



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Scale Management Software

RFP Number: 13-0425 Contracting Officer: Sandra Rogers
 Proposal Due Date: February 13, 2013 Pre-Proposal Conference Date: Not applicable to this solicitation
 Proposal Due Time: 3:00 PM RFP Issue Date: January 2, 2013

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
 E-mail Address: _____ Contact Person: _____

Section 1.1: Purpose

The County of Lake is seeking a firm to provide a landfill solid waste computerized scale management system for weighing, ticketing and reporting for the Central Waste Facility (CWF) for the Lake County Public Works Department.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Sandra Rogers, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Project understanding and technical approach.
2. Proposed materials and plans to accomplish task.
3. Reputation, Experience, Capability and Availability of staff and system.
4. Proposed costs / fee schedule.
5. Reports from direct and indirect references.
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
7. Other relevant criteria.

The selection committee will provide a narrative initial evaluation report that provides specific evaluation comments for each proposal. This report may make an award recommendation, or a recommendation to enter into negotiations with multiple proposers. If negotiations are entered into, the selection committee will subsequently provide a final evaluation report that will include the committee's award recommendation. The County reserves the right to request best and final

offers if such action is determined to be appropriate, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

Section 1.4: Pre-Proposal Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Term of Contract - Upon Acceptance of Goods or Services

The performance period under this contract shall commence upon the date of contract signature, or issuance of purchase order or Notice To Proceed, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

Section 1.6: Option to Renew

Not applicable to this solicitation

Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases

The County shall provide periodic payments for work completed by the successful vendor during various phases of the work assigned. The bidder shall provide fully documented invoices, which indicate, in addition to the basic information set for the below, the time and materials provided to the appropriate County user department that requested the work through a purchase order. It shall be understood that such invoices shall be not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment. The percentage or component of completed work which corresponds to the acceptable payment schedule shall be followed. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect,

consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Completion of Work From Date Of Notice to Proceed

The vendor shall state in its offer the number of calendar days from the date of the Notice to Proceed in which it will guarantee to complete the work, repair, and/or service. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled “Method of Award”. The completion date shall not exceed thirty (30) calendar days after date of notice to proceed.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.10: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

The original proposal and five (5) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposals shall be organized into the following manner:

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History.
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.

Tab 2 - Proposed Solution Description(s)

- A. Describe responding vendor's project plan, installation test plan, user acceptance test plan, test methodology, methodology and recommended solution(s) in performing the services described in the Scope of Services and describe submitting vendors specific policies, plans, procedures or techniques to be used in providing the services to be performed. The responding vendor shall describe its approach to project organization and management, responsibilities of responding vendor's management and staff personnel that will perform work in this project.
- B. Provide a concise description of the approach and process the vendor will convert the database to use in the new system.
- C. Provide in detail, features and capabilities of the proposed software covering all applications identified in Section 2, Scope of Services.
- D. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.
- E. Provide a project schedule identifying specific key tasks, implementation in a sequential process consisting with the phases identified throughout the RFP, and duration.

Tab 3 – Software Agreement

- A. Provide a copy of the license agreement.
- B. Provide a copy of the proposed software maintenance agreement.
- C. Indicate support capabilities and availability.
- D. Indicate whether upgrades and to what degree are included in the maintenance agreement.
- E. Identify in detail all necessary resources, and their roles, to maintain the system after the system is in operation.

Tab 4 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 5 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 6 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 7 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 8 - Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

Tab 9 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 10 - Completed Pricing Back-up Section

Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

Tab 11 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 12 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Alternate Offers May be Considered

The County will consider one (1) alternate offer from a vendor which has submitted a primary offer for this solicitation; provided that the vendor of record for both the primary and alternate offer is the same entity, and that the alternate offer provides a different product or level of service that meets or exceeds the contract requirements. In order for the County to consider an alternate offer, the vendor shall provide a complete and separate pricing section using the forms set forth within this solicitation and shall mark "Alternate Offer" on the first page of the alternate pricing section. The County reserves the right to consider and award, based on the County's best interests, any alternate offer based on the method of award prescribed in this solicitation.

Section 1.15: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.16: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.17: Demonstration of Software May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered software to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of

such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model and version number identified in the vendor's offer. Accordingly, the software used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.18: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.19: Hourly Rate

Not applicable to this solicitation

Section 1.20: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.21: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and

approval of the County's Project Manager.

Section 1.22: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.23: Patents and Royalties

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Section 1.24: Presentations/ Post-Discussions After Initial Bid/ Proposal Response

A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The

demonstration must satisfy the County, and the County shall be the sole judge of compliance.

B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.25: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar or ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Training Courses to be Provided

The vendor shall provide an intensive training program to a minimum of five (5) County employees regarding the use of the products or services supplied by the vendor to ensure competent and efficient use of the software provided. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.28: Training Manuals to be Provided

The vendor shall supply the county with a minimum of eight (8) comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction

with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.



PC Scale

TECHNOLOGIES

Tab 2 Proposer Solution Description

Note: PC Scale Technologies' response to items listed in this section will be inserted below each paragraph or bullet point that requires a direct response. PC Scale Technologies recognizes that some of the information in this section is for background information only and do not warrant a direct response.

A. Describe responding vendor's project plan, installation test plan, user acceptance test plan, test methodology, methodology and recommended solution(s) in performing the services described in the Scope of Services and describe submitting vendors specific policies, plans, procedures or techniques to be used in providing the services to be performed. The responding vendor shall describe its approach to project organization and management, responsibilities of responding vendor's management and staff personnel that will perform work in this project.

PC Scale Response:

Each project is unique in requirements and scope. The Project Manager and appointed County representatives will collaborate to develop a project plan that will guide the project's time line, milestones and areas of responsibility that are mutually agreed upon.

All projects start with a site and process review. The site and process review provides both the County Staff and the PC Scale Project Manager a full understanding of the current state of the hardware, network infrastructure, business rules, regulations, and operational practices. The PC Scale Project Manager will review current reports, future reporting requirements (if any) ticket transaction flow requirements, data management requirements, Accounts Receivable process requirements, system security requirements, County Staff roles, job responsibilities, experience and skill with relational database systems and availability for training and mutually agreed upon project responsibilities.

A project plan is developed between PC Scale Technologies project team and the County's project team. Project responsibilities for both PC Scale Technologies and Lake County project team members will be assigned and a project timeline will be established with a project start date and Project end date.

Many of the project activities will occur simultaneously. Some project activity must occur on site, some can be completed remotely. Typically a combination of remote and on site work will be used throughout the project. Refer to Next page for a bullet point list of typical project milestones and task duration. A sample project plan is provided in section 12.7 in Tab 12.

Installation of the PC Scale Technologies™ WR application software can be completed remotely or on site. PC Scale will use County provided hardware and rely on the County's network infrastructure for connectivity. PC Scale Technologies will ensure the installation of the PC Scale Technologies WR application is complete and stable on the server(s) and for all client PCs initially licensed for the County. PC Scale Technologies will work with County IT to familiarize the County IT staff with the installed system and necessary information for the County to maintain any SQL maintenance and data backup tasks required. The County will be responsible for the hardware and network services supporting the PC Scale WR application, the PC Scale WR

application replication and transfer of data between any system and application external to the PC Scale WR application. The County will also be responsible for backing up the PC Scale data.

The PC Scale Project Team will work under the oversight of the PC Scale Project Manager. The PC Scale Project Manager will serve as the primary point of contact for the County throughout the project.

User acceptance testing will consist of data validation of converted data from comparison of legacy system reports and by hands on use throughout the testing and training phase, through the conclusion of the Go Live phase.

Typical Project milestones include:

- Site and Process Review (one to three days)
- Installation of the PCS WR system (one to two days, County network and hardware must be in place)
- Training begins with a general system overview for County Staff (one to two days)
- Data Mapping and Reporting Requirement rules are established (one to four days)
- Test Data Conversion is completed (one to two days)
- Training continues covering system data maintenance, ticket transaction processing, and Accounts Receivable tasks. Training is targeted by job role, often using a Train the Trainer approach. Training can occur in group classroom settings, or individually desk side – often a combination of the two will be used. (one week. Time frame often dependent on County Staff's availability)
- The test data conversion is evaluated for accuracy during the training phase. Additional test conversions are completed if deemed necessary. (Occurs during training phase)
- A Go Live date is set
- A final data conversion is completed, and tied out between the legacy system and PC Scale WR. (one to two days)
- Go Live on site support is provided (one business week)
- Follow up training on Accounts Receivable tasks (for the first billing) maybe scheduled if needed (one day, usually provided remotely)
- The County's PC Scale system is handed over to PC Scale Technologies support team for ongoing support needs, if any, once the Go Live team leaves site.

Please refer to Tab 12, item 12.2 for Hardware and Software Requirements and item 12.1 for the Software and License Services Agreement.

B. Provide a concise description of the approach and process the vendor will convert the database to use in the new system.

PC Scale Technologies Response

Each data conversion is unique in scope and complexity. The result of the conversion is heavily dependent on the condition and quality of the legacy system data. PC Scale Technologies' experienced project team will work closely with the County staff to ensure a smooth and accurate transition from the legacy system to the new PC Scale Technologies™ application.

A review of the County's business processes and reporting requirements will have been completed when the process of reviewing and mapping the legacy data begins. The business process and reporting review will provide guidelines and requirements for the data mapping from the legacy system to PC Scale Technologies WR™. An evaluation of the current data's condition, format, content and relationship to the PC Scale WR system data schema is made. The project team will develop a data map for conversion – data mapping establishes the old to new values between the two systems.

Reports will be generated from the legacy system for comparison to the data converted into PC Scale WR™. Typically reports generated from the legacy system will include listings for customers, vehicles, containers, material/services, pricing, POs, profiles, counties, LEED projects, customers receivables, etc.

One or more test conversions will be processed to validate the data conversion. System testing commences and continues during the training phase.

A final data conversion will be completed after the test conversion has been validated, the final data conversion will be timed to the Go Live date for the project. A tie out comparison of the two systems will be made to ensure the historical financial data was accurately converted.

C. Provide in detail, features and capabilities of the proposed software covering all applications identified in Section 2, Scope of Services.

***Note:** PC Scale Technologies' response to items in the stated Scope of Services statement will be inserted below each paragraph or bullet point that requires a direct response. PC Scale Technologies recognizes that some of the information in the Scope of Services statement is for background information only and do not warrant a direct response.*

SCOPE OF SERVICES

Lake County Board of County Commissioners is using a set of principles to guide this procurement of scale software for the Solid Waste Division. These principals are seen throughout the RFP and must be addressed by the proposing vendors. These principles are as follows:

- **Proven Technology, Products, and Services:** Lake County BCC is interested in purchasing "off the shelf" technologies that will have demonstrated a high degree of functionality, dependability, and ease of use, as well as in contracting with a company with an excellent track record.
- **Lake County BCC desires a "turnkey" system:** Lake County is interested in purchasing technologies and the related services that shall ensure a fully functioning set of technologies meeting the required specifications.

PC Scale Technologies Response

The PC Scale Technologies™ WR application has been designed with the benefit of many years of experience servicing both public and private sectors. PC Scale Tower™ WR utilizes familiar MS Windows, navigation logic, shortcut function keys, drop down lists as well as supporting the use of a mouse. The ticket transaction screen is the primary screen for the PC Scale Technologies™ WR scale management application. The functionality, layout and navigation logic of the ticket screen provides outstanding overall usability and, along with the system configuration and security controls, the ultimate accuracy for transaction data. Most ticket transactions can be completed with just a few key strokes. The tabbing order on the screen allows for fast and efficient cursor movement, landing the data entry point in the next logical field for data entry. Or the user can use the mouse and click on well-defined menu items and large easy to read controls. When a Driver's License swipe or bar code reader is used, the transaction process is further simplified.

- **Support of Product:** Lake County considers support of the product (technical and otherwise, by telephone and online) to be as important as the product itself. The vendor shall be held to a high standard as is specified in the RFP.

PC Scale Technologies Response

Our employees are highly skilled, crossed trained, and have a practical background in the waste industry having held positions in technical, professional, operational and managerial roles with both large and small waste and recycling companies. PC Scale Technologies employs the most qualified developers and support staff in the industry which means we have more qualified people with more technical training and practical experience than any of our competitors. Many of our employees are cross trained by department. The level of our employees technical knowledge, experience and certifications translates into a higher quality, more complete service and support experience for you, your employees and your customers. Standard Support is provided between 7 AM and 8 PM Eastern Time, Monday through Friday. On-call support is available after hours by calling our main office and leaving a message with a live answering service agent who pages the on

call analyst. See Tab 12, section 12.1 Software License and Services Agreement for further details.

A list of PC Scale Technologies staff, their qualifications and experience are provided in Tab 1, section C, page 6

- **Performance/Functional Specifications: This scope of services allows for flexibility in developing a proposal. The focus of the procurement is on performance specifications. The vendor is frequently requested to use their best judgment and explain in detail their approach in meeting the specifications of this RFP.**

PC Scale Technologies Response

We are confident the PC Scale Technologies™ Software will meet or exceed the requirements as outlined in the scope of services requirements. Our long history of experience in implementing similar systems will ensure a smooth transition and the County's complete satisfaction. We are experts with onsite training, data conversion, implementation, post installation follow up, and most importantly, exceptional customer service and support for the long term. We are known for working with our customers.

BACKGROUND

The Central Waste Facility (CWF) processes between approximately 50 – 900 tons per day. The CWF has one scale for inbound traffic and one for outbound traffic. The current solid waste management system is very old and called Scale Automation. This system resides on 2 machines and is on a County network. Other office computers exist on the same LAN, which may occasionally access the scale system for reporting purposes. Customer billing is performed on this replicate system.

Currently: The system provides client tickets which are posted to invoices once a month. The invoices are matched to tickets and mailed. Revisions or corrections are not permitted after posting. Payments are posted by invoices (some customers pay by ticket). The payments have to be matched manually and then posted proportionately as needed to accounts in database.

For reporting purposes, all of the tickets are copies to a reporting server. The reporting server allows employees to run ad-hoc reports in addition to daily, weekly and month automated reports. The current reporting solution is built on Microsoft SQL Server Reporting Services.

Current issues:

Issues with the current system include but are NOT limited to the following:

- **The current system is very old and the maker no longer exists.**
- **The current system does not support Windows 7.**

Overview:

The County anticipates that the vendor selected for this project will provide a landfill scale management system complete with software, training, reporting, manuals, support and upgrades as needed. The County anticipates using the System for its customer billing / AR functions conducted at the County Public Works office located offsite. Scale management system shall support two attended scales. System shall support weighing inbound and outbound vehicles which do not have tare weights stored in the system.

General Requirements:

System shall support scale house PCs for customer transactions and allow for at least 3 other computers/users to connect to system for data review, report generation, and billing functions (5 user licenses).

PC Scale Technologies Response:

PC Scale is proposing a 5 concurrent user license as described above. Additional user licenses can be purchased, when needed, to accommodate future growth.

The scale house system shall sequence ticket numbering on a real time basis and at a minimum, capable of producing tickets for flat rate transactions with ability for add on charges for additional unit items (i.e. bulky items, refrigerators, etc.). The System and its configuration shall be optimized for performance and usability considering all computer systems and network resources. Replication to reporting/billing server should be streamlined, automated, and efficient. Weather and conditions have caused instable power and connections. System in general should be self-sufficient and operate locally within the scale house in the event it is disconnected from the LAN and/or WAN.

PC Scale Technologies Response:

PC Scale Technologies™ is built on MS SQL which provides the ability for multiple workstations to simultaneously access the database, create, edit and complete transactions. Ticket numbers are system generated at the database level. Data look up, billing and reporting activities will not interfere with the ability to create, edit and complete ticket transactions.

The PC Scale WR application's flexible configuration for Unit of Measure and Material / Service Code setup provides for flat rate and weight based transactions with add on charges based on per unit items such as refrigerators, couches, electronics, etc. Bonus features of the Unit of Measure and Material Service Code setup include, if needed, establishing an estimated weight based on volume, load or item. The PC Scale Technologies WR application provides for charging taxes, surcharges, host fees and/or generator fees.

The PC Scale Technologies replication function is a set of technologies for copying and distributing data and database objects from one database to another and then synchronizing between databases to maintain consistency. Using replication, you can distribute data to different locations and to remote or mobile users over local and wide area networks, dial-up connections, wireless connections, and the Internet.

PC Scale Tower™ has written a Merge Replication Configuration Tool for our WR 5.X product. This utility makes the setup and configuration of MS SQL Replication much easier by presenting database objects graphically and allowing the management of Publications and Subscriptions from one application. See PCST WR 5.X SQL Replication Functional Overview and Requirements in tab 12, section 12.5.

System shall have the ability to support credit card transactions (card charging systems are already in place). If new credit card processing machine needs to be purchased to support the system, it should be included in the cost. It is the County's preference that all credit card processing be performed by a reputable card processing service and compliant with PCI standards.

PC Scale Technologies Response

Credit card processing is integrated within the PC Scale Technologies™ application for POS (point of sale), transactions. A Gateway and Merchant Service Account is required and the County will contract with the selected Gateway Service Provider directly. PC Scale Technologies designed the PC Scale WR™ Credit Card processing module for PCI-DSS compliance by utilizing the most current SSL Security standards and Tokenization of the sensitive credit card account information.

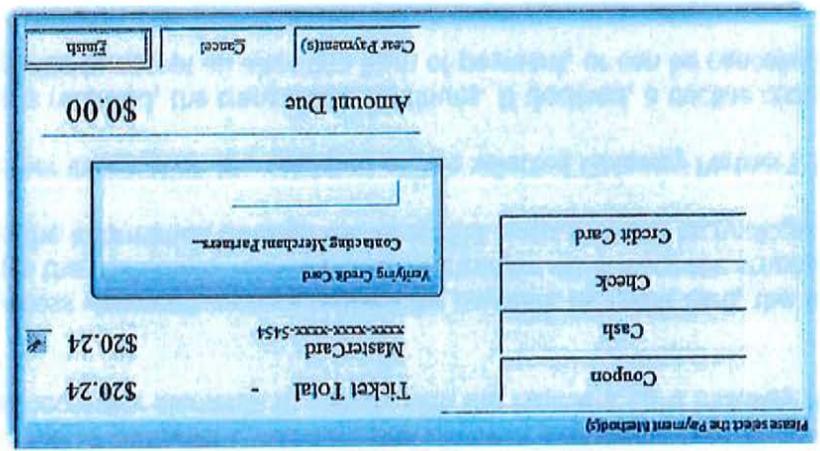
In summary, this approach:

- Stores customers' sensitive payment information behind the Gateway Partners' firewall, on their secure servers.
- Greatly reduces the risk of customer credit card and payment data being breached.
- Greatly reduces the necessary elements to comply with the Payment Card Industry (PCI) Data Security Standard.

From an application process viewpoint, upon a request for payment by credit card, the software:

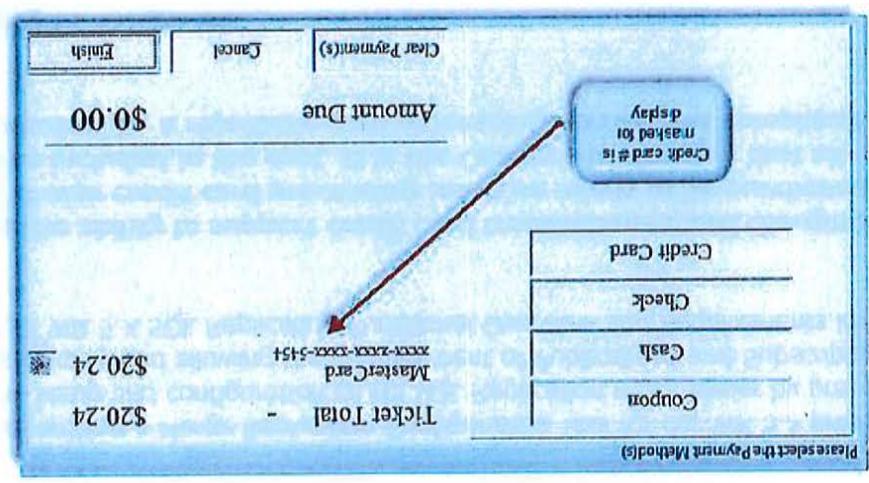
- Temporarily captures the customers' relevant card information via a magnetic stripe reader then immediately passes the information through the latest SSL secure socket technology to the gateway via a web service.
- The card and customer information are validated on the selected Gateway Partner's PCI compliant, secure servers.
- If an approval code is returned, the transaction continues. If declined, a decline code is returned, the transaction can continue to accept an alternate form of payment, or can be cancelled.

The authorization process provides details of the transaction status by displaying user messages. The illustration above shows the system messages while the credit card transaction is being verified.



The illustration above shows the distribution of payments for a single ticket transaction before the credit card payment is submitted to the gateway for authorization. The PC Scale Technologies WR Ticket module allows for multiple forms of payments to be applied to a single transaction.

Note: The credit card account number is encrypted for transmission to the gateway; the rest of the transaction's references to the card account number will display only the last four digits of the account number.



The illustration below shows a sample ticket transaction with the credit card transaction approval information. *Similar Approval or Decline messages are displayed to the scale operator on the payment dialog screen as needed.*

PC SCALE INC

Truck: 743-2A
Customer: CASH/Cash Customer

Comment:

Origin: NA/Not Applicable

Ticket: 100010
Date: 08/20/2010
Time: 12:10:01 - 12:11:09

Scale
Gross: 16880 lb In Scale 1"
Tare: 10120 lb Out Scale 1"
Net: 6760 lb

Materials & Services

Quantity	Unit	Rate/Unit	Amount
2.00	YARD	\$10.12/Yard	\$20.24

Total Amount: \$20.24
MasterCard: XXXX-XXXX-XXXX-5454 - Approved: AVSSALE-TEST::16096: \$20.24
Change: \$0.00

Driver: _____ Deputy Weighmaster: PC Scale Default User

Full credit card # is masked on ticket



Note the ticket receipt is masking the account number for security and compliance. The ticket receipt is a fully customizable form and will be configured to meet the County's specific needs.

PC Scale Technologies™ does not store the credit card information. Even when granted access to the software's raw data the details of the transaction record will only display a "masked" incomplete version of the credit card account details. The sensitive card information is stored behind the Gateway

TICKET	METHOD	DESCRIPTION	CARD_TYPE	COUPON_ID	EXP_MONTH	EXP_YEAR	AMOUNT	CARD_NAME	CARD_APPROVAL	CREATE_DATE	CC_HistoryKey/D	CC_OrderKey/D	CREDITCARD
100010	R		XXXX-XXXX-XXXX-5454 MasterCard		12	2010	20.24	John Q. Public	AVSSALE-TEST::16096	20100820 00:00:00.000	16051777	121949185	NULL

Illustration above shows the database table record for the credit card transaction with the sensitive account number masked for security.

The PC Scale Tower™ application is compatible with Acquirint-Merchant Partners and BluePay Gateways for Card Present Transactions. Both Acquirint-Merchant Partners and BluePay provide Gateway and Merchant Account Services and are compatible with all major Authorizing Networks and Merchant Services providers

including the Bank of America system. The County will contract directly with either Merchant Partners or BluePay for Gateway services. Both Gateway Service providers provide full PCI Compliant data storage and processing services.

PC Scale Tower™ integrated credit card module is an add-on to the standard application, the Credit Card module license and two mag strip reader for scanning credit cards has been included in the Proposal Pricing Section.

Note: Debit cards must be processed as credit cards.

See Tab 12, section 12.6 for additional information from the Merchant Partners and Blue Pay Gateway provider's web pages.

A LEED module (or similar) is needed to track and report waste by hauler, type, weight and quantity.

PC Scale Technologies Response

The PC Scale Technologies WR 5.0™ software module for LEED® tracking was developed to promote the efforts of the U.S. Green Building Council (USGBC) and to assist interested parties in achieving compliance as defined in the Leadership in Energy and Environmental Design (LEED®) criteria. The PC Scale WR 5.0™ LEED® Tracking Module aids users in identifying and reporting on loads and materials that are part of a LEED® project:

- Track LEED® projects with transaction defaults and material breakdown
- Capture breakdown by material during the transaction or after the transaction has been completed
- Report LEED® details by customer, project number or transaction ID and provide your customers with the reports they need
- Provide your customers with web access to their LEED® reports*
- Quickly capture real-time LEED® data with the PC Scale Technologies LoadAssist™ mobile application*

LoadAssist, an add-on module to the base PC Scale WR application, can complement the LEED Module by extending the ability to edit scale tickets from the unloading area. The site's staff would be able to review the ticket details as they see the load coming off the truck, and update the material listed on the staged ticket so the final ticket is completely quickly and accurately.

The LEED module cost is included in the Pricing section.

*Additional module licensing and hardware is required for LoadAssist™ and Web Access Reporting that is not included in the pricing section. See Tab 12, section 12.13 for more details PC Scale Technologies LoadAssist™ module.

A Driver's license module is also required that will enable the county to swipe driver's licenses magnetic strip with one reader and upload information with minimal entry.

PC Scale Technologies Response

The PC Scale Technologies™ WR application provides an add-on module for reading information from state issued driver's license. When a driver's license is swiped through a magnetic card reader attached to the PC Scale WR Client PC a new ticket transaction is created.

If the Driver's License information matches information already stored in the system the ticket transaction screen will populate with the default information saved for the driver's license, related truck and customer. Default information is information that populates the ticket transaction screen for data accuracy and efficiency but can be changed, if needed, during the ticket transaction to accommodate transaction details that vary from the defaults.

Default information can include:

- Truck ID, Truck Type, Truck Tare, Truck Permit, Truck License plate number
- Customer, Customer Address
- Carrier (owner of the vehicle)
- Origin (county, city, etc.)
- Driver
- Single material, fee or Load Mix (predefined mix of weight based materials)

Using default information means a ticket transaction can be completed with one or two key strokes or mouse clicks.

If the information from the Driver's license is not already saved to the system, the scale attendant will be able to save the information for future use. If for some reason the Driver's license is unreadable by the card scanner, the scale attendant can manually key the Driver's License number into the transaction screen to initiate a transaction.

The cost of the Driver's License Module and one additional mag stripe reader is included in the pricing section response. One mag stripe reader is included with the purchase of the Credit Card module.

System should be adaptable to changing technology and needs. More specifically the system should be compatible with leading industry software such as Microsoft Windows 7, Windows Server 2008, Office 2007/2010, SQL Server 2008/2012, etc. where applicable. The software should be updated to support new desktop and server operating systems in a reasonable time period.

PC Scale Technologies Response

The PC Scale Technologies WR application is compatible with Windows 7 for the Client PCs, Windows Server 2008, 64-bit, and SQL2008. The PC Scale Application has been in use since 1986, keeping pace with industry standards along the way. Information related to the Microsoft SQL and Windows Operating Support lifecycle is provide in Tab 12, section 12.#

Accounting and Report Functions:

The system shall have an Accounts Receivable module. The system shall have a report builder function that allows reports to be created from any of the typical data fields.

PC Scale Technologies Response

PC Scale Technologies™ WR Accounts Receivable Module is an add on module to the base WR product, the cost of the Accounts Receivable module is included in the Completed Pricing Back-up Section, Tab 10. PC Scale Technologies' application reporting is built on Crystal Reports. With Crystal Report writer and the PC Scale Technologies WR data schema the county will be able to produce any ad hoc reports they need. PC Scale, Inc. will provide the database schema upon receiving a signed Non-Disclosure agreement from Lake County. See Tab 12, section 12.3 for the PC Scale, Inc. Non-Disclosure Agreement.

Proposal should include examples of ticket format and reports that the system is capable of producing. Preferably, a CD will be provided containing a demonstration of the scale program, ticket information, reporting building function, invoices, and A/R tracking.

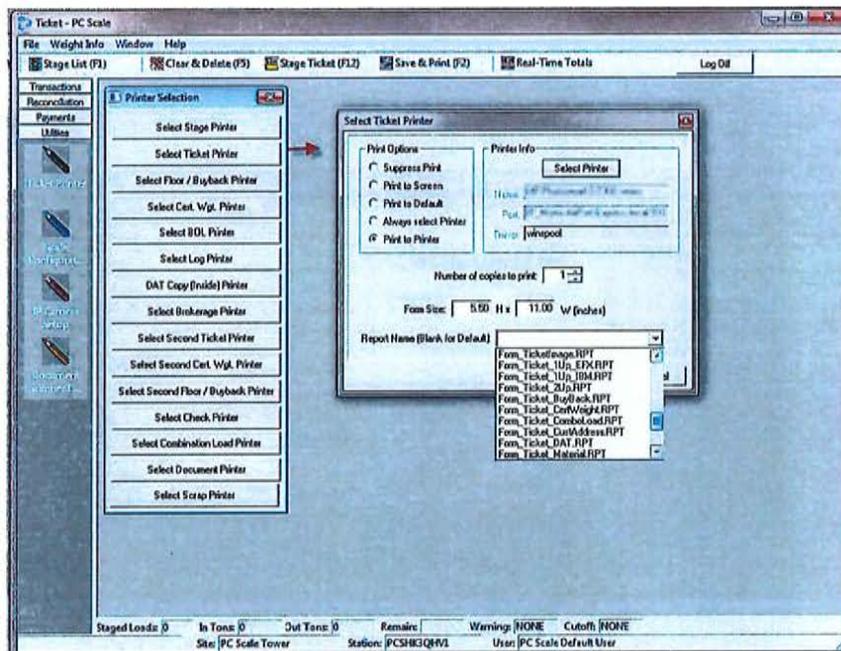
PC Scale Technologies Response Example Reports and Ticket Formats

See Tab 12, section 12.8 for examples of PC Scale Reports and Ticket receipts. The PC Scale Technologies™ ticket format can/easily be modified to meet the specific requirements of the County. In addition the PC Scale Technologies WR application offers the option to configure different ticket formats, paper stock types and default printers for the following ticket types:

- Stage Ticket Printer – to provide a transaction receipt for vehicle while in the facility. Stage Ticket receipts are optional, but can be beneficial for random load checking, for expediting the recall of the vehicle's transaction on the outbound scale or for adjusting the LEED load breakdown by weight percentages or by cubic yards.
- Final Tickets work in conjunction with settings at the customer level to suppress the printing of stage or final tickets, suppress the printing of weights and / or rates on the ticket (a full capture of weight and rates is included with the ticket transaction for billing and reporting purposes, this function simply prevents the information on the ticket receipt). Additionally Customer View setup can direct a copy of the final ticket to a second printer if desired.
- BOL (Bill of Lading) for outbound loads
A bill of Lading can be set to print for select customers based on the Customer setup, and prints as a second document for outbound transactions.

- **Certified Weight Receipts**
If the county provides Certified Weight Services, a certified weight receipt is printed in place of the standard ticket transaction receipt. The type of transaction selected from the Ticket Transaction screen determines if the transaction is a simple certified weight transaction.
- **Additional ticket formats can be defined for Floor Scale Transactions (commonly used for buyback operations), brokerage transactions, Combination Load transactions, Scrap transactions and even a format to print transaction information to pre-printed check stock.**

The illustration below shows the Ticket Utilities Printer Selection view of the Ticket printer setup options.



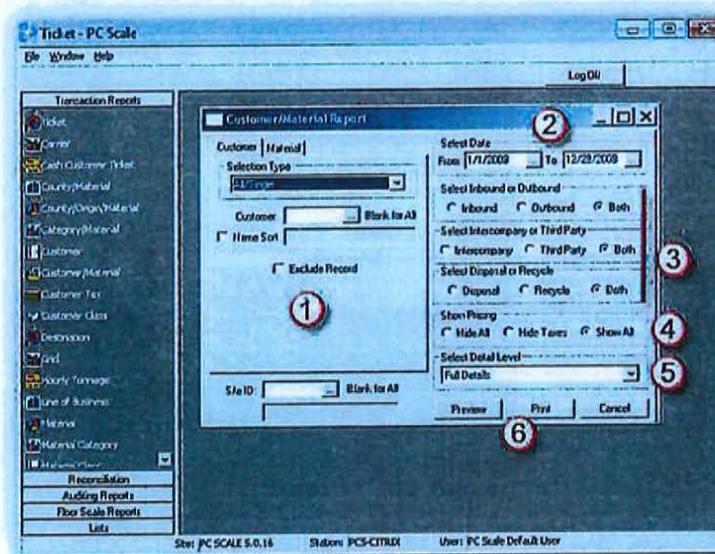
Access to an online demo system can be provided to selected County Personnel upon request

Reporting Functions

The PC Scale Technologies™ WR Reporting Module offers native, powerful, flexible and advanced selection and template options to virtually customize each of the standard reports right from the user interface. Selection type allows the user to set a single value, a list of values or a range of values for one or more attributes of the report. Selection type configuration can be saved for reuse.

The numbered list below lists the robust reporting interface features called out on the related illustration.

- 1) Quick Select options – allow for quick selection of filter data for each report
- 2) Select Date allows the user to set the date range for the report data
- 3) Quickly filter on common transaction attributes such as direction (Inbound / Outbound), Internal or External customers (Intercompany or 3rd party – such as County Departments vs. Public Customers), Disposal or Recycling (as determined at the Material / Service code level)
- 4) Show Pricing provides a quick select to mask or display dollar amounts on the report
- 5) Select Detail level provides one or more format options to the grouping and detail level of the report.
- 6) Each report can be printed directly or sent to the screen as a preview. From a screen preview, Crystal Reports provides multiple options for exporting any PC Scale WR report to a variety of file formats.



PC Scale Technologies™ software is built on Microsoft SQL. MS SQL is fully compliant with the native ODBC drivers that ship with Microsoft Operating systems. Connecting third party report writing applications to the database from outside of the PC Scale Technologies™ application is a quick and easy process for any ODBC compliant application. And, MS SQL Query is one of the most powerful tools for mining data and writing ad hoc reports as needed.

The report writer is SAP Business Objects Crystal Reports. Crystal Reports can be used to create ad hoc reports outside of the PC Scale application. A basic feature of Crystal Reports is the report export function. A base report can be exported to a variety of file formats, including MS Excel. This useful feature is often used for further analysis of system information. See Tab 12, section 12.8 – page 13 for a list of export format and file destination options.

Other requirements:

1) Negative balances (on tickets) should not be permitted.

PC Scale Technologies Response

Negative balances on tickets are not possible in the PC Scale Technologies™ WR system. Ticket transactions cannot have a negative net weight or negative quantity. Further controls over revenue include security role access to rate setup at the Material / Service charge code level or for override rates configurable for Tiered pricing, Profiles / Projects, Price Sheets and at the Customer level.

2) System should include a correction module which lets you correct errors and re-bill.

PC Scale Technologies Response

Stage Tickets can be edited or voided if errors are discovered before the ticket is finalized*, Final tickets can be voided, or edited and reprinted* for corrections, if errors are discovered prior to billing. The PC Scale Technologies™ AR system provides for applying manual debits or credits to the customer account through manual charges* and/or adjustments*.

Site level configuration sets system rules regarding locking tickets to the current open period, and or locking tickets once invoiced.

*System Security Role setup grants or restricts access to voiding or editing tickets, changing setup data, reprinting tickets or posting charges and adjustments. The system's auditing functions will retain a permanent record of voided, edited and reprinted tickets, changes to setup tables. Standard reports provide a history of all transactions affecting the customer's account.

3) We should be able to match codes to vendors to type of materials. Tags for duplicate billing should be flagged by systems.

PC Scale Technologies Response

The PC Scale Technologies™ WR application is designed for quick and accurate transaction processing with as few keystrokes or mouse clicks as possible. Defaulting materials for a transaction is only part of the benefits of setting and utilizing default values.

Material Defaults

- Material charge codes can be set as default to a truck.
- Trucks are linked to customers.
- Truck defaults can be a single Material / Service charge code, or a Load Mix (a predefined list of weight based materials broken down by a preset percentage of the total weight of the load).
- Origin and Customer override pricing are just two of the pricing override options available and can set restrictions on which additional material / service codes will be allowed for the transaction.
- Additionally, a material can be defaulted to a Route ID

Reporting

PC Scale Technologies™ WR reporting module offers a variety of reports for Customer, Customer / Material, Customer / LEED project, Material, Material, Origin / Material just to name a few. The PC Scale Technologies™ reporting system offers over 100 base reports. Refer to Tab 12, section 12.8 for a list of PC Scale Technologies™ reports, and report examples.

Other default values that can be set for quick and accurate transactions

The Truck entered for the ticket transaction is the anchor for the rest of the ticket transaction. Truck defaults, once set, provide a pre-determined value for the transaction*. Using truck defaults means a transaction can be completed by entering in the Truck ID, acquiring the truck's weight on the scale, and completing the ticket.

Truck default settings include, but are not limited to:

Vehicle Tare, Seasonal Tare and re-tare schedule, tare threshold. <i>Truck Tare History is automatically retained for each truck</i>	Max Gross, Axle limits, permit number, permit expiration date.
Truck Type, Requires Trailer Y/N,	Vehicle License, VIN, Make, Model and Year
Customer, Carrier, Origin, Material or Load Mix, Status, Driver, Daily Route	Ticket Screen pop message for inactive vehicles or for general alerts for the scale operator.

*Defaults are optional and can be changed, if needed, at the table setup level or temporarily at the time of the ticket transaction. Security role authorization for each user determines their access to system functions, such as altering setup data or overriding values on the ticket transaction.

4) The newer systems should be able to link to other applications such as MS Excel, MS Word and other reporting features.

PC Scales Technologies Response

PC Scale Technologies™ software is built on Microsoft SQL. MS SQL is fully compliant with the native ODBC drivers that ship with Microsoft Operating systems. Connecting third party report writing applications to the database from outside of the PC Scale Technologies™ application is a quick and easy process for any ODBC compliant application. And, MS SQL Query is one of the most powerful tools for mining data and writing ad hoc reports as needed.

The report writer is SAP Business Objects Crystal Reports. Crystal Reports can be used to create ad hoc reports outside of the PC Scale application.

5) We should be able to export reports to printer, MS Excel, MS Word or PDF within software for convenient printing and analysis.

PC Scale Technologies Response

In addition to sending reports to any local or available network printer, a basic feature of Crystal Reports is the report export function. A base report can be exported to a variety of file formats, including MS Excel. This useful feature is often used for further analysis of system information. See Tab 12, section 12.8 for a list of export format and file destination options.

6) Any existing databases should be able to convert directly into the database used by the new system. All ticket data in the current system shall be imported into the new system. Any data conversion that is necessary to accomplish this task shall be done by the vendor and included in the cost of the system. System should also address any other current issues listed in the "Background" section of this document.

PC Scale Technologies Response

PC Scale Technologies' experienced project team will work closely with the County staff to ensure a smooth and accurate transition from the legacy system to the new PC Scale Technologies™ application. The PC Scale project team has years of experience with data conversions from many types of systems.

The cost of the data conversion is factored into the pricing proposal, see tab 10 Completed Pricing Back-Up section.

7) In any new computer hardware is required to run the system; the proposal must indicate what hardware is necessary. While the County may purchase the hardware, the costs will be factored into the overall price of the system. This includes any servers, printers, credit card processing machines, etc.

PC Scale Technologies Response

See the Hardware and Software Requirements in Tab 12, section 12.2 for hardware, software requirements

System Transition:

Upon network connectivity, the system should be able to resume its functions and syncing processes normally. Proposal and price will include initial training and support. A transition approach/plan should be included to cover timeline, method (parallel, phased, big bang, etc.), possibility of migrating existing data or how data would be accessed, training schedule, etc. Include in the proposal a training/test environment option where possible. The new system must be fully functional, training complete and ready to go live prior to June 1, 2013.

PC Scale Technologies Response

The PC Scale Replication process, if interrupted by a loss of network connectivity, will resume the scheduled replication process once network services are restored.

The price proposal includes installation, system testing, staff training and Go Live support. The PC Scale Project Manager will work with the County staff to establish a transition approach and plan, with a project timeline, project mile stones and assigned project responsibilities. The project plan will ensure the County has a seamless transition from the old system to the new system.

While each project is unique in scope a sample project plan is provided as a basic outline of an implementation project. See tab 12, section 12.7

Optional Services

Propose options and prices for replacement or addition of computer workstations, server, or related computer system components along with recommended specifications. County reserves option to purchase such equipment outside of proposal. Include any recommended changes to computer systems infrastructure to improvement system performance and efficiency.

PC Scale Technologies Response

See hardware and software requirements tab 12, section 12.2 for hardware and software requirements.

System Upgrades:

Typical System upgrades and annual support costs should be included and will be evaluated as part of this proposal.

PC Scale Technologies Response

PC Scale Technologies offers upgrades as part of our support contract. PC Scale Technologies does not require upgrading, but upgrades may be required due factors beyond the control of PC Scale Technologies. Please refer to tab 12, section 12.4 for information related to the Microsoft SQL and Windows Operating Support-lifecycle.

See Tab 12, section 12.1 Software License and Support Contract.

D. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

PC Scale Technologies responses in this section will be presented as an excerpt from the original RFP document followed by a PC Scale Technologies reply.

5) We should be able to export reports to printer, MS Excel, MS Word or PDF within software for convenient printing and analysis.

PC Scale Technologies Response

In addition to sending reports to any local or available network printer, a basic feature of Crystal Reports is the report export function. A base report can be exported to a variety of file formats, including MS Excel. This useful feature is often used for further analysis of system information. See Tab 12, section 12.8 for a list of export format and file destination options.

6) Any existing databases should be able to convert directly into the database used by the new system. All ticket data in the current system shall be imported into the new system. Any data conversion that is necessary to accomplish this task shall be done by the vendor and included in the cost of the system. System should also address any other current issues listed in the "Background" section of this document.

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PC Scale Technologies responses in this section will be presented as an excerpt from the original RFP document followed by a PC Scale Technologies reply.

Section 1.13.2 C Proposal shall be organized into the following manner

PC Sale Technologies Response

Tab 12 – Other information appears to be a duplication of the description of Tab 8, PC Scale Technologies will utilize Tab 12 to provide relevant information to our responses. References will be made to Tab 12 throughout this response to RFP 12-0425.

Section 1.9, page 6 - Completion of Work From Date of Notice to Proceed

The vendor shall state in its offer the number of calendar days from the date of the Notice to Proceed in which it will guarantee to complete the work, repair, and/or service. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled "Method of Award". The completion date shall not exceed thirty (30) calendar days after date of notice to proceed.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

PC Scale Technologies Response to Section 1.9 Completion of Work From Date of Notice to Proceed

PC Scale Technologies is hereby reaffirming there are many circumstances outside of our control that potentially impacts a project implementation schedule, such as County's staff's available time, County's vendor's ability to deliver goods and services, acts of nature, etc. PC Scale Technologies cannot be held responsible for disruptions to the project plan for circumstances beyond our direct control.

Section 1.11: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

PC Scale Technologies Response to Section Deficiencies in Work to be Corrected by the Vendor

PC Scale Technologies will work diligently, expediently and in good faith to correct any deficiencies identified by Lake County in the shortest amount of time possible. Given there are many circumstances outside of our control that may impact corrective action, that include, but may not be limited to County's staff's time, County's vendor's ability to deliver goods and services, acts of nature, etc. PC Scale Technologies should not be held responsible to a strict two (2) day limit for corrective action where circumstances may be outside of our control. PC Scale will work closely with Lake County to ensure corrective measures are provided as quickly as possible.

Addendum No. 1 Credit Card Processing – Bank of American**PC Scale Technologies Response**

The PC Scale Technologies WR solution has built-in interfaces to two Merchant Partners and BluePay Gateway service providers. Both Merchant Partners and BluePay are fully PCI compliant service providers and both are compatible with the major credit card authorizing networks. The County will contract for Gateway services directly with the Gateway Service provider. For more information regarding Merchant Partners and BluePay Gateway providers see Tab 12 section 12.6

Section 4 – Pricing / Certifications / Signatures

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.

PC Scale Response

Each software solution is unique in scope and requirements for application version, number of licenses, required add-on modules, additional peripherals, installation time, training time and on-going support. PC Scale, Inc. will offer fair and competitive pricing for all customers, including other Counties in the state of Florida as we always have.

Section 4 – Pricing / Certifications / Signatures

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This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.

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SCOPE OF SERVICES

Lake County Board of County Commissioners is using a set of principles to guide this procurement of scale software for the Solid Waste Division. These principals are seen throughout the RFP and must be addressed by the proposing vendors. These principles are as follows:

- Proven Technology, Products, and Services: Lake County BCC is interested in purchasing “off the shelf” technologies that will have demonstrated a high degree of functionality, dependability, and ease of use, as well as in contracting with a company with an excellent track record.
- Lake County BCC desires a “turnkey” system: Lake County is interested in purchasing technologies and the related services that shall ensure a fully functioning set of technologies meeting the required specifications.
- Support of Product: Lake County considers support of the product (technical and otherwise, by telephone and online) to be as important as the product itself. The vendor shall be held to a high standard as is specified in the RFP.
- Performance/Functional Specifications: This scope of services allows for flexibility in developing a proposal. The focus of the procurement is on performance specifications. The vendor is frequently requested to use their best judgment and explain in detail their approach in meeting the specifications of this RFP.

BACKGROUND

The Central Waste Facility (CWF) processes between approximately 50 – 900 tons per day. The CWF has one scale for inbound traffic and one for outbound traffic. The current solid waste management system is very old and called Scale Automation. This system resides on 2 machines and is on a County network. Other office computers exist on the same LAN, which may occasionally access the scale system for reporting purposes. Customer billing is performed on this replicate system.

Currently: The system provides client tickets which are posted to invoices once a month. The invoices are matched to tickets and mailed. Revisions or corrections are not permitted after posting. Payments are posted by invoices (some customers pay by ticket). The payments have to be matched manually and then posted proportionately as needed to accounts in database.

For reporting purposes, all of the tickets are copies to a reporting server. The reporting server allows employees to run ad-hoc reports in addition to daily, weekly and month automated reports. The current reporting solution is built on Microsoft SQL Server Reporting Services.

Current issues:

Issues with the current system include but are NOT limited to the following:

- The current system is very old and the maker no longer exists.
- The current system does not support Windows 7.

Overview:

The County anticipates that the vendor selected for this project will provide a landfill scale management system complete with software, training, reporting, manuals, support and upgrades as needed. The County anticipates using the System for its customer billing / AR functions conducted at the County Public

Works office located offsite. Scale management system shall support two attended scales. System shall support weighing inbound and outbound vehicles which do not have tare weights stored in the system.

General Requirements:

System shall support scale house PCs for customer transactions and allow for at least 3 other computers/users to connect to system for data review, report generation, and billing functions (5 user licenses).

The scale house system shall sequence ticket numbering on a real time basis and at a minimum, capable of producing tickets for flat rate transactions with ability for add on charges for additional unit items (i.e. bulky items, refrigerators, etc.). The System and its configuration shall be optimized for performance and usability considering all computer systems and network resources. Replication to reporting/billing server should be streamlined, automated, and efficient. Weather and conditions have caused instable power and connections. System in general should be self-sufficient and operate locally within the scale house in the event it is disconnected from the LAN and/or WAN.

System shall have the ability to support credit card transactions (card charging systems are already in place). If new credit card processing machine needs to be purchased to support the system, it should be included in the cost. It is the County's preference that all credit card processing be performed by a reputable card processing service and compliant with PCI standards.

A LEED module (or similar) is needed to track and report waste by hauler, type, weight and quantity.

A Driver's license module is also required that will enable the county to swipe driver's licenses magnetic strip with one reader and upload information with minimal entry.

System should be adaptable to changing technology and needs. More specifically the system should be compatible with leading industry software such as Microsoft Windows 7, Windows Server 2008, Office 2007/2010, SQL Server 2008/2012, etc. where applicable. The software should be updated to support new desktop and server operating systems in a reasonable time period.

Accounting and Report Functions:

The system shall have an Accounts Receivable module. The system shall have a report builder function that allows reports to be created from any of the typical data fields.

Proposal should include examples of ticket format and reports that the system is capable of producing. Preferably, a CD will be provided containing a demonstration of the scale program, ticket information, reporting building function, invoices, and A/R tracking.

Other requirements:

- 1) Negative balances (on tickets) should not be permitted.
- 2) System should include a correction module which lets you correct errors and re-bill.
- 3) We should be able to match codes to vendors to type of materials. Tags for duplicate billing should be flagged by systems.
- 4) The newer systems should be able to link to other applications such as MS excel, MS Word and other reporting features.
- 5) We should be able to export reports to printer, MS Excel, MS Word or PDF within software for convenient printing and analysis.
- 6) Any existing databases should be able to convert directly into the database used by the new system. All ticket data in the current system shall be imported into the new system. Any data conversion that is

necessary to accomplish this task shall be done by the vendor and included in the cost of the system. System should also address any other current issues listed in the “Background” section of this document.

7) In any new computer hardware is required to run the system, the proposal must indicate what hardware is necessary. While the County may purchase the hardware, the costs will be factored into the overall price of the system. This includes any servers, printers, credit card processing machines, etc.

System Transition:

Upon network connectivity, the system should be able to resume its functions and syncing processes normally. Proposal and price will include initial training and support. A transition approach/plan should be included to cover timeline, method (parallel, phased, big bang, etc.), possibility of migrating existing data or how data would be accessed, training schedule, etc. Include in the proposal a training/test environment option where possible. The new system must be fully functional, training complete and ready to go live prior to June 1, 2013.

Optional Services

Propose options and prices for replacement or addition of computer workstations, server, or related computer system components along with recommended specifications. County reserves option to purchase such equipment outside of proposal. Include any recommended changes to computer systems infrastructure to improvement system performance and efficiency.

System Upgrades:

Typical System upgrades and annual support costs should be included and will be evaluated as part of this proposal.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these

- requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
 - D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
 - E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
 - F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be

governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its

power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their

respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

RFP TITLE: Scale Management Software

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;"> Addendum #1, Dated: <u>January 22, 2013</u> Addendum #2, Dated: <u>January 31, 2013</u> Addendum #3, Dated: <u>February 5, 2013</u> Addendum #4, Dated: <u>February 7, 2013</u> </p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

PRICING SECTION

Total costs submitted below shall include licensing, installation, data conversion, training, labor, manuals and travel as specified in this proposal.

Software:

Total cost of software as specified: \$ 22,625.00

Software Maintenance and Support:

Annual cost of maintenance and support (as specified): \$ 1,900.00*

Grand total cost of software and annual software maintenance and support as specified in this proposal:
\$ \$24,525.00

Option A – Additional Users:

Cost per user: \$ 995.00

Option B – Annual Software Maintenance after expiration of initial one (1) year of support:

\$ 1,900.00*

*All upgrade cost is included, labor for the upgrade installation would be quoted and billed at the time of the upgrade.

Completed Pricing Back-up Section

Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

PC Scale Response

The list of Software Module Licenses, Software Installation Labor, Training Labor, Support Maintenance and Upgrades below are included in the totals presented in the Pricing Section of the completed and signed RFP, Tab 9, page 25.

Software Licenses and Modules

- PC Scale Technologies™ Base Scale System License
- PC Scale Technologies™ Client-Server Multiuser Networking License Pack - 5 Clients (requires Base Package)
- PC Scale Technologies™ Accounts Receivable Module License
- PC Scale Technologies™ Card Present Credit Card (Card Present) Swipe and Authorization Module, includes two USB magnetic swipe readers
- PC Scale Technologies™ LEED Module
- PC Scale Technologies™ Driver's License Module With Mag Stripe Swipe Reader, software and one reader (for use with MS SQL), USB connection required
- PC Scale Technologies™ Replication Module License

Software Installation and Training Labor

- Project Management Included
- Installation and Training Labor Included
- Data Conversion Included
- Development (none required based on the RFP)
- Travel Labor Included
- Travel Expenses Included
- Freight Included
- Applicable Taxes Included

Support Maintenance with Upgrades

Software upgrades included in the annual Software Maintenance cost, with labor being quoted and billed separately at the time of upgrade

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0425

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (count/state): Chester County, PA
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:	
Firm Name:	<u>PC Scale, Inc</u>
Street Address:	<u>195 S Fifth St, Oxford PA 19363</u>
Mailing Address (if different):	<u>PO Box 98, Oxford PA 19363</u>
Telephone No.:	<u>(610) 932-4006</u> Fax No.:
	<u>(888) 806-4006</u> E-mail:
	<u>ptaffe@pcscale.com</u>
FEIN No. <u>23</u>	<u>-2940747</u> Prompt Payment Terms: <u>2</u> % <u>10</u> days, net <u>30</u>
Signature:	<u><i>Patricia Taffe</i></u> Date: <u>Feb. 8th, 2013</u>
Print Name:	<u>Patricia Taffe</u> Title: <u>VP Finance and Administration</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input checked="" type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	<u><i>S. Rogers</i></u> Date: <u>06-26-13</u>
Printed name:	<u>Sandra Rogers</u> Title: <u>Contracting Officer</u>
Purchase Order Number assigned to this contract for billing purposes: _____	

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

VENDOR PROFILE FORM

<p>1. Bidder Name & Address:</p> <p>PC Scale, Inc 198 S. Fifth St PO Box 98 Oxford, PA 19363</p>	<p>1d. Licensed to do business in the State of Florida?</p> <p><u>X</u> Yes _____ No</p>
<p>1a. FEIN #</p> <p>23-2940747</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact</p> <p>Erin Hanley (800) 962-9264</p>
<p>1b. Year Firm was established <u>1986</u></p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p>Yes _____ No <u>X</u></p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> <p>See Personnel Resumes starting on page 6 in Tab 1 Proposer Profile & Required Information.</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: <u>Patricia Taffe</u> Date: <u>Feb. 8th, 2013</u></p> <p><u>Patricia Taffe</u> VP Finance and Administration</p> <p>(Typed or Printed Name) (Title)</p>	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<p><u>Project Name, Entity Name, Address & Location</u> See Tab 5 for completed Similar Projects Forms</p>	<p><u>Contact Person:</u></p>
<p>Completion Date (Actual or Estimated) _____ Project Cost: \$ _____</p>	<p><u>Title:</u> <u>Telephone Number</u></p>
<p><u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).</p>	
<p><u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u></p>	