in LIMS by incorporating ERP capabilities along with an integrated Report Designer. TITAN® is more than a LIMS: it is a Laboratory Enterprise Resource Planning Solution. TITAN® is a complete, configurable, C# (.NET) based laboratory automation and business management solution, robustly adaptable and capable of meeting your organization's specific needs. TITAN® is ideal for organizations comprised of various departments that perform routine testing, or varying and sophisticated workflows.

A collection of complementary products was developed to enhance the LIMS' capabilities including integration with Barcode Scanners and Printers, and an NPDES Discharge Monitoring Reporting (DMR) Package. ATL's Result Point® client portal allows users to have 24/7 self-service access to sample status, test results, PDF reports (CoA, invoices), Electronic Data Deliverables (EDDs), and more from any desktop, laptop, tablet, or smartphone. Request Point® is a secure web portal that allows remote access for test requests and sample login via the Internet or Intranet. ATL iMobile, leverages Wi-Fi and cellular technology to facilitate real-time data collection to the LIMS using tablets, smartphones, or laptops, and can store the data on the device until back in range.

Additionally, ATL has expanded our scope to focus on technology and service innovations by offering Cloud-based Software as a Service (SaaS) deployment for all our LIMS and enhancement solutions. The combination of ATL's technology with the goal of improving services for our customers, delivers increased operational efficiencies, improved productivity, and optimized customer resources.

ATL continues to sustain a strong commitment to quality, and to reinvest heavily in research and development in order to provide our customers with the best available technology and tools.

ATL recently introduced several exciting LIMS enhancement products: ExcelExpress, Data Accelerator, Monitor Plus and LabFolder. ExcelExpress is an add-in for Microsoft Excel that contains intelligent algorithms which will seamlessly read data from and import result data into the LIMS. A valuable feature of ExcelExpress is its ability to import data from most scientific instruments, subcontracted data outputs, and laboratory bench sheets. Data Accelerator is a tool that allows users to easily upload/download and/or move/copy files/folders automatically.

Monitor Plus is ATL's solution for wireless environmental monitoring of lab assets including refrigerators, freezers, and incubators. LabFolder follows the natural structure of laboratory, mimicking the paper notebook. LabFolder ELN includes different Entry Elements that individuals can use for different pieces of their data (text, tables, images, etc.).

Today, more than 600 laboratories around the world use our LIMS solutions. We work with our customers to solve laboratory information management and automation problems in a variety of industries, including water, wastewater, environmental, analytical, agriculture, food and beverage, chemical, government, energy, manufacturing, cannabis, and many others. ATL has completed many successful LIMS projects for both state and federal agencies, along with Fortune 500 companies and many other laboratories that are ISO, NELAC, ELAP, and/or CAP/CLIA certified.

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Our Business Capacity

ATL is headquartered in West End, NC, where the majority of our employees are located. ATL's remote staff are located across the US. Internationally, ATL has sales partners in Canada, Australia, Europe, South America, Mexico, Africa, and the Middle East. ATL is a US-based, ISO certified business and GSA MAS Schedule holder.

ATL is one of the few independent LIMS firms that is ISO 9001 certified, and has been since 2001. ATL is also a Microsoft Gold Partner. Microsoft Gold Partners receive a rich set of benefits, including early access to new features and tools, additional training, and enhanced support. This improved access to Microsoft resources gives ATL a distinct advantage, and enables us to ensure our LIMS solutions stay ahead of the changing technology trends. ATL's LIMS solutions have achieved VMware Ready™ and Citrix Ready® status, and are fully supported on VSphere 5.5 or above and Citrix XenApp® v7.6 or higher.

ATL's relationship with leading providers of technologies and value-added resellers serves as a global network that extends our expertise in products, services, and support around the world. Our partnerships with firms such as Northwest Analytical, SAS JMP, Tracking Solutions, Elemental Machines, Citrix, VMware, Dell, Labforward and others allows us to leverage the best available technology in our LIMS solutions. All of these alliances and certifications enable us to better serve our customers and allow us to offer superior software solutions at an affordable cost.

Our Services

ATL's aim is to understand each customer's data analysis and information management needs. We work together diligently with our customers to implement a system specifically designed to support those needs. To ensure that our customers successfully deploy our LIMS solutions, we have developed the ATL Advantage Plan. This unique project management program is the result of nearly 30 years' expertise in the LIMS industry, and complies with our ISO 9001 Certified Quality Management System. It consists of an assigned Project Manager, project meetings, checklists, schedule, a Dashboard series, Basecamp team collaboration online platform and more.

A dedicated training team and a comprehensive support plan back ATL's strong customer commitment and LIMS solutions. ATL Academy provides routine and custom training programs such as LIMS Boot Camp, onsite core training, remote training, and virtual courses to educate users with the skills needed to leverage their LIMS investment.

For On-premises deployments, ATL's GOLD Support is provided at no charge for the first year. For SaaS deployments, GOLD Support is included as part of the ongoing monthly hosting fee. GOLD Support includes unlimited incidents, access to a secure support website with a Knowledge Base, FAQs, white papers, videos and a user group forum, product updates and upgrades, live phone support Monday – Friday from 8AM – 8PM ET, email and website submission of support incidents available anytime, a dedicated Account Manager, training webinars, and much more.

ATL intends to remain a technology leader in the LIMS industry by providing world-class, innovative LIMS solutions, automation consulting, instrument and enterprise integration, superior product support, and training. We will continue to craft technology into tools that automate laboratory and business operations, improving efficiency and accuracy, while simplifying our users' daily work.

Our Quality Policy Statement

ATL is dedicated to the design, manufacture, and service of Information Systems. We believe quality is defined by our customers. The direct measure of how well we are delivering on our quality commitment is the degree to which we meet our customers' requirements and expectations. Our employees are integral to the execution and improvement of our Quality Management System (QMS). Fulfilling these expectations can only be accomplished through the continuous improvement of: our process, products, services, and support activities as defined in our QMS.

b. The Consultant shall provide a single Project Manager as the primary point of contact with the Authority. This Project Manager must have at least 5 years (total, with current firm or other employers) of experience in LIMS design and deployment in public water/wastewater systems in the State of California.

Project Management

ATL's Advantage Plan project management program consists of an assigned Project Manager, project meetings, checklists, schedule, a Dashboard series, Basecamp team collaboration online platform and more.

The Project Manager ATL is proposing for the Sweetwater Authority LIMS project is Charles Hindbaugh. Mr. Hindbaugh has been employed by ATL for 14 years and has 17 years' experience with ATL's LIMS solutions.

He has participated in over a dozen LIMS design and deployments in public water/wastewater systems in the State of California, including Antelope Valley-East Kern Water Agency, Contra Costa Water District, County of San Luis Obispo, Mammoth Community Water District, City of Pasadena, San Jose Water Company, Valley Water, Veolia North America – Burbank, City of Long Beach Water Department and Coachella Valley Water District.

Mr. Hindbaugh has worked as a Chemist, Quality Manager, and Laboratory Manager with expertise in the following areas: NELAP/NELAC, and A2LA using ISO/IEC 17025 as well as scheduling work and employees. He is proficient in Wet Chemistry and Metals analysis, and qualified in Organic analysis, sample collection, managing and maintaining a LIMS database. He also has experience in preparing and analyzing samples in Wet Chemistry, Metals using FLAA, GFAA, ICP, Cold Vapor Mercury, as well as GC, and GC/MS.

Mr. Hindbaugh has extensive knowledge of the water/wastewater industry, having worked for over 7 years in a laboratory environment that dealt with testing for water and environmental utility companies.

As Project Manager, Mr. Hindbaugh manages project activity, coordinates with ATL's implementation resources, reports progress and status, tracks events, functions as the client's liaison to ATL.

Assisting Mr. Hindbaugh will be Corinne Wetherby. Ms. Wetherby has 1 year of experience with ATL's LIMS solutions. Her ATL project management experience includes: Atlantic County Utilities Services, NJ, City of Fayetteville, NC, Mt. Pleasant Waterworks, SC, City of Chandler, AZ, and the Florida Dept. of Health, FL.

c. Provide a list of past and on-going qualifying projects for which the Consultant's services were or are similar to those described in this RFP. Limit the list to no more than 10 projects the Consultant feels are most relevant to the RFP. For each project, include the following:

Whether it was investing in a new LIMS or replacing an inadequate existing system, ATL has helped 600+ laboratories transition to the next level of data automation and efficiency. For nearly 30 years, ATL has helped thousands of users streamline their daily work processes, significantly improving laboratory performance.

Our LIMS solutions have been implemented in hundreds of laboratories with project requirements similar to the size and scope of the Authority. As requested, below is a list of water/wastewater laboratories that ATL has provided similar LIMS software and services to.

1. **Organization: Veolia North America - City of Burbank, CA Water Reclamation Plant Laboratory** - *ELAP Certified*
   Website: https://www.burbankca.gov/web/public-works/burbank-water-reclamation-plant
   Contact: Bradley Davis, Laboratory Manager
   Phone: (818) 471-9267   **Email:** bradley.davis2@veolia.com
   Service Dates: 10/2009 to present, maintaining ATL Gold Support
   Project Size and Description: The City of Burbank Water Reclamation Plant (BWRP) is a tertiary wastewater treatment plant that currently treats 9 MGD. The BWRP Laboratory's analytical

capabilities include analysis of water and wastewater for permit compliance and process control purposes. Work is dictated by the needs of process control staff and the regulatory requirements for the NPDES, Clean Water Act (CWA) and the Regional Water Quality Control Board, and AQMD permits held by the City of Burbank. The BWRP Lab performs analyses for inorganic and microbial constituents of water and wastewater although wastewater is the primary matrix analyzed by the Laboratory.

ATL engineers implemented Sample Master® LIMS (Sample Tracking, Data Entry, Sample Scheduling, QA/QC, Electronic Data Transfer & Maintenance modules) as an on-premises deployment for 5 concurrent users at the BWRP Laboratory. In addition, the NPDES DMR Reporting Package and Barcoding Starter Package were implemented.

ATL's Professional Services included: the ATL Advantage Plan (Project Management Program), instrument integration (2 instruments), on-site and off-site consulting, report development, off-site customizations, testing and documentation, historical data migration (from previous Labworks LIMS), training for Administrators/End-users and ATL Gold Support. Lab personnel also attended LIMS Boot Camp in Pinehurst, NC.
Project Manager: Charles Hindbaugh **Engineers:** Dave Sloan, Dr. Tom Klinckman

2. **Organization: Carmel Area Wastewater District, CA** - *ELAP Certified*
    Website: www.cawd.org
    Contact: Raymond De Ocampo, Environmental Compliance Supervisor
    Phone: (831) 257-0429 / (831) 624-1249 ext. 249 or 234 **Email:** DeOcampo@cawd.org
    Service Dates: 3/2014 – to present, maintaining ATL Gold Support

Project Size and Description: The Award-winning Laboratory staff at the Carmel Area Wastewater District are responsible for the sampling, collection, monitoring, analyzing, and reporting of the quality of the wastewater treatment process and the NPDES. Laboratory personnel prepare reports to be submitted to the CA Regional Water Quality Control Board, the CA Dept. of Public Health (CDPH) and the EPA. In addition, Carmel Area Wastewater District is the lead agency for the Central Coast Long Term Environmental Assessment Network (CCLEAN), which is funded by four municipal dischargers and an industrial discharger, under direction from the State of California Central Coast Regional Water Quality Control Board. Based upon a consensus-building approach, the program is designed to satisfy regulatory requirements, as well as to document the status and trends of important water quality indicators in the Monterey Bay waters.

ATL engineers implemented Sample Master® LIMS (Sample Tracking, Data Entry, Sample Scheduling, QA/QC, Electronic Data Transfer & Maintenance modules) at the Carmel Area Wastewater District Laboratory as an on-premises deployment for 5 concurrent users.

ATL's Professional Services included the ATL Advantage Plan (Project Management Program), implementing the NPDES DMR Reporting Package, instrument integration, customizations, testing and documentation, training for Administrators/End-users and ATL Gold Support. Lab personnel also attended LIMS Boot Camp in Pinehurst, NC.
Project Manager: Dr. Tom Klinckman **Engineer:** Dave Sloan

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3. **Organization: Inland Empire Utilities Agency** - *ELAP Certified*
   Website: https://www.ieua.org/
   Address: 6075 Kimball Ave., Chino, CA 91708
   Contact: Sushmitha Reddy, Manager of Laboratories
   Phone: (909) 993-1813 **Email:** sreddy@ieua.org
   Service Dates: 1/2003 – to present, maintaining ATL Gold Support
   Project Size and Description: The Inland Empire Utilities Agency Water Quality Laboratory supports the analytical needs of the Agency's five wastewater reclamation plants and the Groundwater Recharge Program with approximately 18,000 samples collected and 64,000 various tests conducted each year. The Laboratory supports NPDES and California Division of Drinking Water permit compliance monitoring, as well as industrial and domestic wastewater discharge monitoring for the Agency's Pre-Treatment and Source Control Department.

   ATL engineers implemented Sample Master® LIMS (Sample Tracking, Data Entry, Sample Scheduling, QA/QC, Electronic Data Transfer, Resource Management, Chemical Inventory & Maintenance modules) as an on-premises deployment for an unlimited amount of users.

   ATL's Professional Services included: the ATL Advantage Plan (Project Management Program), instrument integration (6 instruments), bar coding, on-site and off-site consulting, report development, off-site customizations, testing and documentation, training for Administrators/End- users and ATL Gold Support. Lab personnel also attended LIMS Boot Camp in Pinehurst, NC.

4. **Organization: City of Pasadena Water & Power Department** - *ELAP Certified*
   Website: https://pwp.cityofpasadena.net/watersafetyquality/
   Contact: Amy George, Principal Chemist
   Phone: (626) 744-7954   **Email:** ageorge@cityofpasadena.net
   Service Dates: 3/2021– to present, maintaining ATL Gold Support
   Project Size and Description: The City of Pasadena Water & Power Department (PWP) operates a community water system and has an in-house Water Quality Laboratory (WQL). The PWP WQL is operated to comply with federal and state Safe Drinking Water Act regulations and also provides treatment process control. PWP's team monitors daily (including weekends and holidays), drawing samples from 300 locations to test for more than 170 elements to ensure the high standards are maintained.

   ATL engineers implemented Sample Master® LIMS (Sample Tracking, Data Entry, Sample Scheduling, QA/QC, Electronic Data Transfer, Resource Management & Maintenance modules) with ExcelExpress as a SaaS Standard Hosted deployment for 5 named users. Also, implementation of ATL's Barcode Starter Package and Result Point® web portal.

   ATL's Professional Services will include: the ATL Advantage Plan (Project Management Program), instrument integration (Agilent 6850 GC-MS), on-site and off-site consulting, report development, off-site customizations, testing and documentation, training for Administrators/End-users and ATL Gold Support.
   Project Manager: Corinne Wetherby **Engineers:** Dr. Tom Klinckman, Dave Sloan
   Sales Account Manager: Dr. Rick Danielson

5. **Organization: San Jose Water** - *ELAP Certified*
   Website: https://www.sjwater.com/
   Contact: Francois Rodigari, Director of Water Quality and Environmental Services
   Phone: (408) 279-7967   **Email:** francois.rodigari@sjwater.com
   Service Dates: 11/2019 – Present, maintaining Gold Support
   Project Size and Description: Founded in 1866, San Jose Water (SJW) is an investor owned public utility, and one of the largest and most technically sophisticated urban water systems in the United States. San Jose Water serves over 1 million people in the greater San Jose metropolitan area with high quality, life sustaining water with an emphasis on exceptional customer service. SJW also provides services to other utilities including operations and maintenance, billing, and backflow testing.

   ATL engineers implemented Sample Master® (Sample Tracking, Data Entry, Sample Scheduling, QA/QC, Electronic Data Transfer, Chemical Inventory, Resource Management, Customer Relationship Management & Maintenance modules) as a SaaS Basic Hosted deployment for 5 users. Sample Master® iMobile for 2 users, a Barcode Starter Package and Monitor Plus Package were also implemented at the SJW Laboratory.

   ATL's Professional Services included: the ATL Advantage Plan (Project Management Program), a LIMS Needs Assessment, on-site and off-site consulting, off-site customizations (Drinking Water Division EDD, environmental database interface and iMobile customization), testing and documentation, on-site and remote training for Administrators/End-users and ATL Gold Support.
   Project Manager: Charles Hindbaugh   **Engineers:** Dr. Tom Klinckman, Dave Sloan
   Sales Account Manager: Dr. Rick Danielson

d. Present the experience of any sub-consultants in the same manner.
ATL is not utilizing any sub-consultants for this project.

e. Provide evidence of the experience and competence of the Consultant's team proposed to work on the Authority's WQ Lab LIMS Project.

ATL's 40+ employees have extensive experience in LIMS setup, implementation, project management, database conversion, database administration, system validation, instrument integration, training, and support. Our employees are subject matter experts in the fields of chemistry, computer science, microbiology, laboratory management, software development, and water and wastewater, with various degrees ranging from AS, BS, MS, MSc to PhD and also PMP and Microsoft certifications. No subconsultants shall be utilized for this project.
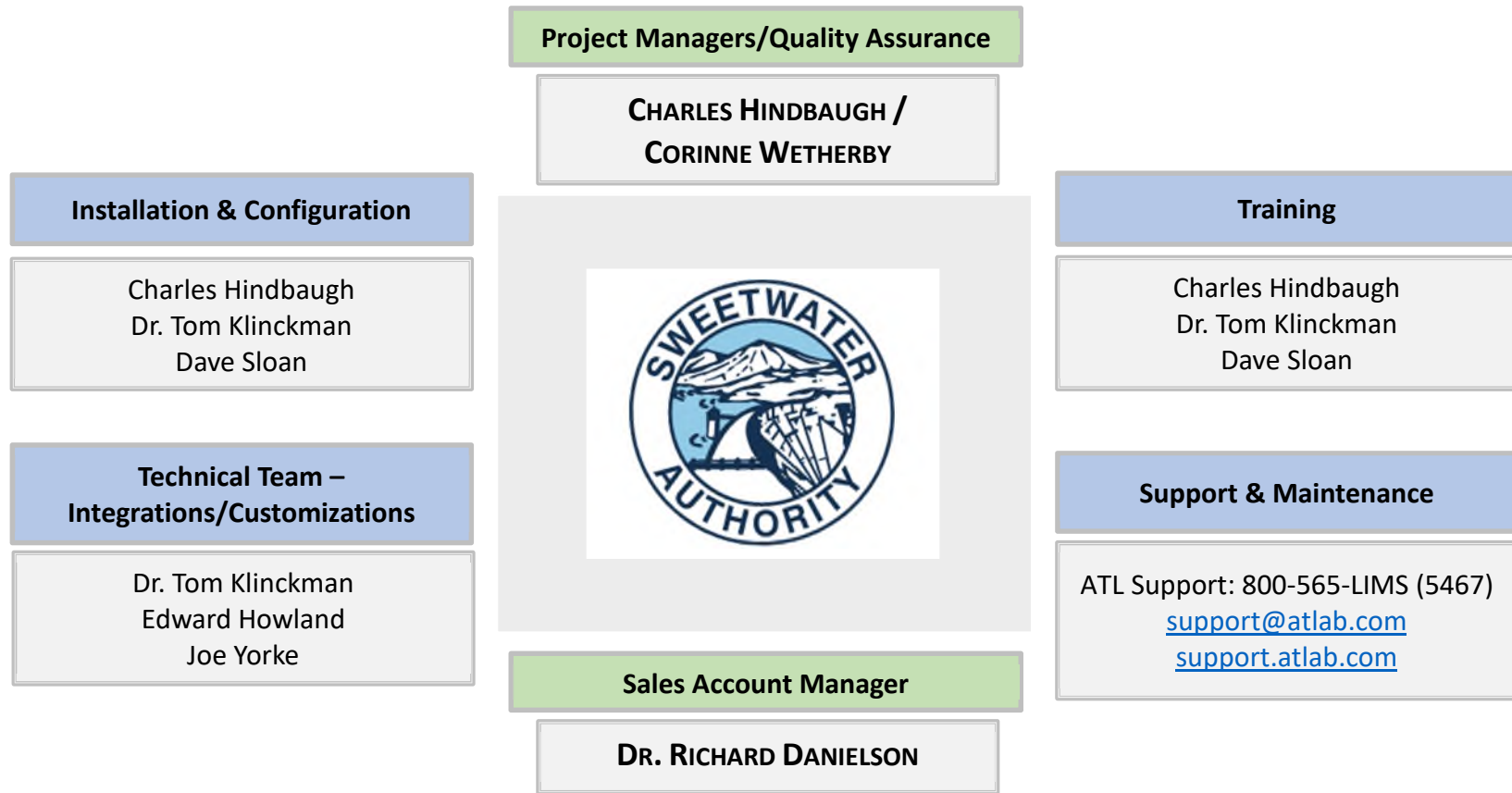
Please see ATL Project Team Bios provided in Section 5.

5. Consultant's Organization and Key Personnel:

Provide an organizational chart showing the relationship and titles of key personnel. Describe proposed Consultant's organization, including identification and responsibilities of key personnel and sub-consultants. For each of the key personnel, identify their main work location. Identify the Project Manager who will be responsible for the direct supervision and coordination of all work activities.

SAMPLE MASTER®

ATL PROJECT TEAM CHART FOR THE
SWEETWATER AUTHORITY WATER QUALITY LABORATORY LIMS PROJECT

Project Managers/Quality Assurance

CHARLES HINDBAUGH /
CORINNE WETHERBY

Installation & Configuration

Charles Hindbaugh
Dr. Tom Klinckman
Dave Sloan

Training

Charles Hindbaugh
Dr. Tom Klinckman
Dave Sloan

Technical Team –
Integrations/Customizations

Dr. Tom Klinckman
Edward Howland
Joe Yorke

Support & Maintenance

ATL Support: 800-565-LIMS (5467)
support@atlab.com
support.atlab.com

Sales Account Manager

DR. RICHARD DANIELSON

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Project Management

Charles Hindbaugh,
Sr. Project Manager/
Certified Trainer

AUTHORITY WQL LIMS
PROJECT MANAGER

Mr. Hindbaugh received his **B.S**. in Biochemistry and Toxicology from Eastern Michigan University.

He has worked as a Chemist, Quality Manager and Laboratory Manager with expertise in the following areas: Knowledgeable with NELAP/NELAC, and A2LA using ISO/IEC 17025, as well as scheduling work and employees. He is proficient in wet chemistry and metals analysis, qualified in organic analysis, sample collection, managing and maintaining a LIMS database. He also has experience in preparing and analyzing samples in wet chemistry and metals, using FLAA, GFAA, ICP, Cold Vapor Mercury, GC, and GC/MS.

Mr. Hindbaugh has 17 years' experience with ATL's LIMS solutions.

Mr. Hindbaugh will serve as Project Manager and be responsible for the direct supervision and coordination of all work activities.

As Project Manager, Mr. Hindbaugh manages project activity, coordinates with ATL's implementation resources, reports progress and status, tracks events, and function as the client's liaison to ATL. Mr. Hindbaugh is a Certified ATL Trainer.

Mr. Hindbaugh's main work location is ATL headquarters in West End, NC.

Corinne Wetherby,
Project Manager

Ms. Wetherby received her **B.A.** in General Anthropology from North Carolina State University.

Ms. Wetherby has over 8 years of experience in management. Her experience includes: streamlining operational efficiencies by coordinating staff development and planning; maximizing customer satisfaction and improving profitability; strategizing long-term business needs while generating guest relations feedback for process improvements; and monitoring supplier operations to verify quality, delivery schedule, and conformance to contract specifications. Ms. Wetherby is a capable leader and strategic planner, detail-oriented, and excels at written, oral, and interpersonal communications.

Ms. Wetherby has 1 year of experience with ATL's LIMS solutions.

Ms. Wetherby will serve as an Assistant Project Manager and assist Mr. Hindbaugh with project management tasks.

Ms. Wetherby's main work location is ATL headquarters in West End, NC.

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**Dave Sloan,
Sr. Implementation Engineer/
Certified Trainer**

Mr. Sloan received his **B.S.** in Food Science with a Concentration in Chemistry from Michigan State University and General Studies from University of Melbourne.

Mr. Sloan has a total of 9 years of laboratory experience in three different industries. He has on site experience in multiple industries, including food manufacturing and food safety. He also has extensive experience in research and development of adhesive and sealants, torque reduction lubricants and sound damping with in the automotive industry. Internal quality control methods, manufacturing and up scaling experience. Mr. Sloan has served as the LIMS Administrator in a commercial laboratory that performed contract testing such as water, wastewater and soil testing.

Mr. Sloan has 15 years' experience with ATL LIMS solutions. He has participated in over 100 LIMS implementations.

As a Sr. Implementation Engineer at ATL, he is responsible for assisting in the configuration of ATL LIMS Solutions and working with end-users (in specification creation, training and providing overall implementation and project support). Mr. Sloan is a Certified ATL Trainer.

Mr. Sloan's main work location is ATL headquarters in West End, NC.

**Thomas Klinckman,
Ph.D.,
Sr. Solution Architect/
Systems Engineer**

Dr. Klinckman has a **Ph.D.** in Computational Chemistry from the University of Memphis, and a **B.S.** in Chemistry from Austin Peay State University.

Dr. Klinckman has over 20 years of experience in laboratory operations, automation and ATL LIMS solutions. He has worked as an Environmental Scientist and Laboratory Manager and has written numerous publications for the laboratory industry. As a laboratory manager his duties included: managing employees, QA/QC, backup analyst for all analyses, validating all data before leaving the laboratory, Sample Master® LIMS database administrator, basic programming, budgeting, customer relations, new business, develop methods, writing and review SOPs, analyzing meteorological data, fitness for duty testing, along with maintenance, repair and replacement of instrumentation.

Dr. Klinckman has 14 years' experience with ATL LIMS solutions. He has participated in over 100 LIMS implementations.

As Solution Architect / Systems Engineer at ATL, he is responsible for assisting in the configuration of ATL LIMS Solutions and working with end-users (in product customization, training and providing overall implementation support). Dr. Klinckman is a Certified ATL Trainer.

Dr. Klinckman's main work location is Franklin, TN.

**Ed Howland,
Implementation
Engineer**

Mr. Howland received a **B.S.** in Computer Information Systems from DeVry University, and a **B.S.** in Database Administration from the University of Phoenix. He also holds an **A.S.** in Business Administration from McHenry County College.

Mr. Howland's background is in Laboratory Information Management Systems. For more than 12 years he served as the LIMS Administrator at the North Texas Municipal Water District. His expertise includes training staff, providing IT support, verifying EPA compliance, designing/modifying Crystal Reports, writing/enforcing Standard Operating Procedures (SOPs) and instrument integration.

Mr. Howland has 3 years' experience with ATL LIMS solutions.

As an Implementation Engineer at ATL, he is responsible for assisting in the configuration of ATL LIMS Solutions and working with end-users (in specification creation, training and providing overall implementation and project support).

Mr. Howland's main work location is Colony, TX.

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**Joe Yorke,
Support/
Implementation
Engineer**

Mr. Yorke holds a **B.S**. in Biology from George Mason University.

Previously, Mr. Yorke worked as a Laboratory Analyst, Plant Operator, Systems Administrator, and a LIMS Administrator in the Water industry. He has over 20 years of experience in water quality laboratory operations and laboratory automation.

For 14 years, Mr. Yorke served as the LIMS Administrator at Fairfax Water, Virginia's largest water utility and one of the 25 largest water utilities in the country. His responsibilities included training staff, providing IT support, troubleshooting laboratory systems, designing/modifying MS Access functions, forms, and reports.

Mr. Yorke has 15 years' experience with ATL LIMS solutions.

As Support/Implementation Engineer at ATL, Mr. Yorke is responsible for assisting in the configuration of ATL LIMS Solutions and working with end-users (in specification creation, training and providing overall implementation and project support).

Mr. Yorke's main work location is Woodbridge, VA.

Sales Account Management

**Richard Danielson,
Ph.D.,
Sales Account
Manager**

Dr. Richard Danielson holds a **B.S.** in Biology and Chemistry from the University of San Diego; a **M.S.** in Microbiology from California State University, Fullerton; and, a **Ph.D.** as an Environmental and Public Health Microbiologist from the University of California, Berkeley, School of Public Health.

Dr. Danielson has been the Laboratory Director of IEH-BioVir Laboratories for more than 22 years. As the Laboratory Director of a State Accredited and ISO Certified lab, Dr. Danielson has extensive experience in laboratory operations and the need for producing legally defensible data, as well as, cultivating and maintaining relationships with long-term clients who rely on trusted service. Prior to working at IEH-BioVir, he served as the Chief of the Environmental Microbial Diseases Section (EMDS) of the Microbial Disease Laboratory (MDL) in the California Department of Health Services, as well as, a US FDA certified Laboratory Evaluation Officer (LEO). His experience includes water and wastewater utilities, state and federal regulatory agencies, the Department of Defense; and, method validation for the US EPA.

Dr. Danielson has 17 years' experience with ATL's LIMS solutions product line.

As Sales Account Manager, Dr. Danielson participates in the sales of the ATL LIMS product lines, shows potential customers how our LIMS will meet their needs, and builds and maintains a close relationship with customers and project management of key accounts. He also routinely assists with: Needs Assessments and pre-installation Gap Analysis.

Dr. Danielson's main work location is Oceanside, CA.

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7. *Exceptions to the RFP:*

The proposer shall certify that it takes no exceptions to this RFP, including but not limited to the Authority's Professional Services Agreement (Agreement), as attached in Exhibit D. If the respondent does take exception(s) to any portion of the RFP or Agreement, the specific portion of the RFP or Agreement to which exception(s) is taken shall be identified and proposed alternative language shall be provided and explained in the proposal.

ATL takes no exceptions to this RFP nor the Authority's Professional Services Agreement, Exhibit D.

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APPENDICES

MASTER SOFTWARE & SERVICES AGREEMENT

This Master Software and Services Agreement, (this "**Agreement**") is made and entered into as of the date of the last signature below (the "**Effective Date**") by and between ACCELERATED TECHNOLOGY LABORATORIES ("**ATL**"), a Delaware company, having its principal place of business at 496 Holly Grove School Rd., West End, North Carolina 27376 and, Business Name., a Business State. entity, having its principal place of business at Business Address.. ("**Client**,")

1. SOFTWARE

1.1 Delivery. Promptly after acceptance of each Quote, whether by Customer's execution of the Quote or evidenced by Customer's submission to ATL of a purchase order referencing the Quote, ATL shall provide the applicable Software, related documentation, and enumerated license keys to Customer as set forth on such Quote. Upon such shipment of the Software, ATL (or its authorized reseller) shall invoice Customer the Software fees set forth on the respective Quote.

1.2 Equipment. ATL shall not be responsible for any computer equipment and operating software required to use the Software, or for such equipment and operating software conforming to the minimum configuration requirements specified in the documentation provided to Customer by ATL.

1.3 Escrow. ATL has deposited at InnovaSafe, Inc. a copy of the Source Code form of the Software, including related documentation (but excluding Third Party Software), pursuant to its InnovaSafe Escrow Agreement. Upon written request from Customer, ATL will provide Customer with a copy of such agreement. During the Maintenance Term, Customer may be, at its option and expense, a beneficiary under such agreement, provided that in the event Customer fails to purchase or renew the annual Maintenance & Support Services, ATL may, in its sole discretion, remove Customer as a beneficiary.

2. SERVICES

2.1 Maintenance & Support Services. In consideration of the Maintenance & Support Services fees and Customer's use of the Software in accordance with the Agreement, ATL shall perform the Maintenance & Support Services for Customer. ATL (or its authorized reseller) shall invoice Customer the Maintenance & Support Services fees set forth on each Quote upon shipment of the Software and ninety (90) days prior to any renewal thereof. The Maintenance Term shall automatically renew for successive one (1) year periods, unless either Party provides to the other Party written notice of its intention to terminate at least sixty (60) days prior to the expiration. Failure by Customer to make payment of ATL's renewal invoice in such time-period shall be deemed intention to terminate. If Customer terminates Maintenance & Support Services, Customer may reinstate such Services on a limited basis at a later date upon payment of the amount that the Customer would have paid had there been no lapse in such Services plus a 10% reinstatement fee. Customer may only purchase or terminate Maintenance & Support Services for the aggregate number of concurrent or specified named users as set forth on all Quotes, if applicable. Each Party acknowledges that Maintenance & Support Services shall at least cover each version of the Software for a period of two (2)

years following its official ATL quality release, but may not cover previous versions.

2.2 Professional Services. In consideration of the Professional Services fees, ATL shall perform the Professional Services for Customer as described in each SOW. Customer acknowledges that any milestone dates established in the SOW are good faith estimates only and that accomplishment of any milestone dates is dependent on Customer's timely performance of its obligations under an applicable SOW as well as factors outside the control of either Party. Unless otherwise set forth in an SOW or Quote, ATL (or its authorized reseller) shall invoice Customer on a semi-monthly basis for the Professional Services fees set forth on each Quote and other expenses incurred in the performance of Professional Services. Customer may terminate Professional Services upon thirty (30) days prior written notice to ATL. In such event, Customer shall pay ATL, in accordance with the terms and conditions hereunder, for all Professional Services completed on a time and materials basis up to the effective date of termination, including for all contractual commitments and resource allocations made by ATL prior to the notice of termination.

2.3 Fees/Rates. Services fees or rates shall be as set forth on each Quote for the duration of the Professional Services set forth in an applicable SOW and of the annual period of Maintenance & Support Services set forth on such Quote. Thereafter, such fees or rates may be prospectively adjusted by ATL, but shall in no event exceed ATL's prevailing, published list fees, rates, or adjustments for such Services.

2.4 Insurance. ATL agrees to maintain worker's compensation coverage, as applicable, combined single limit automobile liability coverage of one million U.S. dollars ($1,000,000), commercial general liability coverage of one million U.S. dollars ($1,000,000) each occurrence and two million U.S. dollars ($2,000,000) in the aggregate, and umbrella liability coverage of two million U.S. dollars ($2,000,000) for the duration of the Professional Services delivered under an applicable SOW.

2.5 Change Control & Acceptance. The Parties shall follow ATL's change control and acceptance procedures as may be further detailed in an SOW. If no such procedures are detailed in the SOW, then the following procedure shall apply: Any change to scope of the Professional Services, the required Deliverables, or any other aspect of the Project shall be timely requested, in writing, by Customer. ATL shall respond, in writing, with (i) requests for more information, (ii) a proposal describing the fee and schedule impact of implementing the requested change or any portion thereof, including a supplemental Quote, and/or (iii) a rejection of the change request. Unless specified otherwise on

Accelerated Technologies Laboratories, LLC Premise Software and Services Agreement
CONFIDENTIAL AND PROPRIETARY -- UNAUTHORIZED REPRODUCTION OR DISTRIBUTION PROHIBITED

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its face, any proposal pursuant to subsection (ii) above shall be good for ten (10) business days, during which time Customer may indicate its acceptance of such proposal by executing it or by submitting a purchase order referencing such proposal and/or Quote. ATL is under no obligation to proceed with making the change until the Parties have agreed on the cost and schedule impact, as well as the specifications for the revised Software or other Deliverables. Customer is aware that certain changes in the scope of Professional Services or any changes to an accepted Deliverable may result in additional Professional Services fees.

2.6 Project Leader. Customer will designate a sufficiently senior, skilled, and authorized Project leader within its internal Project team to be responsible for facilitating communication, resolving issues, and arranging for ATL access to Customer Content, personnel, equipment, offices, and other Customer resources necessary for ATL's performance of the Agreement. Customer acknowledges and agrees that ATL's performance under the Agreement is dependent on such access. Customer may at any time designate a replacement or successor Project leader by providing timely written notice to ATL.

2.7 Non-Exclusive. Customer acknowledges that ATL's personnel performing the Services may be employees or subcontractors of ATL or its affiliates. Subject to any applicable confidentiality obligations, such personnel may provide similar services or deliverables from time to time to other customers of ATL using their skill, knowledge, experience, and know-how, including those gained in the course of performing the Services.

3. INTELLECTUAL PROPERTY

3.1 Confidential Information. Each Party acknowledges that during the performance of the Agreement it will have access to certain non-public information of the disclosing Party that is designated as confidential or proprietary and that derives independent value from not being generally known to the public, or of third parties that the disclosing Party is required to maintain as confidential (collectively "Confidential Information"). Such information shall be treated as Confidential Information under this Agreement, and, as applicable, under the NDA, whichever as applied to such information offers greater protection. The recipient of Confidential Information shall not disclose such information outside of recipient, except as permitted herein in the performance of Services, and shall keep such information confidential using the same degree of care, but never less than a reasonable degree of care, as the recipient uses to protect its own Confidential Information of a like nature. Customer's Confidential Information shall include the Customer Content. ATL's Confidential Information shall include the terms and conditions of the Agreement and the Technology (in any form or media, including Source Code).

3.2 Ownership. As between ATL and Customer, Customer owns all right, title, and interest to the Customer Content, and ATL or its licensors own all right, title, and interest to the Technology. Accordingly, Customer assigns and transfers to ATL all ownership and Intellectual Property Rights in the Technology. Customer agrees to execute any instruments and to do all things reasonably requested by ATL to vest ATL with all ownership and Intellectual Property Rights in the Technology.

3.3 License. Subject to the terms and conditions contained in the Agreement, and further subject to any license agreements to Third Party Software (as may appear on the Software media or the install of the Software), ATL hereby grants to Customer, and Customer hereby accepts, a personal, nonexclusive, non-transferable, non-sublicensable right and license for Customer's Internal Business Purposes only (i) to install the Technology on that number of servers at the installation address(es) as set forth on the applicable Quote, and (ii) for each concurrent or specified named user as set forth on the applicable Quote (or, if a site license, for all uses at the specified site) to use the Technology in accordance with its documentation. ATL agrees that the license grant shall entitle Customer to allow third party consultants, auditors and service providers to access and use the Technology for the sole purpose of providing services to Customer, subject to the confidentiality provisions, license restrictions and user limitations. The Customer acknowledges that the use of an intermediate user interface, portal, or page to aggregate data, information, or actions from multiple individuals or users into the Technology shall not be treated as a single named or concurrent user under the Agreement, but the number of individuals or concurrent users accessing such interface or providing such data or information shall each be deemed a separate named or concurrent user under this Agreement, as the case may be. Customer grants to ATL and its agents during the term of any applicable Services, the non-exclusive right and license to use, reproduce, modify, and create derivative works of the Customer Content solely in connection with the Agreement.

3.4 Back-Up Copy. Customer may create one (1) copy of the Technology for back-up and archival purposes only, and for no other purpose whatsoever, provided Customer affix notice of ATL's or its licensors' applicable copyright in such copy.

3.5 Restrictions. Any rights not expressly granted by a Party are reserved by such Party, and all other implied licenses are disclaimed. Each Party shall not exceed the scope of the licenses granted. Except as otherwise expressly provided, Customer shall not modify, create derivative works of, sublicense, market, copy, co-brand, private label, publish, publicly display, grant third parties the right to use, frame or link to any Technology. Except for its Internal Business Purpose, Customer shall not use any Technology in any manner to provide service bureau or time-sharing services to third parties or for the benefit of third parties. Customer shall not reverse engineer, decompile, translate, adapt or disassemble, or in any way attempt to reconstruct or discover any Source Code of any Technology by any means whatsoever. Customer may not use any Third Party Software except as part of the Software. Customer shall not bypass or disable any protections put in place by ATL or its licensors against unlicensed use of the Technology. Customer shall not remove any proprietary trademark or copyright notice

incorporated in, marked on or affixed to any Technology by ATL or its licensors. Customer shall not cause or permit any third party to do any of the foregoing. Customer agrees to notify ATL immediately of any unauthorized use of any Technology.

3.6 Restricted Rights. If Customer is directly or indirectly acquiring the Technology on behalf of the U.S. Government, the Technology is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense, contains confidential information and trade secrets of ATL and its licensors, and is subject to "Restricted Rights" as that term is defined in the U.S. Federal Acquisition Regulations. Manufacturer is: Accelerated Technology Laboratories, LLC, 496 Holly Grove School Road, West End, NC 27276, USA.

3.7 Export Controls. Customer agrees to adhere to all applicable laws, regulations and rules relating to the export of technical data and shall not export or reexport the Technology to any proscribed country (or national or resident of such country) listed in such applicable laws, regulations and rules unless properly authorized. Customer shall cooperate with ATL consistent with such laws, rules, and regulations.

3.8 Inspection/Audit. Upon reasonable prior notice from ATL, Customer shall provide to ATL and its reasonably designated representatives access to (i) any facility or part of a facility in which the Technology is being used, (ii) any personnel using the Technology, and/or (iii) any data or records relating to the Technology or the Agreement for the purpose of verifying compliance with the Agreement.

4. PAYMENT

4.1 Payment Terms; Taxes. ATL shall provide invoices to Customer via email and/or mail. Customer shall pay all invoiced amounts to ATL within thirty (30) days from the date of invoice. All fees set forth on each Quote exclude all sales, use, value added, or similar federal, state, local or foreign tax, related to the Agreement. Customer shall be responsible for, and agrees to pay, for all such taxes, other than taxes based on ATL's net income, whether set forth on an invoice or otherwise. Customer hereby acknowl-edges that no purchase order is required for timely payment of its obligations hereunder. Upon request by ATL, Customer shall issue ATL a purchase order for the Software and/or Services within ten (10) business days.

4.2 Late Payments. In addition to any other rights of ATL hereunder, ATL may charge Customer interest on the outstanding balance of any overdue fees, charges or expenses at a rate equal to one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower. Customer shall reimburse ATL for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. In addition to ATL's rights under Section 7.3 hereof, ATL's obligations, and Customer's rights and licenses are subject to the Customer's timely payment of all fees hereunder.

5. WARRANTIES & COVENANTS

5.1 Compliance With Laws. Each Party warrants to the other Party that its performance under the Agreement will not be in violation of any applicable law, rule, or regulation in any material respect, and that it has all rights necessary to grant the other Party the rights set forth in the Agreement.

5.2 Software. For the longer of ninety (90) days following the Effective Date, or sixty (60) days following such Software being delivered, installed or otherwise made available to Customer, ATL warrants that the shipped version of the Software shall substantially comply with the specifications in its documentation under normal use on the minimum configuration, provided that there are no modifications or other changes to the Software not made or authorized in writing by ATL. Upon receipt of notice of a defect during such period, ATL shall, at ATL's expense and as Customer's sole remedy, use commercially reasonable efforts to correct or replace the defective Software.

5.3 Services. ATL warrants that the Services will be provided through the use of reasonable care and in a professional and workmanlike manner.

5.4 Non-Solicitation. Each Party agrees that it will not solicit the employment or consultancy of, offer employment or consultancy to, or otherwise hire or contract any employee of the other Party it is introduced to or becomes aware of in connection with the Professional Services during the Project Term and for two (2) years thereafter.

5.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 5, THE TECHNOLOGY AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE, MERCHANTABILITY, NON-INFRINGEMENT AND SYSTEM INTEGRATION.

5.5.1 ANY USE OF THE TECHNOLOGY OR CUSTOMER CONTENT BY CUSTOMER IS AT SUCH CUSTOMER'S OWN RISK. ATL DOES NOT WARRANT THAT THE OPERATION OF THE TECHNOLOGY OR CUSTOMER CON-TENT SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS SHALL OR CAN BE CORRECTED.

5.5.2 IF THE EXCLUSIONS SET FORTH IN THIS SECTION 5.5 ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNEN-FORCEABLE, THEN ALL EXPRESS AND IM-PLIED WARRANTIES AND CONDITIONS SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE EFFECTIVE DATE, AND NO WARRANTIES OR CONDITIONS SHALL APPLY AFTER THAT PERIOD.

6. INDEMNIFICATION & LIMITS OF LIABILITY

6.1 Customer Indemnification. Customer agrees to defend, indemnify and hold harmless ATL, its affiliates, and their respective licensors, directors, officers, employees, agents, successors, and assignees from and against any and all Losses incurred or asserted by any third party arising out of (i) the gross

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negligence or intentional misconduct of Customer, or its employees and agents; (ii) use of the Technology by Customer, or its employees and agents, not in accordance with this Agreement; and/or (iii) assertions that the Customer Content infringes such third party's U.S. Intellectual Property Rights.

6.2 ATL Indemnification. ATL agrees to defend, indemnify and hold harmless Customer, its affiliates, and their respective directors, officers, employees, agents, successors, and assignees from and against any and all Losses incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of ATL, or its affiliates, employees and agents; (ii) use of the Customer Content by ATL, or its employees and agents, not in accordance with this Agreement; and/or (iii) assertions that the Technology infringes such third party's U.S. Intellectual Property Rights.

6.3 Exceptions. ATL's indemnity obligation shall not extend to any claims (i) if the Technology is modified by any party other than ATL, (ii) arising out of or related to a combination of the Technology with hardware or software not provided by ATL, (iii) if Customer refuses, after express notice from ATL, to use the most-current version of the Technology in place of the earlier version, (iv) if Customer fails to promptly notify ATL of the claim, (v) if Customer fails to promptly give ATL sole control over the defense and settlement of the claim, and/or (vi) if Customer fails to promptly provide ATL reasonable cooperation (including furnishing all related evidence) in such defense or settlement.

6.4 Injunction. In the event of actual or alleged infringement or injunction, ATL shall have the right at its expense and option, and as Customer's sole and exclusive remedy, to: (i) procure for Customer the right to continue using the Technology; (ii) modify or replace the Technology with compatible, functionally equivalent, non-infringing component(s); or (iii) terminate the Agreement without any liability, remove the Technology from Customer, and refund to Customer a pro-rata portion of the Software fees paid by Customer based on a straight-line depreciation over three (3) years from the effected Software was first delivered, installed or otherwise made available to Customer, whichever is longer. This subsection shall be Customer's sole and exclusive remedy for Intellectual Property Rights infringement.

6.5 Limitation of Liability. NEITHER PARTY, THEIR AFFILIATES, NOR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) OR FOR ANY LOSSES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) OTHER THAN DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SUBJECT MATTER HEREOF. ATLS', ITS AFFILIATES', AND ITS LICENSORS' TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED:

(i) IF THE PRIMARY CAUSE OF ACTION RELATES TO THE SOFTWARE, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, THE SOFTWARE FEES PAID TO ATL UNDER THE APPLICABLE QUOTE FOR THE RESPECTIVE SOFTWARE;

(ii) IF THE PRIMARY CAUSE OF ACTION RELATES TO PROFESSIONAL SERVICES, AN SOW, OR DELIVERABLES, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, THE PROFESSIONAL SERVICES FEES PAID TO ATL UNDER THE APPLICABLE QUOTE FOR THE RESPECTIVE SOW;

(iii) IF THE PRIMARY CAUSE OF ACTION RELATES TO MAINTENANCE & SUPPORT SERVICES, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, THE MAINTENANCE & SUPPORT SERVICES FEES PAID TO ATL. WITHIN THE PRECEDING SIX (6) MONTHS; OR

(iv) FOR ANY OTHER PRIMARY CAUSE OF ACTION, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, ONE THOUSAND DOLLARS (S1,000).

7. **TERMINATION**

7.1 Termination for Cause. A Party may terminate the Agreement on thirty (30) days' (ten (10) days' for failure to make any payments due hereunder) prior written notice if the other Party (i) has committed a material breach of the Agreement and has failed, after thirty (30) day notice thereof, to cure such material breach within such notice period, or (ii) should become insolvent, file a voluntary petition in bankruptcy, be adjudicated a bankrupt, have a receiver appointed for the operation of its business, or make a material liquidation of assets. The termination right under clause (i) above may also be exercised with respect to any Services to which such material breach relates. ATL may immediately terminate the Agreement upon written notice to Customer if Customer has committed a breach of Article 3 (Intellectual Property) of the Agreement.

7.2 Termination for Convenience. Either party may terminate this Agreement, for any or no reason, on ninety (90) days prior written notice to the other Party.

7.3 Effect of Termination. Upon termination of the Agreement for any reason, each Party shall immediately return to the other Party or destroy (at the other Party's option) any property belonging to the other Party that is in its possession or control (including Confidential Information). Notwithstanding anything to the contrary in the Agreement, upon termination by ATL pursuant to Section 7.1 or by Customer pursuant to Section 7.2, any unpaid fees owed by Customer hereunder immediately shall be due and payable and all rights and licenses granted to Customer hereunder immediately shall cease to exist.

7.4 Survival of Provisions. The Parties acknowledge and agree that Article 3 (Intellectual Property), Article 4 (Payment), Section 6.5 (Limitation of Liability), Article 7 (Termination), and Article 8 (General) shall survive termination of the Agreement.

8. **GENERAL PROVISIONS**

8.1 Force Majeure. Neither Party will be deemed in default of the Agreement to the extent that performance of its obligations (other than payment of money) or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such Party, including any act of God (i.e.,

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fire, earthquake, natural disaster), act of government (i.e., war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such Party, provided that such Party gives the other Party prompt written notice thereof. Any delays caused by Customer which impact costs associated with any Professional Services will result in additional Professional Services fees.

8.2 **Exclusive Jurisdiction and Venue**. Any action of any kind by any party against another party arising pursuant to this Agreement may only be brought exclusively in courts of competent jurisdiction of **Moore County, State of North Carolina**, and the parties hereby submit to the exclusive jurisdiction and venue of such courts for such purposes.

8.3 **Equitable Relief**. Customer acknowledges and agrees that if it breaches the provisions of Article 4 (Intellectual Property) damages would be difficult if not impossible to ascertain. As a result of the immediate and irreparable damage and loss that may be caused to ATL for which it would have no adequate remedy, in addition to and without limiting any other remedy or right it may have, ATL shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction (without the need of posting a bond) enjoining any such breach.

8.4 **Assignment**. Customer may not assign or transfer the Agreement (or any right herein) without the prior written consent of ATL. ATL reserves the right to assign the Agreement. The Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assignees. In the event of a permitted assignment, the assigning Party shall provide written notice to the other Party.

8.5 **Counterparts**. The Agreement may be executed by facsimile or other electronic means, and in one or more counterparts, each of which shall be deemed to be an original, but all of which will together constitute one and the same Agreement. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. Customer agrees that any terms or conditions in a purchase order or other document issued by Customer to ATL regarding the Software or Services are void and of no force and effect. The headings in the Agreement are solely for convenience and in the event of an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as drafted in English without regard to any translations, and as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of the Agreement. If any provision in an SOW or Quote conflicts with the terms of the Agreement, the terms of the Agreement will control, unless the provision specifically refers to and expressly overrides the conflicting terms of the Agreement. In the event any provision in an SOW conflicts with any provision in the corresponding Quote, the provision(s) within the Quote shall prevail.

8.6 **Waiver**; **Amendments**. No failure of either Party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation hereunder shall constitute a waiver of the rights of such Party to demand full and exact compliance with the terms of the Agreement, The Agreement shall not be amended or modified, or any term or condition waived, except by written instrument that has been duly executed by the signature of an authorized representative of each Party. Each Party is hereby put on notice that any individual purporting to amend or modify this Agreement by conduct manifesting assent is not authorized to do so.

8.7 **Relationship of Parties**. Both Parties agree that they are independent entities. Nothing in the Agreement shall be construed to create a partnership, joint venture, fiduciary, or agency relationship between the Parties. Each Party is responsible for the supervision, management and direction of its own employees. Each Party is responsible for the payment of compensation to its employees and for any injury to them occurring in the course of their employment and neither Party shall be responsible for the supervision, management and direction of the employees of the other Party.

8.8 **Judicial Modifications**. THE PARTIES INTEND THAT THE AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN. In the event that any provision of the Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, it shall be enforced, modified, or replaced by another equivalent provision to the extent necessary to render it valid, legal and enforceable under the circumstances and to the extent consistent with applicable law, while reflecting as closely as possible the original intent of the Parties as expressed or implied therein. If, however, such enforcement, modification or replacement is not permissible under applicable law, then it shall be severed from the Agreement. The invalidity, illegality or unenforceability of the provision, or the enforcement, modification, replacement or severance thereof, as the case may be, shall not affect the validity, legality or enforceability of the other provisions of the Agreement, which shall remain in full force and effect.

8.9 **Notices**. All notices, requests and demands, other than invoices and routine communications under the Agreement, shall be in writing and shall be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile or email, or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of certified mail, return receipt requested, postage prepaid, and addressed to the contact person at the address set forth below the Party's signature. Either Party may from time to time change the individual(s) to receive notices under this Section and its address for notification purposes by giving the other prior written notice as provided in this Section of the new individual(s) and address and the date upon which the change will become effective.

9. **DEFINITIONS**

9.1 **"Customer Content"** shall mean the data, internal process designs and workflows, content, materials, formats, logos, materials, trademarks, and service marks (in any form, method

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or manner of expression or communication now known or hereinafter becomes known; whether or not tangible or intangible, or able to be protected by trade secret, patent, copyright, or trademark) provided by Customer to ATL for incorporation into the Technology or for use in connection with the Agreement, and all associated Intellectual Property Rights.

9.2 **"Deliverable(s)"** shall mean any and all software and computer programs (both executable code and Source Code versions), configurations, documentation, graphics, improvements, interfaces, inventions, materials, modifications, sounds, techniques, Third Party Software, tools, and other technology or works of authorship (in any form, method or manner of expression or communication now known or that hereinafter becomes known; whether or not tangible or intangible, or able to be protected by trade secret, patent, copyright, or trademark), and any work product comprising the same, conceived, created, delivered, developed, or reduced to practice in connection with the Services, and all associated Intellectual Property Rights.

9.3 **"Include"** and variations thereof shall mean "include without limitation" and "including without limitation."

9.4 **"Intellectual Property Rights"** shall mean any and all right, title, and interest, including patent applications, patents, (including reissues, continuations, divisions, continuations-in-part and extensions), trade secrets, copyrights, (including renewals, revivals, or extensions thereof, and any moral rights resulting there from), database rights, trademarks, service marks, or trade names, and any and all other intellectual property or proprietary rights recognized or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty.

9.5 **"Internal Business Purpose"** shall mean for the benefit of Customer as part of its internal processes or as part of the services it provides to its customers in the ordinary course of business, and not for resale or sublicense to third parties.

9.6 **"Losses"** shall mean any and all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

9.7 **"Maintenance & Support Services"** shall mean the maintenance and support of the Technology conducted by ATL, its agents or contractors, for Customer as further described on Exhibit A (Maintenance & Support Services), if applicable.

9.8 **"Maintenance Term"** shall mean, unless earlier terminated in accordance with the Agreement, the period set forth on each Quote with respect to the Maintenance & Support Services for particular Software, plus any renewals thereof.

9.9 **"Party" or "Parties"** shall mean, individually, Customer or ATL as the context requires and, collectively, both Customer and ATL.

9.10 **"Professional Services"** shall mean the consulting, configuration and other technical services conducted by ATL for Customer as described in a Statement of Work, if applicable.

9.11 **"Project"** shall mean the project mutually agreed to by the Parties in which Professional Services are conducted.

9.12 **"Project Term"** shall mean, unless earlier terminated in accordance with the Agreement, the period, as may be set forth in an SOW, in which Professional Services are being performed under the Agreement

9.13 **"Quote"** shall mean the agreement between ATL (or its authorized reseller) and Customer regarding the specific Software and/or Services (and applicable fees) to be provided to Customer subject to this Agreement (where applicable).

9.14 **"Services"** shall mean Professional Services and Maintenance & Support Services.

9.15 **"Software"** shall mean, if applicable, the object code version of the software and computer programs set forth on each Quote, the object code version of Third Party Software incorporated therein or provided there-with, and related documentation.

9.16 **"Source Code"** shall mean a computer program or software, as the case may be, (i) in human-readable, high-level language form which, when compiled or assembled, becomes the executable object code of such software program, (ii) related scripts, HTML, dynamic HTML, XML, and other interpreted language modules which encode processes, schemas, or formats, and (iii) programmer annotations, commentaries, and version control mechanisms relating to the foregoing.

9.17 **"Statement of Work"** or **"SOW"** shall mean, if applicable, a document (including email) in which the representatives of each Party mutually agree in writing to the specific professional services to be performed for the Project.

9.18 **"Technology"** shall mean the Software, Deliverables, and Updates, and derivative works thereof, along with associated Intellectual Property Rights, but excluding any Customer Content incorporated therein.

9.19 **"Third Party Software"** shall mean third party software provided to Customer with or incorporated in the Technology by ATL, its agents or contractors.

9.20 **"Updates"** shall mean maintenance releases, updates, enhancements, patches, bug fixes, and corrections of the Software periodically made available to ATL's customers purchasing Maintenance & Support Services, but does not include additional modules sold to ATL's customers at an additional cost and not licensed in a Quote.

-- **END OF DOCUMENT —**

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In consideration of the obligations, covenants, and agreements set forth below and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties have executed the Agreement effective as of the Effective Date. Any Non-Disclosure Agreement executed by the Parties (the **"NDA"),** Exhibit A (Maintenance & Support Services) attached hereto, each Quote (Software and Services Fees) executed by the Parties and each Statement of Work or SOW executed by the Parties are incorporated into the Agreement by reference and together herewith constitute the entire understanding of the Parties with respect to the subject matter hereof.

Each Party warrants that its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute the Agreement on behalf of such Party.

Accelerated Technology Laboratories, LLC		**(CLIENT)**	
By:		By	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Notice Contact:		**Notice Contact:**	
Attn:		Attn:	
Address:		Address:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

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Exhibit A
Maintenance & Support Services

</div>

1. Overview

ATL is dedicated to the success of our customers by providing timely responses to problems with ATL software products. ATL's highly skilled support engineers are well versed in ATL's software products. ATL's support services group is a global organization to ensure that support is available whenever it is needed. Maintenance services are subject to the ATL Support Website located at support.atlab.com.

2. Maintenance Service Levels

ATL BRONZE (5% of Software List Price) (1 Year from Anniversary Date) - Includes Technical Support Via a toll-free number (5 incidents/year), Remote Support, Access to Web Site User Support Area and Software Service Packs, LIMS Solutions Newsletter

ATL SILVER (10% of Software List Price) (1 Year from Anniversary Date) - Includes Technical Support Via a toll-free number (10 incidents/year), Remote Support, Access to Web Site User Support Area and Software Service Packs, LIMS Solutions Newsletter

ATL GOLD (18% of Software List Price) (1 Year from Anniversary Date) - Includes LIMS account manager, Unlimited Technical Support Via a toll-free number, Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and LIMS Newsletter

ATL PLATINUM (35% of Software List Price) (1 Year from Anniversary Date) - Includes Dedicated LIMS account manager, Dedicated Software Engineer, Annual LIMS Check-up, Unlimited Technical Support Via a toll-free number, Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and LIMS Newsletter

Table Summarizing Support Options

ATL Support Type	BRONZE	SILVER	GOLD	PLATINUM
Technical Support	5 Incidents	10 Incidents	Unlimited	Unlimited
Extended Support Hours	Optional	Optional	Optional	Included
Product Upgrades	Optional	Optional	Included	Included
Quarterly Web Training	Optional	Optional	Included	Included
Remote Login	Included	Included	Included	Included
ATL Support Website	Included	Included	Included	Included
LIMS Support Newsletter	Included	Included	Included	Included
FTP Support Area	Included	Included	Included	Included
Annual Maintenance Cost (based on LIMS software cost)	5%	10%	18%	35%
Training: LIMS Boot Camp	Optional	Optional	Optional	Included*

*A 5-day pass to both the Intermediate and Advanced Classes

Service Hours: 8am – 8pm ET, Monday – Friday, excluding holidays in the U.S.
Extended Hours: 24/7, 7 Days/Week
Email: 24 Hours/Day, 7 Days/Week

Authorized Contacts:

The following two individuals who shall be eligible to open support requests and serve as authorized contacts on Maintenance & Support Services issues between ATL and Customer:

Primary Authorized Contact:	Secondary Authorized Contact:
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Customer may update either or both contacts upon written notice to ATL in accordance with Section 8.9 of the Agreement.

Disclaimer: ATL reserves the right, at its discretion, to change the Maintenance & Support Services and the policies within this Exhibit or the ATL Support Website at any time based on prevailing market practices and the evolution of our products. Changes have no impact during any Maintenance Term for which Maintenance fees have already been paid.

Annual maintenance terms for all ATL software product line division licenses must be consolidated and be coterminous. Only one maintenance invoice will be prepared and sent to the one entity for payment of that invoice. Subsequent Maintenance & Support Services purchased or acquired will be billed on a pro-rata basis for the initial period to then align its renewal with the then existing Maintenance & Support Services on account for other ATL Technology enjoyed by the Customer.

3. Maintenance

3.1 Severity Level Definitions

"Severity 1" is an emergency production situation where the Licensor Software is totally inoperable or fails catastrophically and there is no workaround;

"Severity 2" is a detrimental situation (and there is no workaround) where (a) performance degrades substantially under reasonable loads causing a severe impact on use or (b) the Licensor Software is usable but materially incomplete;

"Severity 3" is where the Licensor Software is usable, but does not provide a function in the most convenient manner; and

"Severity 4" is a minor problem or documentation error, which is reasonably correctable by a documentation change or by a future maintenance release from ATL.

3.2 Scope

ATL will use commercially reasonable efforts to resolve matters according to the support level purchased, the impact on customer's business, and the problem Severity level determined by ATL. Customer will use commercially reasonable efforts to provide: (a) a detailed problem description; (b) a method for repeatedly reproducing the problem; and (c) reasonably continuous access to a Customer authorized contact. During the Maintenance Term, Customer authorized contacts as applicable for the Maintenance & Support Services level selected in the applicable Quote may notify ATL's Technical Support Center of an error, defect, or malfunction in the Software. Maintenance & Support Services include the right to use Updates as replacements for existing copies, whether provided under maintenance, Warranty or any other reason by ATL, or ATL's authorized resellers or distributors (if applicable); Updates are subject to Customer's license agreement limitations and restrictions. Subject to the quantity of ATL Software licensed and payment of any applicable Maintenance & Support Services fees, Customer's right to use Updates extends to any supported platform then currently available for each discrete Software product under Maintenance & Support Services agreement. Updates may include new or additional platforms that are deemed (at ATL's sole discretion) to have no more than a minimum difference in price, features and functionality from previously available platforms.

3.3 Limits

Customer must purchase the same service level of Maintenance & Support Services for all quantities of ATL Technology products that it has licensed. Maintenance & Support Services fees are based on cumulative license fees paid. Maintenance & Support Services do not include support for any non-ATL software, custom configuration, product modification, new products and functionality for which ATL is charging an additional license fee, services at a Customer site, any work product provided under Professional Services or for ATL Software products with non-matching service levels. ATL reserves the right, following express notice by ATL, to make fixes only to the most current version of the relevant Software, and may elect, at its discretion, to make fixes generally available for minor release versions or the latest service pack for a supported version. In the event that a request for Maintenance & Support Services reveals that the cause of the problem is not an error, defect or malfunction in the unmodified ATL Software, Customer shall pay ATL for its work on a time and materials basis, plus meals, lodging, travel and other reasonably necessary out-of-pocket expenses.

3.4 Perpetual Term Licenses

The initial Maintenance Term shall be for one year commencing on the Effective Date of the applicable Quote, unless otherwise stated in the Quote. In the event Customer elects to renew Maintenance & Support Services (subject to any rights of termination as set forth in the Agreement), such Services will be renewed for successive one (1) year terms and the annual Maintenance & Support Services fee for the first renewal term shall not increase by more than the percentage rate change in the Consumer Price Index for the 12 month period immediately preceding the anniversary date of Maintenance. Maintenance & Support Services fees for subsequently acquired Licensor Software will be prorated to expire with the then-current annual Maintenance Term.

3.5 Equipment

Unless expressly stated otherwise, in writing, in the applicable Quote, ATL may facilitate the Customer's acquisition, receipt, set-up and/or use of Equipment, but the Equipment's hardware manufacturer and/or such manufacturer's designated representative(s) shall be solely responsible for such Equipment, including but not limited to its condition, shipping, set-up, installation, maintenance, support, and performance. ATL does not warrant or support the Equipment.

To the extent that ATL does expressly assume any support obligations over the Equipment, Customer acknowledges and agrees that ATL may subcontract Maintenance & Support Services for the Equipment, in ATL's sole discretion, to the manufacturer and/or a third-party authorized provider. ATL will remain responsible for ensuring that its Maintenance & Support Services obligations under this Agreement are fulfilled.

ATL reserves the right, as a condition precedent to the commencement of any Maintenance & Support Services, to conduct an onsite, physical, certification inspection of the Equipment when: a) Customer changes or relocates the Equipment, b) prior to the renewal of Maintenance & Support Services on the Equipment, or c) where Maintenance & Support Services were not purchased when the Equipment was initially purchased or leased from ATL.

3.6 Support Limitations

At ATL's discretion Maintenance & Support Services will be provided by phone, using remote diagnosis and/or other service delivery methods. ATL will determine the appropriate delivery method required. Services such as the following, but not limited to, are excluded from Maintenance & Support:

- Diagnosis or maintenance at the Customer site. If onsite diagnosis or maintenance is required, and available by ATL, Customer will be billed at the applicable standard Professional Services rates;
- Set-up and installation of the replacement Equipment or replacement parts at the Customer site;
- Recovery of the operating system, other software, and data;
- Troubleshooting for interconnectivity or compatibility problems;
- Services required due to failure of Customer to incorporate any system or software fix, repair, patch, or modification provided to the Customer by ATL;
- Services required due to failure of the Customer to take avoidance action previously advised by ATL;
- User preventative maintenance.

Maintenance & Support Services are not provided for the following:

- Damage caused by failure of Customer to follow manufacturer's recommended maintenance or operating specifications;
- Damage due to war or nuclear incident, terrorism, unauthorized attempts to repair Equipment or Equipment previously repaired by an unauthorized technician or user;
- Data, business interruptions, obsolescence, cosmetic damage, rust, change in color, texture or finish, wear and tear, gradual deterioration or any damage that does not affect the Equipment functionality;
- Fraud, fire, theft, unexplained or mysterious disappearance, misuse, abuse or willful act;
- Alteration or modification of the Equipment in any way;
- Transit or relocation of Equipment by Customer, including any damages occurring while in transit or related to such relocation, and services accompanying or related to transit or relocation of the Equipment;
- Power surge or failure;
- Normal wear and tear.

3.7 Customer Responsibilities

- The Customer will be required, upon ATL's request, to support resolving any problem reported remotely by (a) providing all information necessary for ATL to deliver timely and professional remote support and/or to enable ATL to determine the level of support eligibility; (b) starting self tests and/or other diagnostic tools and programs; and (c) performing other reasonable activities to help ATL identify or resolve the problem.
- Customer must acknowledge receipt of replacement items by signing freight carrier bill at time of delivery.
- Customer is responsible to install customer replaceable parts and replacement Technology and Equipment in a timely manner;
- Customer shall maintain a backup copy of all software and data. ATL recommends regular backups;
- Customer shall restore software and data on the Equipment, as necessary, after any repair or replacement;
- Customer is responsible for the installation of any software not provided by ATL with the Equipment and insure all software installed on the Equipment is appropriately licensed.

3.8 Reinstatement of Maintenance

Reinstatement of Maintenance is subject to payment of Maintenance & Support Services fees for any period during which Maintenance & Support had lapsed, a reinstatement fee, plus payment for the 12 month period commencing with the date Maintenance & Support Services are reinstated, as further described in Section 2.1 of the Agreement.

3.9 Non-Continuous Coverage

In the event Customer elects not to maintain continuous Maintenance & Support, ATL may, at its discretion, refuse to provide any Maintenance & Support Services to Customer until payment for the period of discontinuity is made current, as well as any penalties, as described in the Section 2.1 of the Agreement. ATL reserves the right to suspend Maintenance & Support Services while any accrued Maintenance & Support Services fees or other fees hereunder remain unpaid.

4. ATL Support

4.1 Opening a Customer Support Request

There are three ways to report a problem:

- ATL Support Cases reported online are automatically entered into ATL's Call Tracking system and assigned a Customer Support (CS) number. ATL requires that all Severity 1 cases be followed up with a phone call to our Technical Support Center to ensure immediate attention to your issue.
- Email Support at support@atlab.com and include name, company, address, version of software, detailed description of the issue and any screen shots
- Phone. Each ATL customer is given Technical Support Center information that it can contact to request support via phone. A customer support request will be created in ATL's call tracking system and a CS number is provided.

4.2 Processing a Customer Support Request

Once a customer support request is submitted, the ATL support specialist will review, access and assign the appropriate severity level. All severity 3 and 4 calls will be assigned to the appropriate product and workgroup where our technical support engineers will start working on the call on a First in – First out (FIFO) basis. The ATL Technical Support Center will notify support managers of any CSs that are assigned to Severity 1 or 2, so that they are handled in an escalated manner. The ATL support engineer will communicate with Customer until the issue is resolved. Depending on the nature of the Customer Support Request, it may be resolved by a support engineer or logged as a bugs/enhancements item with product engineering.

ATL support level and responsibilities:

- First level (Technical Assistance Center):

- Review Customer Support Requests reported by Web, Email or phone from a customer authorized contact
- Validate customer maintenance status, product entitlement and check for any special handling required.
- Identify type of request, problem definition, configuration, products, product versions and platforms.
- Determine severity of the problem and execute any escalation procedures necessary.
- Direct problems for resolution to engineers

- Second level (Product Support):

- Confirm problem and configuration used by Customer
- Evaluate against known problems or issues
- Stage the problem
- Reproduce problems and provide workarounds
- Escalate to engineering where required to develop patches and fixes
- Keep the CS updated at all times within the Call Tracking system
- Keep Customer's Authorized Contact updated on the progress

- Third level (Engineering):

- Develop fixes as needed
- Test and verify functionality and performance
- Update the source code control system as needed
- Ensure patches and fixes are incorporated into a future product release

4.3 Escalations

Special procedures apply to Customer Support escalations. An escalated issue is generally one of the following:

- No response to a problem reported, within the designated time given by the call response coordinator or technical engineer;

- Response times out of severity guidelines;

- Customer is dissatisfied with Customer Support resolution that has been given and wants the problem reported brought to the attention of ATL's management.

4.4 Creating, Updating and Tracking a Customer Support Request

All customer support requests are created and assigned a unique ID number. The ID number is used to track each incident and should be referred to in each correspondence.

4.5 User Profile

Authorized contacts are able to change their login password, update their phone numbers, select their time zone and subscribe to LIMS Solutions Newsletter in this section.

<center>**Quote**</center>

<center>**Software and Services Fees**</center>

This Quote is governed by the **Master Software and Services Agreement**, (this "<u>**Agreement**</u>") effective Date. (the "<u>**Effective Date**</u>") by and between **ACCELERATED TECHNOLOGY LABORATORIES** ("<u>**ATL**</u>"), a Delaware company, having its principal place of business at 496 Holly Grove School Rd., West End, North Carolina 27376 and, Business Name., a Business State. entity, having its principal place of business at Business Address.. ("<u>**Client**</u>,")

AGMT 1603.3

SAMPLE MASTER®

LABORATORY INFORMATION MANAGEMENT SYSTEM

Billing Rates and Costs Proposal for the

Sweetwater Authority Water Quality Laboratory

Prepared for Justin Brazil, Director of Water Quality

5/19/2023

Accelerated Technology LABORATORIES LLC

496 Holly Grove School Road
West End NC 27376
(910) 673-8165 | atlab.com

Microsoft GOLD CERTIFIED Partner

SGS

SM-WK-3-2023517-Sweetwater-v1
Cost Proposal for
Sweetwater Authority
Sample Master® Pro Workstation for 3 Concurrent Users
On-Premises Deployment
5/17/2023
RFP for LIMS Issued 5.2.2023

Quotation Summary

Sample Master® Modules & Licenses	$	72,467.00
Annual Subscription Services (Year 1)	$	800.00
LIMS Enhancement Tools	$	3,690.00
Professional Services	$	36,210.00
Travel Expenses	$	2,800.00
Customer Spotlight Discount*	$	-37,000.00
Project Total	$	78,967.00

NOTES

First Invoice will include all Sample Master Software and Licenses, Annual Subscription(s), Enhancement Solution(s) and ATL Advantage Plan (40 Hours)

Services billed as incurred.

Quote Valid Through: 8/15/2023

All Items quoted in $USD. Client is responsible for any local taxes or fees. If applicable, please provide Tax Exempt ID Number.

*Participation in ATL's Customer Spotlight Program includes (a) Working with an ATL representative to create a Spotlight article, (b) Serving as an ATL reference site for potential customers of ATL's products, (c) Working with ATL's technical team to write an article for a peer-reviewed paper on how your laboratory is utilizing Sample Master LIMS.

Prepared by	Richard Danielson	**Prepared for**	Justin Brazil
	Accelerated Technology Laboratories		Sweetwater Authority
Address	496 Holly Grove School Road	**Address**	100 Lakeview Ave
	West End, NC 23736		Spring Valley, CA 91977
Phone	800.565.LIMS (5467)	**Phone**	619.409.6802
Fax	910.673.8166	**Email**	jbrazil@sweetwater.org
Email	rdanielson@atlab.com		

Approved By Dr. Christine Paszko
CEO
cpaszko@atlab.com

Accepted By _____

Date _____

SM-WK-3-2023517-Sweetwater-v1
Cost Proposal for
Sweetwater Authority
Sample Master® Pro Workstation for 3 Concurrent Users
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Sample Master® Modules & Licenses

				Total
	TOTAL SAMPLE MASTER® MODULES & LICENSES DISCOUNTS		$	72,467.00

Sample Tracking   3   user $ **17,637.00**
Automate sample log-in, barcode labels generation, and creation of quotes and invoices. Generate standard and custom reports, including Chain of Custody, login, and sample conditions. Attach supporting documentation to orders. Create, maintain and email work lists

Data Entry   3   user $ **17,637.00**
Enter, review and approve results, create QC Batches and monitor Audit Trails. Create Trend Analysis charts by test, department, client, site, etc., from historical data. Integrated GIS functionality supports plotting sampling locations and test result values.
The integrated Electronic Data Deliverable (EDD) designer supports regulatory and other reporting requirements.

Sample Scheduling   3   user $ **7,506.00**
Log samples for routine collection automatically via schedules, including hourly, daily, weekly, monthly, quarterly, semi-annually, or annually.

QA/QC   3   user $ **10,675.00**
Graph results and create control charts. Configure tests to include QC, matrix spikes, blanks, duplicates, surrogates, matrix spike duplicates, etc.

Electronic Data Transfer   3   user $ **7,506.00**
Transfer data electronically from the instrument to the LIMS. LIMS will accept the instrument output files and parse data in the required input format.

Chemical Inventory   3   user $ **7,506.00**
Tracks supplies and vendors and provides the ability to assign prices to supplies, track lot numbers, and assign expiration dates. Provides email alert for supplies that are approaching expiration date and/or reaching critical limits for reordering.

LIMS Maintenance   3   user $ **0.00**
Configure and maintain the laboratory static data and defaults, including: Numbering formats, Employees, Permissions, Tests, Methods, Limits, Prices, Departments, Custom captions, Facilities, Reports and other settings. Allows LIMS Administrators to conform the LIMS to match the workflows and business rules of the laboratory.

Test/Dev Environment + Licenses   1   each   *4,000.00* $ **4,000.00**
Separate Test/Development System for Sample Master® LIMS. Includes two (2) concurrent user licenses.
NOTE: This is strongly recommended for clients with ISO17025/NELAC certification, or those pursuing these certifications.

Annual Subscription Services

				Annual Total
SUBTOTAL ANNUAL SUBSCRIPTION SERVICES			$	1,000.00
SUBTOTAL ANNUAL SUBSCRIPTION SERVICES DISCOUNTS			$	-200.00
TOTAL ANNUAL SUBSCRIPTION SERVICES			$	800.00
TOTAL OPTIONAL ANNUAL SUBSCRIPTION SERVICES			*$*	*3,750.00*

Annual Subscription Services Description	License Type	Qty	Unit	Unit Price	Total
iMobile® Annual Subscription	**Concurrent**	**2**	each	1,200.00	**Optional**
Allows direct upload of LIMS data from field collectors in real-time. (iPad, Samsung Galaxy, Nexus, or other device with a rugged case sold separately.) 2 Annual Subscription licenses assigned. Includes product support and upgrades.					*2,400.00*
ExcelExpress Annual Subscription	**Site**	**1**	each	1,000.00	**$ 1,000.00**
ATL's ExcelExpress is a very powerful Microsoft Excel add-in that allows the user to easily retrieve information from and import results into Sample Master® on demand.					
Customer Spotlight Discount (Year 1 Only)*					*-200.00*
ATL Monitor Plus Annual Subscription	**Each**	**2**	each	550.00	**Optional**
Monitor Plus is ATL's continuous temperature monitoring solution for your laboratory. This enhancement combines a wireless, portable, intelligent sensor with ATL's LIMS, providing laboratories with a total paperless automation solution. Note: Annual Subscription Required					*1,100.00*
Temperature Monitors: Ambient Monitors:					
One (1) Gateway included per each 10 Monitors purchased. If fewer than 10 monitors are purchased, an annual $250.00 charge is added for the Gateway.					
ATL Monitor Plus Gateway Annual Subscription	**Each**	**1**		250.00	**Optional**
Single Monitor Plus Gateway required when purchasing fewer than 10 ATL Monitor Plus sensors. Note: Annual Subscription Required					*250.00*

LIMS Enhancement Tools

				Total
TOTAL LIMS ENHANCEMENT TOOLS			$	3,690.00
TOTAL OPTIONAL LIMS ENHANCEMENT TOOLS			*$*	*9,994.00*

Enhancement Tools Description	License Type	Qty	Unit	Unit Price	Total
ATL NPDES DMR Package	**Unlimited**	**1**	each	6,999.00	**Optional**
ATL's National Pollutant Discharge Elimination System (NPDES) Discharge Monitoring Report Creator allows users to generate the NPDES DMR form rapidly, from data that is already stored in the LIMS and exported from Sample Master®. The ATL reporting package includes functions to collect and collate all data associated with the NPDES permit number into a final report format that is ready to send via hardcopy, fax or e-mail. These reports can be converted to a PDF and sent out electronically.					*6,999.00*
The package includes software Add-on, Blank DMR Template (Is not configured with site, analytes, and reports), and up to 4 hours of Remote DMR Template Configuration assistance to train users on how to build DMR Template.					
Note: Additional DMR Configuration assistance can be purchased to have ATL build the DMR Templates for the customer.					
Barcode Starter Package	**Package**	**1**	each	2,995.00	**Optional**
ATL Barcode Starter Package: Includes 300DPI Printer, 2 Hand-Held Scanners, 1 Ribbon, 1 Roll of Labels (1000), Barcode Software and all required cables, On-site Installation, Configuration (includes up to 2 hours of custom label report development) and Training when implemented with Sample Master®.					*2,995.00*

| Instrument Interface Parsers | 3 | Unique | 0 | Duplicate | 3 | parser | 2,850.00 | $ | 2,850.00 |

ATL has developed thousands of instrument integrations with hundreds of different instruments. The cost is $950 per instrument to configure a One-Way integration (instrument to LIMS) for the client's particular needs. The instrument must generate an output file in common format (XLS, CSV, Text [ASCII]) to support integration. Client is responsible for providing an output file that contains all data and information to be imported to the LIMS for each instrument.

For clients with instruments capable of two-way communication (Instrument to LIMS and LIMS to Instrument), two (2) unique One-Way integrations are needed, and the cost is $1,900 Parsers for duplicate instruments with an identical output are discounted 50%.

Instruments to be integrated with Sample Master®.
Shimaadzu GC-ECD; Shimadzu TOC-L; and Thermo ICS

pH meters, Standard DO Meter, and Balances interfaced if output is compatible (ie. RS 232 connection and ability to "send/Print") ATL is not responsible for procurement, installation, management, configuring, or troubleshooting of 3rd party Wedge software required to interface RS-232 instrument types to LIMS.

Note: Customers only charged for parsers created. ATL has developed ExcelExpress, (an add-on to Microsoft Excel) which may be used to import and export data to/from Sample Master®.

| DB Audit and Security 360 | | Server | | | 1 | each | 840.00 | $ | 840.00 |

DB Audit and Security 360 is a professional database security and auditing solution for MS SQL Server. It allows database and system administrators, security administrators, auditors and operators to track and analyze any database activity including database access and usage, data creation, change or deletion.

Professional Services

						Total
			TOTAL PROFESSIONAL SERVICES		$	36,210.00
			TOTAL OPTIONAL PROFESSIONAL SERVICES		$	13,065.00

Professional Services Description	Location	Qty	Unit	Unit Price		Total
ATL ADVANTAGE PLAN	**Off-Site**	**60**	hour	195.00	$	**11,700.00**

The ATL Advantage Project Management program is the result of over two decades of expertise in the LIMS industry and in compliance with ATL's ISO 9001 Certified Quality Management System. ATL assigns a Project Manager who is responsible for managing professional services. This consists of project meetings, checklists, a static data template, project implementation plan, project dashboard and assistance that ensures that ATL's clients successfully deploy ATL's LIMS.

The Advantage Plan cost is based on the overall project scope, including number of instrument interfaces, custom reports and LIMS customizations.

Note: Customer pays the first 40 Hours of the ATL Advantage Plan up front. Minimum of 40 Hours.

	Rate	Amount	Discounted Rate		Total
OFFSITE (HOURLY) SERVICES	225.00	95	195.00	$	18,525.00
ONSITE (DAILY) SERVICES	2,550.00	3	1,995.00	$	5,985.00
OPTIONAL OFFSITE (HOURLY) SERVICES	225.00	67	195.00	$	13,065.00

NOTE: Hours/Days may be used to provide any of the services below.
Hourly items represent Off-Site Services, Daily items represent On-Site Services.

SERVICES TO BE DELIVERED OFFSITE

Configuration Assistance
Telephone and web-conference support for the configuration of the laboratory's workflow into the LIMS, Estimated at 31 hours. Includes:
Assistance with Static Data Migration
Optional Assistance with iMobile® Configuration
Assistance with ExcelExpress Configuration
Assistance with Instrument Configuration
Optional Assistance with DB Audit

Report Development
Simple reports are estimated to require 8-12 hours, more complex reports may require additional time.

Bucket of hours for assistance with report development. Estimated at: 8 Hours
CLIP EDDs; NPDES - CIWQS; PET quarterly reports; CCR. Estimated at: 24 Hours

ATL Off Site Customizations, Testing & Documentation
Hourly cost for LIMS customizations

Bucket of hours for assistance with customizations. Estimated at: 8 Hours
Task 3.1 Train Authority staff to format laboratory historical data for upload into LIMS. Estimated at: 2 hours
Task 3.1 ATL Format and Migrate Historical Data (Optional, Estimated at: 60 hours)
Task 3.4 Training Authority staff in Importing data from commercial labs into LIMS via ExcelExpress. Estimated at: 2 hours
Task 3.6 Training Authority staff in electronic transfer protocol for importing SCADA Historian into LIMS. Estimated at: 4 hrs

Please Note: ATL Engineers will work with client to create a Requirements Document that will clearly define the specifications of each customization, for client review and signoff prior to any initiation of work (Includes Requirements Document, Creation, QA/QC, documentation and installation). Upon completion of the Requirements Document process and client approval an exact cost will be provided.

End User Training
End user training is designed to ensure users develop an understanding of LIMS functionality relevant to their individual responsibilities.

Sample Master® iMobile Training
Sample Master® iMobile Training is designed to provide Administrators with the knowledge to manage the security and configuration of the iMobile Application, and to ensure users develop an understanding of the functionality included in the iMobile Application.

ExcelExpress Training
ExcelExpress Training is designed to provide users with the knowledge to set up, manage and utilize the spreadsheet import and export functionality for ExcelExpress.

SERVICES TO BE DELIVERED ONSITE

Requirements Gathering
ATL utilizes our Requirements Gathering process to assess the scope of the client's configuration and customization requirements. This process is designed to mitigate risk, facilitate efficient deployment of the LIMS, evaluate workflows, gather Instrument output files, discuss required reports and ensure long-term success for the implementation.

System Administrator's Training
Administrator training is designed to maximize the user's knowledge and understanding of Security and Configuration within the LIMS. Training includes the information required to configure users and test methods in the LIMS.

Supplemental Training

					Total
		TOTAL OPTIONAL SUPPLEMENTAL TRAINING		$	2,995.00

Supplemental Training Description	Training Location	Qty	Unit	Unit Price	Total
Sample Master® Boot Camp - Intermediate	**At ATL**	**1**	each	2,995.00	**Optional**
This course will benefit everyday LIMS users, laboratory managers, chemists, microbiologists, IT workers, analysts — any team member whose job involves information technology, reporting, creation of QC charts, data processing and management.					*2,995.00*

The focus of this intermediate course is to build upon existing knowledge and return users to the workplace equipped with the skill set to leverage the utmost functionality from LIMS and provide maximum benefit and return to your organization.

Travel Expense

		Total
TOTAL TRAVEL	$	2,800.00

Travel Expense is based on 1 trip(s) and 3 day(s) on-site.

Annual Maintenance and Support

Support Level Description	Qty		Support Rate	Total
ATL Gold Support (beginning year 2)	**1**	year	18%	$ **13,044.06**
Unlimited telephone, e-mail and Web site operational support for up to two (2) customer points-of-contact (POC). Phone support hours are from 8:00 am to 8:00 PM Eastern Time, Monday through Friday, other than on Federal holidays. Dedicated Account Manager assigned to your company. Service Pack updates and product upgrades ARE INCLUDED. Access to User Group Meetings and the LIMS Solution Newsletter. The purchase of a new LIMS includes one year of ATL Gold level support.				
ATL Annual Support Discount			*10%*	*-1,304.41*

Totals

Year 2 Total		**$12,739.65**
Year 2 Annual Subscription Services Fees		1,000.00
Year 2 Gold Support		$11,739.65
Year 3 Total		**$12,739.65**
Year 3 Annual Subscription Services Fees		1,000.00
Year 3 Gold Support		$11,739.65

SGS

ATL Rate Sheet

Off-Site	Hourly Rate	Discounted Rate
Project Manager	$225.00	$195.00
LIMS Engineer	$225.00	$195.00
Sales Account Manager	$225.00	$195.00
On-Site (Not inclusive of Travel Costs)	**Daily Rate**	**Discounted Rate**
Project Manager	$2,550.00	$1,995.00
LIMS Engineer	$2,550.00	$1,995.00
Sales Account Manager	$2,550.00	$1,995.00