

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No. L9867-1/20
<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other (Government Access)	LIVING WAGE APPLIES: __ YES <input checked="" type="checkbox"/> NO				

Requisition/Project No: RQSW1800001 TERM OF CONTRACT: 6 years with 2, 3 year OTRs
 Requisition/Project Title:- Scale House Operating Software

Description: Miami-Dade County is soliciting proposals for a new automated and comprehensive Scalehouse Operations and Accounts Receivables System (System). The System shall provide a variety of functions including but not limited to:

- Inbound/outbound vehicle processing
- Unattended vehicle processing
- Vehicle creation and maintenance
- Account billing and invoicing with multiple payment types
- Payment application
- Custom report capabilities
- System interfaces

DSWM is seeking to procure a turnkey, off-the-shelf software system that supports automation of all the necessary functions related to scale house reporting and accounts receivable process. The proposed System shall be inclusive of all software licenses, implementation, configuration, testing, planning, data migration, documentation, training, and subsequent software maintenance and support services throughout the term of the resultant contract.

User Department(s): Department of Solid Waste Management
 Issuing Department: Department of Solid Waste Management Contact Person: Deborah Silver Phone: 305-375-2790
 Estimated Cost: \$970,000 Funding Source: Proprietary Funds REVENUE GENERATING: N/A

ANALYSIS

Commodity/Service No: 78084, 98846, 20554, 92045			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING (1 st term & OTR 1)	OTR 2	OTR 3
Contractor:	Paradigm Software, LLC		
Small Business Enterprise:			
Contract Value:	\$123,500		
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Caroline Burgos Date to SBD: 06/05/2019
 Date Returned to PM: _____



**REQUEST FOR PROPOSALS No. RFP-00754
FOR
SCALE HOUSE OPERATIONS SOFTWARE**

PRE-PROPOSAL CONFERENCE TO BE HELD:

June 18, 2019 at 2:00 PM (local time)
Department of Solid Waste Management
2525 NW 62nd Street, 5th Floor, Room 5600

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Department of Solid Waste Management

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Caroline Burgos, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1084
E-mail: Caroline.Burgos@miamidade.gov

PROPOSALS DUE:

June 28, 2019 at 6:00 PM

IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE. THE PUBLIC SERVICE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.

(SEE IMPLEMENTING ORDER NO. 7-7)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County (the "County"), as represented by the Miami-Dade County Department of Solid Waste Management ("DSWM"), is soliciting proposals for a Scale House Operations Software and Hardware System (the "System"). The County is seeking a System that addresses the County's operational and technical requirements that will minimize the need for extensive customizations. The selected Proposer will install, configure, customize, develop interfaces, test, and implement the System to operate in an optimal fashion in accordance with the Scope of Services. The selected Proposer will be responsible for delivery of the System inclusive of all software licensing, documentation, training, and subsequent software maintenance and technical support.

The County anticipates awarding a contract for a six (6) year period, with two (2), three (3) year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	June 5, 2019
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five (5) days in advance.
Deadline for Receipt of Questions:	June 21, 2019
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	July 2019
Projected Award Date:	November 2019

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Competitive Selection Committee" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation.
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The word "Customer" to mean customers entering scale house facilities for the purpose of dumping debris (i.e., garbage, trash, tires)
5. The words "Gross Weight" to mean the total weight of the Customer's vehicle, container and/or trailer as well as the debris loaded in the vehicle (prior to dumping – full weight).
6. The words "Material Type" to mean the debris the Customer is dumping (i.e., garbage, trash, tires, clean yards trash).
7. The words "Net Weight" to mean the difference between the vehicle's Gross Weight and the Tare Weight.
8. The words "Origin Type" to mean location or customer group from where the debris (material) came.
9. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
10. The words "Proposal Submittal Form" to mean the web-based form identified in Section 6.0 of this Solicitation.
11. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.
12. The words "Scale House Operator" to mean staff responsible for operating weight scales, scale computer, software programs, data entry, cashier duties, at the scale house facilities.
13. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the Work to be performed by the Contractor.
14. The word "Services" to mean the installation, configuration, customization, development, testing, and implementation of the System to operate in an optimal fashion in accordance with the Scope of Services.
15. The word "Solicitation" to mean this Request for Proposals ("RFP") document, and all associated addenda and attachments.
16. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
17. The words "System Administrator" to mean County staff responsible for User administration of the System.
18. The words "Tare Weight" to mean the total weight of the vehicle and/or container when empty.

19. The words "Tare Weight Sticker Number" to mean a sticker placed on the side of registered vehicles for the purpose of identification.
20. The words "Tipping Fee" to mean the Customer's material weight multiplied by their net tons.
21. The word "Transaction" to mean the action of conducting business at the scale house facilities.
22. The words "Total Fee" to mean the total of the tipping fee, transfer fee and special fee.
23. The words "User" to mean County staff assigned to use the System.
24. The word "Work" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 **General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of proposals.

As further detailed in the Proposal Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119 of the Florida Statutes (the "Public Record Law")

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 **Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or Request for Qualifications ("RFQ"), after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor or the County Mayor's staff, or County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor or the County Mayor's staff; or
- potential proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the County Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board"), during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code are prohibited.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the Board; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the Board or a County board or committee.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers 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 in another Proposer for the same contract. Proposals found to be

collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Introduction

The County, as represented by DSWM, is soliciting proposals for a Scale House Operations Software System. The System will address the following functionalities:

- Transaction processing at manned and un-manned scales
- Customer management
- Vehicle/Truck management
- Accounts receivable
- Administrative functionality
- Reporting functionality
- Web portal for Customers
- Interfaces with existing hardware/systems

The System shall be inclusive of all software licenses, necessary hardware, such as (but not limited to) servers, workstations, RF Readers, proximity readers, junction boxes, optical board switches, optical board switches, and touch screen kiosks, implementation, configuration, testing, data conversion training, and subsequent software maintenance and support services throughout the term of the resultant contract.

2.2 Current Operating Environment

The County processes approximately 480,000 inbound and outbound waste disposal transactions and has over two hundred (200) customer accounts, generating over \$100 million annually in billing invoices. These transactions are conducted at seven (7) major facilities located across the County (Refer to table presented in the table on page 6 in section 2.3). The County' current scale house processing consists of three (3) phases; (1) pre-vehicle processing, (2) vehicle processing, and (3) post-vehicle processing.

2.2.1 Pre-Vehicle Processing

The purpose of the pre-vehicle processing phase is to establish a new Customer account, the vehicle/container's Tare Weight, cubic yards, and to provide the new Customer with a Tare Weight Sticker Number. The County utilizes software (Paradigm) that is integrated with truck scales in order to weigh vehicles making disposal deliveries (both inbound and outbound), accurately calculate, and bill Customers for the net weight delivered to County disposal facilities. That information and the vehicle/container's license plate number, fleet number, Material Type, and Origin Type is stored in the current scale house system's database. As a result, the next time the Customer's vehicle/container enters one of the scale house facilities, the Scale House Operator will have direct access to all of the pertinent vehicle and account information associated with the vehicle's sticker number. It should be noted that it is not mandatory that vehicles be stickered. Non-stickered vehicles are required to weigh-in their initial load (Gross Weight), dump their load, then return to the scale to be weighed again (Tare Weight).

2.2.1.1 Contract Accounts

The County has some Customers that signed term agreements to receive a reduced Tipping Fee when using the scale house facilities. During the pre-vehicle phase, the Customer's account profile is identified as a contract account, ensuring that the reduced Tipping Fee is automatically applied to each transaction.

2.2.1.2 Non-Contract Accounts

There are scale house Customers that do not have an agreement in place for a reduced Tipping Fee. During the pre-vehicle phase, the Customer's account profile is identified as a Non-Contract Account, ensuring that the County's standard Tipping Fee is automatically applied to each transaction.

2.2.2 Vehicle Processing

Once the pre-vehicle processing phase is completed, Customers are cleared to use the County's scale house facilities.

2.2.2.1 Vehicle Processing at Manned Scales

When a Customer arrives at a manned scale, the scale house Operator enters the Customer's Tare Weight Sticker Number (if applicable) into current Scale House system's point of sale tool. The system retrieves the Customer's billing account number, vehicle Tare Weight, account type, and other billing related information. The system automatically subtracts the Customer's stored Tare Weight from the Gross Weight to obtain the Net Weight. The system then calculates the Total Fee by converting the Net Weight into tons then multiplying that amount by the Material Type fee. The Scale House Operator processes the Customer's payment and the Customer is allowed to dispose their debris at the designated unloading area. If a Customer does not have a Tare Weight Sticker Number, the Customer will be required to weigh-in their initial load (Gross Weight), and their transaction will be placed on hold. The Customer is then allowed to dump their load, then returns to the scale to be weighed again (Tare Weight), and pay their Total Fee. This process requires the Scale House Operator to swipe the Customer's credit card to validate the funds for their transactions prior to allowing the Customer to dump their load.

2.2.2.2 Vehicle Processing at Un-Manned Scales

Vehicle processing at an un-manned scale is the same as the process mentioned above, however, the Customer is responsible for entering his/her own Tare Weight Sticker Number into a kiosk. The system will automatically calculate the Total Fee. Once the Customer pays the fees, the Customer will have access to the facility to dispose their debris at the designated unloading area.

2.2.3 Post-Vehicle Processing

All transactions processed at County scale house facilities are uploaded in real-time into the current system's database to allow DSWM's accounting division to validate and reconcile payments, create billing invoices, credit/debit memos, and to apply payments.

2.3 Current Technical Environment

All of the County's major scale house processing facilities have their own redundant array of independent disks site servers that support the current scale house system, and are all equipped with high-speed internet connections. Each facility includes an existing truck scales infrastructure. A breakdown of these facilities, the types of debris accepted and the hardware currently installed at these sites is included below.

Scale house Facility	No. of Manned Scales	No. of Unmanned Scales	Scale Indicators	Debris accepted
Resources Recovery Waste-to-Energy Plant 6990 NW 97th Avenue, Doral, FL 33178	4	4	Cardinal 205 and BTEK D410	Garbage, Trash, Clean Yard Trash, Hurricane Trash Tires, Shredded Tires, Transfer Garbage, Transfer Trash, Ash, Transfer Ash, Slurry/Mud, Biofuel Rejects, Trash Residue, Ferrous Metal, Non-Ferrous Metal, RTI Biomass, Fluff and numerous other materials. (Only site that processes outbound transactions)
North Dade Landfill 21500 NW 47th Avenue, Miami, FL 33055	2	1	Cardinal 205	Trash, Clean Yard Trash, Tires, Fines, Hurricane Trash, Contaminated Soil and Transfer Trash. (No Garbage is processed at this facility)
South Dade Landfill 23707 SW 97th Avenue, Homestead, FL 33032	3	1	Cardinal 205	Garbage, Trash, Clean Yard Trash, Hurricane Trash, Contaminated Soil, Tires, Unders and Transfer Garbage, Transfer Trash, Animals and Medical Waste. (Animals and Medical Waste only processed at this site)

Medley Landfill 9350 NW 89th Avenue, Medley, FL 33178	2	0	Mettler Toledo IND570	Garbage, Trash, Tires, Hurricane Trash, Contaminated Soil, Unders, C&D, Cover, Biofuel, Transfer Garbage, and Transfer Trash.
West Transfer Station 2900 SW 72 Avenue, Miami, FL 33155	1	0	Cardinal 788	Garbage, Trash, Hurricane Trash and Mixed Loads only
Center Transfer Station 1150 NW 20th Street, Miami FL 33127	1	0	Cardinal 788 and BTEK D410	
Northeast Transfer Station 18701 NE 6th Avenue, Miami, FL 33179	1	0	Cardinal 205	

2.4 Objectives

The County prefers a commercial “off-the-shelf” configurable System to achieve the objectives listed below:

2.4.1 Transaction Processing at Manned Scales

The proposed System should have the ability to process transactions at manned scale facilities in the same manner as mentioned in Section 2.2.2.1. Additionally, the System should provide the following:

- a) Ability to receive weight data from scale indicators from existing scales or set manual weight data entry or volume data when scales are down.
- b) Ability to set up peripheral devices for transaction processing such as printers, and fingerprint readers.
- c) Ability to capture driver’s license information by scanning or optical character recognition.
- d) Ability to process various payment methods such as credit cards, money orders, unscanned checks, and scanned checks, through the use of County provided credit card scanners, EMV credit card scanners, check scanners, and signature pads.
- e) Ability to process split payments with the same or different credit card or a combination of payment methods for one transaction.
- f) Ability to prohibit Customers from paying with checks from checking accounts that have unresolved issues or insufficient funds.
- g) Ability to print paper tickets from manned and un-manned scale facilities, and send electronic copies via email or text.
- h) Ability to provide a multi-lingual option for Transaction receipts.
- i) Ability to provide Scale House Operators a tally of their daily Transaction, materials, accounts, and payment type totals.
- j) Ability to restrict duplicate Transaction entries during a specified timeframe.
- k) Ability to enforce weight limits.
- l) Ability to prompt warnings when integrated hardware, peripherals, and devices are malfunctioning (i.e., scales, printers, credit card scanners).
- m) Ability to save time stamped recorded video footage of the processed Transaction into the Customer’s account file.
- n) Ability to set up the System for attended or unattended mode.
- o) Ability to provide an end of day function that shows the daily detail and summary reports such as payment and tonnage reconciliation.
- p) Ability to provide an end of day function that creates a daily back up of all transaction files.

2.4.2 Transaction Processing at Un-manned Scales

The System should have the ability to process transactions at un-manned scale facilities in the same manner as mentioned in Section 2.2.2.2. Additionally, the System, should include the following:

- a) Ability to capture vehicle information from radio frequency readers, tags, proxy card readers, bar code scanners, and GPS transmitters.

- b) Ability to provide/integrate with radio frequency readers, proximity readers, junction boxes, optical board switches, optical board switches, and touch screen kiosks.
- c) Ability to interface with electronic payment hardware such as Europay, Mastercard and Visa EMV credit card scanners.
- d) Ability to communicate with security arm gates and traffic lights at facilities.
- e) Ability to set unattended screen reset options after a specific time of inactivity during a Transaction (timeout feature).
- f) Ability to restrict duplicate transaction entries during a specified timeframe.
- g) Ability to prompt rules violations and provide interaction with Customers to correct data entry information.
- h) Ability to enforce weight limits.
- i) Ability to interface with intercom and digital recording system outlined in Section 2.4.7.
- j) Ability to save time stamped recorded video footage of the processed Transaction into the Customer's account file.
- k) Ability to prompt warnings when attached devices are malfunctioning (i.e., scale, kiosk, radio frequency readers).
- l) Ability to work online and offline (stand-alone mode) 24 hours a day, 7 days a week (with or without network connection).

2.4.3 Customer Management

The System should allow the County to create Customer accounts, and collect, store, organize and manage relevant Customer information/data within these accounts. The System should allow Users to create user defined fields and data elements, and should provide the following functionalities:

2.4.3.1 Account Management

- a) Ability to change the account status of an account but not delete the account (User with appropriate security rights).
- b) Ability to store company/business name as well as dba aliases.
- c) Ability to define account status (i.e., active, inactive, pending, expired).
- d) Ability to define account type (i.e., non-profit, pool cash, pre-paid).
- e) Ability to set up third-party hauling accounts.
- f) Ability to capture detailed bill to and ship to addresses.
- g) Ability to capture multiple contact information for each account.
- h) Ability to create notes (free form field with spelling and time and date stamp features).
- i) Ability to create account notifications that will alert Scale House Operators when processing a Transaction.
- j) Ability to define route numbers for account vehicles.
- k) Ability to define zone/area numbers for account vehicles.
- l) Ability to store delinquency account dates.
- m) Ability to provide pre-paid accounts functionality.
- n) Ability to set credit card pre-authorization percentage amounts (the ability to set a percentage of the vehicle's Gross Weight to be used to calculate the pre-authorization amount).
- o) Ability to charge Customers the pre-authorization amount if the Customer does not return to reweigh their vehicle after dumping their load.
- p) Ability to pre-authorize credit card transactions for Customers who do not have their vehicle's Tare Weight saved on file.
- q) Ability to set up and maintain accounting details such as billing cycles (i.e., daily, bi-weekly, monthly billing) and account balances.
- r) Ability to set up default tables entries for individual accounts.
- s) Ability to set up discounts for specific accounts.
- t) Ability to set up scale house transaction processing default information such as site codes, origin types, payments type and material types.
- u) Ability to create site and account specific rates and fees such as facility transfer fees, contract and non-contract rates and special waste fees for animals and asbestos.
- v) Ability to set credit limits on Customer accounts.
- w) Ability to export data in multiple formats including Microsoft Office products (i.e., Excel, Word, PDF).
- x) Ability to email tickets, invoices and statements automatically or manually.
- y) Ability to create custom documents and letters using account's record information.
- z) Ability to associate the vehicles and transactions tables.
- aa) Ability to create and save User generated data filters.
- bb) Ability to filter and modify records within the System.

2.4.3.2 Vehicle/Truck Management

- a) Ability to create and modify vehicle records.
- b) Ability to define vehicle status (i.e., active, inactive).
- c) Ability to change the vehicle status but not delete the vehicle (User with appropriate security rights).
- d) Ability to assign a unique vehicle number.
- e) Ability to link a vehicle to an account.
- f) Ability to store the vehicle's Tare Weight, volume and all relevant information.
- g) Ability to set up vehicle weight limits.
- h) Ability to set an expiration date for vehicle Tare Weight.
- i) Ability to create vehicle type identification to process transactions such as cab, trailer, truck, and container.
- j) Ability to copy an existing vehicle record to create new records with similar characteristics.
- k) Ability to create relevant notes for the vehicle record (free form field with spelling and time and date stamp features).
- l) Ability to create specific notes to print on the Customer's Transaction ticket.
- m) Ability to link documents to the vehicle record.
- n) Ability to set up vehicle options such as the permit number, vehicle type, vehicle status, vehicle status date, serial number, tag number, RF tag number, RF card information, truck detail information (i.e., year, make, model, state registration), driver Id, and preferred scale house facility.
- o) Ability to capture vehicles onboard scale weights to the Transaction ticket.

2.4.4 Accounts Receivable

The County desires a System that includes an accounts receivable module where invoices, statements, credit/debit memos, applying of payments, and reporting is performed. The System, should include the following functionalities:

- a) Ability to search account information such as payments, and billing invoices.
- b) Ability to apply (manually or automatically) fees such as accrued interest, late fees, and collection fees.
- c) Ability to initiate credit and collections process and follow up procedures.
- d) Ability to produce reports about legal documents expiration (letters of credit and bond payment guarantees), and the ability to update the records.
- e) Ability to produce printed and electronic billing statements (by individual accounts or group).
- f) Ability to create and print customized letters and documents for account, including labels to mail the documents.
- g) Ability to set up automatic email communication with Customers regarding statements, invoices, Transactions, etc.
- h) Ability to support electronic billing and electronic invoicing processes, following the National Automated Clearing House Association ("NACHA") guidelines.
- i) Ability to accept NACHA and wire transfers as payment types.
- j) Ability to create automated re-occurring bill account settings for specific accounts while also allowing to manually post/bill individual or group accounts.
- k) Ability to set customized billing cycles (bi-weekly, monthly, daily, etc., with option to cancel at any time.
- l) Ability to create debit and credit memos.
- m) Ability to attach documents to the invoice record.
- n) Ability to calculate finance charges and add them to the account balance, and reflect them in the invoices.
- o) Ability to create notes within the account record with date and time stamp log.
- p) Ability to update, track, view and print information on Customer accounts concerning collection activities (i.e., telephone calls, collection letters, follow up actions).
- q) Ability to create and modify Transactions records.
- r) Ability to display and edit information entered at the remote sites by Users.
- s) Ability for Users to view Customers' electronic signatures associated with each Transaction.
- t) Ability to view and edit special fees charges.
- u) Ability to view and edit split payments and split materials.
- v) Ability to view and edit rates, weights and fees.
- w) Ability to update material and account rates (individually and by groups).
- x) Ability to set advanced rate change entries (effective date of the new rate).
- y) Ability to recalculate Transaction fees after transaction edits (changing of vehicle gross or tare weights).
- z) Ability to reprint Transactions tickets and/or send electronic copies of transaction tickets to Customers.

- aa) Ability to display relevant Transaction information such as Gross, Tare and Net weights, weight capture method (i.e., manual, weight data from scale), scale number, unit measure (tons, pounds, CY), billing status, billing date, and invoice number.
- bb) Ability to display transaction control information such as site code, direction, operator ID in and out, transaction date and time, route number, permit number, and ticket notes.

2.4.5 Administrative Functionality

The County desires a System that allows System Administrators to assign access to the System by roles, providing individual rights and privileges. Scale House Operator's accounting teams, and managers will all have access to different features within the System and it is critical that System Administrators have the ability adjust user security levels when necessary. The System should provide System Administrators with the following functionalities:

- a) Ability to configure and control the data fields and features displayed on the User's screen by implementing role based security.
- b) Ability to limit visibility of confidential data.
- c) Ability to view detailed data entry log information that shows when Scale House Operators and accounting clerks log on and off their User accounts, when they reprint transactions, and other data entry events.
- d) Ability to provide accounting and operations staff with the option to send account and vehicle information to each other with the System's communication tool.
- e) Ability to create new fields and screens after the implementation of the System.
- f) Ability to set a User log off process for inactivity on the screen beyond a specified duration of time.
- g) Ability to provide automatic email notification to Users when assigned activities have been updated or new tasks have been assigned to them or when due dates are nearing.
- h) Ability to configure a flexible workflow management system to automate business processes performed by Users and their associated interface processes.

2.4.6 Integration with Existing Truck Scale Infrastructure

The County desires a System that will integrate with the existing truck scale infrastructure deployed at the various facilities as outlined in Section 2.3. The System should interface with the scales to read weights from the scale indicators, display the weight in the System and automatically record and add the weight to the Transaction ticket.

2.4.7 Reporting Functionality

The County desires a System that will allow Users to view, edit, and modify standard reports and create custom reports as well. The System should provide the following reporting functionalities:

- a) Ability to generate, save, modify, and delete Ad-hoc reports with all available data.
- b) Ability to extract data from the System in various formats (i.e., flat file, .pdf, Word, CSV, Excel) with the ability to print or email the data.
- c) Ability to generate custom reports currently utilized within the existing System (i.e., daily transaction reconciliation reports, Medley Landfill Surcharge report, Covanta O & M Payment report, Covanta Put or Pay report, account aging report, pre-billing account totals report, account activity report).
- d) Ability to merge data into Microsoft Word and Excel templates, and mailing lists.
- e) Ability to create high and low weight reports.
- f) Ability to perform daily transaction reconciliation by site, User, materials, payment options and accounts.
- g) Ability to create paper and electronic financial activities reports detail and summaries (i.e., revenues, Transaction, materials, tonnages) by site, accounts, materials, and payment types.
- h) Ability to create printed and electronic reports, with detailed Customer account history, including vehicles, materials, and tonnages.

2.4.8 Web-based Portal for Customers

The County desires a System that offers a web-based portal that will allow Customers to view Transactions associated with their account and pay account invoices online using the County's payment gateway.

2.4.9 Interfaces

The System should provide one-way and bi-directional interfaces to various third party and internal County systems as further defined in Sections 2.4.9.1 and 2.4.9.2 below. Proposer should conduct a thorough review / assessment of all interfaces to be provided. Noted below are the principal recognized application interfaces required for the proposed System.

2.4.9.1 Internal County System Interfaces

Key Interface related Terms

The column heading “Req’d for Go-Live” indicates the need for the specific interface to be operational with the initial deployment of the System.

- **Y:** Signifies the interface is required to be operational in order to deploy the System.
- **N:** Signifies that an interface is not mandatory in order to initially deploy the System. However, the County expects to have the interface operational prior to final user acceptance.

The column heading “Frequency of Data Flow” describes the anticipated occurrence or regularity of the interface’s data transfer.

- **Real time:** Indicates an interface that must operate dynamically, on demand between systems.
- **Batch:** Indicates a grouped, multiple record/transaction based interface between systems. Typically file based in nature, and often on a predetermined interval (e.g., daily, weekly, monthly).

The column heading “Mode” describes the direction of the interface between the System and the external system.

- **Data Exchange:** Signifies a bidirectional functional interface between systems where data is exchanged between systems.
- **Two-way / Query:** Signifies an interface with a request transaction which receives a data response from the queried system.
- **One-way / System:** Signifies a unidirectional interface between systems in which data is pushed to the System.
- **One-way / Application:** Signifies a unidirectional interface between systems in which data is pushed from the System to the application.

The column “Type” describes the current state of the interface as to whether it presently exists or is simply planned for and expected desired of the proposed System.

- **Existing:** Identifies an interface that is operational and currently in place.
- **Planned:** Identifies an interface that is not operational but is expected to be deployed with the System.

Internal County System Interfaces							
#	Application	Req’d for Go-Live	Vendor	Description	Frequency of Data Flow	Mode	Type (Planned/ Existing)
1.	Department of Solid Waste Hauler Registration System	N	In-House	This system handles the business processes of the Permit Division and provides online access to the customers for registrations, renewals, and payments.	Real Time	Data Exchange	Existing

2.4.9.2 Third Party System Interfaces

Key Interface related Terms

The column heading “**Req’d for Go-Live**” indicates the need for the specific interface to be operational with the initial deployment of a proposed System.

- **Y:** Signifies the interface is required to be operational in order to deploy the System.
- **N:** Signifies that an interface is not mandatory in order to initially deploy the System. However, the County expects to have the interface operational prior to final user acceptance.

The column heading “**Frequency of Data Flow**” describes the anticipated occurrence or regularity of the interface’s data transfer.

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The column “**Type**” describes the current state of the interface as to whether it presently exists or is simply planned for and expected desired of the proposed System.

- **Existing:** Identifies an interface that is operational and currently in place.
- **Planned:** Identifies an interface that is not operational but is expected to be deployed with the System.

Third Party Interfaces							
#	Application	Req’d for Go-Live	Vendor	Description	Frequency of Data Flow	Mode	Type (Planned/ Existing)
1.	Credit Card and Check Payment	Y	Elavon, Inc.	Process payments via Elavon’s Fusebox product, the County’s hosted gateway solution	Real time	Two-way / Query	Existing
2.	Vehicles Onboard Scales	N	Vishay Precision Group	Vishay 9150 Digital CAN Underbody Weighing System are installed on the transfer trucks.	Real time	One-way / Proposed System	Planned
3.	Video Surveillance System	N	Genetec	Genetec Video Surveillance System (Stream Vault SV-32)	Real time	One-way / Application	Planned
4.	Automated Scale Entry Gates and Control Traffic Signals	N	TBD	Automated Scale Entry Gates and Control Traffic Signals	Real time	Two-way / Query	Planned
5.	Optical Character Recognition System	N	TBD	Hardware and software components to capture data entry information from Customer’s vehicles at the scale houses.	Real time	One-way / Proposed System	Planned

6.	Oracle's PeopleSoft Financial Module v9.2	N	Oracle	Miami-Dade's future financial information system	Real time	Data Exchange	Planned
7.	Financial System FAMIS/ADPICS	N		Miami-Dade County's financial information system (Version 5.1)	Batch	Data Exchange	Planned

2.4.10 Payment Card Industry Compliance

The County is seeking a System that fully complies with Payment Card Industry ("PCI") Security Standards. The County's current process for establishing and maintaining such compliance is outlined in Exhibit 2, attached herein.

Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Finance department and Enterprise Security Office ("ESO"), and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification, including cost/benefit analysis by the requesting department / proposed system provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

2.4.11 Data Conversion

The County requires that the selected Proposer migrate seven (7) years of the current scale house system's data to the System (approximately 15GBs of data, 1kb or less of data each file). The data is currently stored in an ORACLE 12c platform. The selected Proposer's staff will perform the extraction and transform steps required to prepare files, in a mutually agreed upon file format, with data from the various sources needing data conversion for load into the System's database. The selected Proposer must map the data of the extracted and transformed files to the database structure of the System. County staff will collaborate with the selected Proposer to answer questions about the data within the files to be used for data load into the System's database. The selected Proposer shall be responsible for the load of the data into the System database.

2.4.12 User / License Quantity

Proposer's Proposal shall include software license(s) to accommodate the estimated number of County Users listed below. The County prefers not to purchase separate licenses for third party applications which are embedded into the System. All licenses that may be required by the System for third party software are to be included with the proposed System.

If the System requires third party software licenses not embedded into the System in order to meet the technical and functional requirements of this Solicitation, the County reserves the right to leverage software license agreements that may be in place between any proposed third party software copyright holders and the entities included as Users for this Solicitation, with the objective of reducing software acquisition or maintenance costs.

- Minimum twenty-five (25) Scale House Operator data processing software licenses.
- Minimum five (5) System Administrator licenses.
- Minimum twenty (20) accounts receivables software licenses.
- Fifty (50) read-only User access.

2.4.13 Hosting Services

The County is considering a County-hosted or a Proposer-hosted System provided it meets or exceeds the performance criteria listed below:

1) 99.25% Network Uptime for Proposer-hosted System

2) Real-Time Transactions Processing

The System must process transactions in real time mode when connected to the internet. For both a County-hosted and Proposer-hosted System, the County requires redundancy, including a main and back-up site, to ensure System availability.-

The main and back-up site must be updated and synchronized at all times. Transaction processing must be 30 seconds or less in normal conditions (network is up – peripheral devices working properly).

3) Stand-Alone Mode

The System must be able to process transactions 24 hours per day, 7 days per week, and 365 days per year. When not connected to the internet, the System must continue processing transactions in each remote site with the exception of credit card and electronic check payment transactions.

4) Historical Data

The System must be able to provide access to the System historical data following the Miami Dade County and the DSWM documents retention policies (minimum 7 years).

Note: In the event that a Proposer wishes to propose both a County-hosted System AND a Proposer-hosted System as different options for evaluation by the County, Proposers shall submit separate Proposals for each County-hosted System or Proposer-hosted System.

2.4.14 Implementation and Transition Services

The selected Proposer shall provide the County with implementation and transition services (the “Implementation and Transition Services”). The Implementation and Transition Services shall maintain the Current Operating Environment described in Section 2.2 and Current Technical Environment in Section 2.3 running parallel throughout the implementation and testing phase until acceptance. The Implementation and Transition Services must address the migration and/or updating and/or replacement of the hardware (if applicable) to prevent operational interruptions.

2.4.15 Training

The selected Proposer shall provide training for the operation, maintenance, repair and configuration of the System and provide such training for a minimum of thirty (30) County employees, including “Train the Trainer” sessions that will enable designated County staff members to train other Users in the use of the System. Training shall be conducted on-site at a designated location provided by the County and be coordinated with approved dates/time by the authorized County project manager. The selected Proposer shall supply an electronic copy of all training materials to the County. Additional training shall be made available via on-line videos or other resources (i.e., user manuals) on an ongoing basis throughout the term of the contract.

2.4.16 Maintenance Services

The selected Proposer shall provide all maintenance support services for the System, including all Proposer provided hardware and software, throughout the term of the contract, including any optional renewal periods, of applicable. This is primarily intended to address the various components of the unmanned scales element of the system. It includes such items as servers, workstations, RF Readers, proximity readers, junction boxes, optical board switches, optical board switches, and touch screen kiosks.

At a minimum, maintenance services shall include updates and upgrades to the System. Maintenance services on the software shall include corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches as well as upgrades to new version releases. Maintenance services for the hardware/device component should include preventative maintenance to combat normal wear and tear from general usage to maintain proper operations as well as repairs of component malfunction/failure.

2.4.17 Technical Support Services

The selected Proposer shall be responsible for providing on-call technical support services to ensure optimal performance of the System, including all components. This should include remote diagnostic tools to detect and correct application errors in the software component. All alerts or error notifications shall be sent to the County Helpdesk. A Helpdesk representative will open a ticket and contact the selected Proposer.

- The County desires an escalation and response time as listed below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update	Performance Penalty for Failure to Comply with Response Time
1=Critical	A major component of the System, whether hardware or software, is in a non-responsive state and severely affects Users' productivity or operations. A high impact problem which affects the Users.	Fifteen (15) minutes	One (1) Hour	Fifteen (15) minutes	\$50 per occurrence
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	One (1) Hour	Four (4) Hours	Thirty (30) minutes	\$50 per occurrence
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	Four (4) hours	Twenty-four (24) Hours	Four (4) Hours	\$50 per occurrence
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	Eight (8) hours	Seventy-two (72) hours for an acceptable work around until final resolution	Weekly Status Call	None

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate proposals are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

Proposer's relevant experience and qualifications including key personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	20
Proposer's approach and methodology to providing the services requested in this Solicitation including System usability, configuration, implementation, hosting, training, maintenance, and technical support services.	20
System Functionality: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, inclusive of the hardware to be provided, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in Section 2.0 of this solicitation.	30
Proposed timeline for complete System implementation, including completion of all customization, configuration, integration, testing, and final system acceptance.	20
<u>Price Criteria</u>	
Proposed price will be evaluated based on the solution proposed and overall best value to the County.	10
Total Points Per Evaluation/Selection Committee Member:	<u>100</u>

4.3 Oral Presentations

Upon evaluation of the technical and price criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises ("SBEs") as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's Proposal. An SBE must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable commodity code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

The SBE must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent (5%) of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable

SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Proposal Submittal Form.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within five percent (5%) of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. Proposer should review the document in its **ENTIRETY**.

6.0 ATTACHMENTS

Draft Form of Agreement

Exhibit 1: Information Technology Department's Technology Model

Exhibit 2: PCI Compliance

Proposer Submission Package, Including:

- Web Forms,* including: Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit
- Proposer Information Section, Including Attachment A – Information Technology Security Matrix and Attachment B – Interface Specifications Matrix**
- Form 1 – Price Proposal Schedule**

***Note 1** – The Web Forms are provided via BidSync for electronic submission.

****Note 2** – The Proposer Information Section, Form 1, and Attachment A and B have been posted to BidSync in the form of fillable Microsoft Word documents.