



MEMORANDUM

Lake County Board of County Commissioners • Office of Procurement Services
315 W. Main St., Tavares, FL 32778 • www.lakecountyfl.gov

To: Melanie Marsh, County Attorney
Through: N/A
From: Sandra Rogers, Procurement Services Manager
Date: 6/19/24
Subject: Contract 24-445 Queue Management System review and approval

Summary:

Legal review noted that risk is mitigated by the low dollar amount and various contract clauses. Per LCC-18, the Board delegates authority to approve contract irregularities to the County Manger. Funded by BS (8%), P&Z (6%), and PW(8%). Parts of this agreement is exempt from public records per F.S.119.0725 section 2(d).

Instructions:

Procurement Services requests review of the attached contract and send to County Manager for signature

Background Information:

BID TYPE: Other - describe GSA

USING DEPARTMENT(S): Building Services (Mary Ellen)

REPLACES CONTRACT NUMBER: n/a

WHY: N/A

Number of BIDS RECEIVED: Pick one

AWARDED TO LOWEST: Pick one

EXPECTED ANNUAL SPEND: < \$25,000.

LAST YEAR SPEND: Yes


SUNBIZ ATTACHED: Yes

INSURANCE VERIFIED Yes
REVIEWED BY: 

Approved as to form and legality:

 6/28/24
Melanie Marsh, County Attorney

Approved by:


Jennifer Barker, County Manager

CAO review: _____



ACF Technologies, Inc.
Standard Service Level Agreement

proposal

Phone: (828) 398-0040 x158

Address: 64 Peachtree Rd, Suite 201
Asheville, NC 28803

UEI: FLCDDJ375QL1

CAGE CODE: 357H8

DUNS: 141876420

GSA: 47QTCA18D002Y

GST/HST: 842843294

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Terms & Conditions

ACF Points of Contact

ACF Technologies, Inc

www.acftechnologies.com
64 Peachtree Rd Ste 201
Asheville, NC 28803
Email: ACFINFO@GOACF.com
Phone: 828-398-0040
Fax: 855-515-5351

ACF Support

Email: SUPPORT@GOACF.COM
Helpdesk Phone: 828-398-0040 X1
Toll Free: 844-869-5556

ACF Sales Department

Email: Sales@GOACF.COM
828-398-0040 X1

ACF Training Department

Email: Training@GOACF.COM

Thermal Ticket Printer Paper

Email: Paper@GOACF.com
Phone: 828-398-0040 x2

Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” / “Agreement”) between ACF Technologies, Inc (“ACF”) and (Customer Name) (“Customer”), together referred to as the “Parties”, for the provisioning of IT services required to support ACF software products, hardware, and hosted services (if applicable).

The Effective Date of this Agreement is Effective Date, and this Agreement shall remain in effect from Start Date to End Date (“Term”)

This Agreement remains in effect until terminated or modified by an Amendment to this Agreement which has been executed by both Parties.

Purpose of Agreement

This Agreement sets forth the terms and conditions for the Standard SLA support services which ACF shall provide to the Customer.

The purpose of this Agreement is to ensure that all required elements and commitments are in place for ACF to provide support services, at specifically designated levels of support and at agreed upon cost and delivery times.

Support Services Terms

Solution Maintenance Description

Solution Maintenance is generally described as maintaining software and hardware intended functionality and compatibility with a supporting operating and technology environment, in accordance with an ACF solution purchase and under such parameters as described in the purchase contract or subsequent overriding contracts. Subject to the payment of the applicable fees.

Support Fees

For perpetual licenses, Customer agrees to pay an annual Support fee of 18% of hardware and software value purchased thru ACF. Fees for renewal terms will be based on ACF's then-current support fees provided, however, that in no event shall the support fee increase by more than 7% per year (unless due to increase in hardware warranty/support costs from the manufacturer).

For annual licenses and hosting, Customer shall pay ACF the fees as outlined in the executed purchase contract(s) on or before the license activation date.

In the event Customer's account is in arrears for more than sixty (60) days for any reason, ACF shall be entitled to immediately place Customer on Support and Service Hold and/or ACF shall have the right to suspend, disable, modify, and/or remove the Hosting Service and may immediately terminate this Agreement unless notified by Customer in advance. No Support, Maintenance, or Hosting Services will be provided while Customer is on this hold, and the Customer's right to use the Hosting Service is suspended, although Subscription Fees and other fees for the Services shall continue to accrue.

All fees are paid in advance.

Changes to Service Level Agreement

Periodic Review

This Agreement is valid from the Effective Date outlined herein through the Term of this Agreement. This Agreement shall be reviewed yearly; however, should such a review not occur during any period specified, the current Agreement will remain in effect for the duration of the Term unless terminated in writing.

ACF is responsible for facilitating yearly reviews of this document and the Customer is encouraged to cooperate and participate.

Review Period: **Annually**

Amendment to Agreement

Any changes to the Terms and Conditions of this Agreement shall require mutual approval of ACF and the Customer. The following conditions may prompt a change to this Agreement: changing service needs, significant variations from previous agreed-upon service standards, unanticipated events outside the control of ACF or Customer, new services provided, and/or modification of service levels.

Renewal of Agreement

This Agreement may be renewed by ACF and Customer at the end of the Term of this contract. ACF strongly encourages the renewal of the SLA as it provides continuous service coverage for the Customer. Any lapse in coverage is subject to the terms and conditions outlined in **the Service Agreement** under the **Reinstatement of Service** clause.

Definitions

Basic Definitions:

“Software Upgrades” is defined as a major platform version release of the Software licensed under this Agreement, e.g., a move from Version 5.9 to Version 6.0. Major platform upgrades, optional modules, systems with certain integrated hardware and system involving non-COTS enhancements will likely require additional ACF labor and training, which may require on-site visits.

“Service Request” is defined as the Error or question reported to ACF. The priority or severity of the Service Request can be found under subset “d” of this section.

“Software Updates” is defined as the distribution, whether public or private, of an initial or new and updated version of ACF software. Software updates refer to service packs (such as Version 5.9 SP1 to 5.9 SP2). ACF shall provide Customer with software minor updates that ACF generally makes available to its other licensees for no additional licensing charge. Customer acknowledges that minor updates regarding point releases typically do not require additional labor and training charges.

“Business Days” is defined as Monday through Friday, excluding public and official holidays observed by the ACF location providing Support.

“Business Hours” is defined as the usual working hours of the ACF location providing Support, which is 8:00 am to 8:00 pm EST.

“Error” is defined as any defect, including but not limited to a security defect, virus problem or other defect in the Software or Hardware which prevents the Software or Hardware from performing in accordance with the documentation.

“Hardware” is defined as the hardware components provided by ACF

“Patch” is defined as a fix to specific Software deficiencies that occur within the Customer’s specific environment. A Patch shall be made available only for the current release.

“Product” is defined as the Software and Hardware purchased from ACF by the Customer.

“Hosting Service” shall mean the services set forth below which are subject to payment of the Hosting fees.

“System” shall mean the server(s) on which the Software is hosted, and all other equipment utilized by ACF to provide the Hosting Services hereunder.

“Intellectual Property” shall mean any patent, copyright, trademark, trade secret, and other intellectual and intangible property rights, including all common law rights and all applications now existing and/or existing in the future and all current and future registrations, including all continuations, continuations in part, and renewals of any of the foregoing.

“Licensed Software” means the software solution procured by Customer

“Customer-Supplied Software” means any software, other than ACF licensed software, required to perform the Hosting Services. Customer-Supplied Software includes Third-Party Software.

“Service Level Support” is defined as the Support as set forth in the Service Level Support section hereof.

“Software” is defined as the software that is covered under this contract and is defined as “ACF/Q-Flow software”. This does not include upgrades, patches, or repairs of Microsoft or other third-party products.

“Unit” is defined as the field replaceable hardware portions of the Product (or parts thereof.)

Support Request for Application Software

For the ACF Standard SLA, Support Requests can be received in the following manner:

1. Email
2. Phone

Before submitting a Support Request, the Customer shall gather as much information as possible regarding the problem before reporting to the ACF Help Desk. The following should be included in any Support Request:

1. Site name, address, and telephone number
2. Site contact name
3. Model and serial number(s) of affected equipment
4. Product name, version, and release
5. Platform (hardware and operating system) on which the software is running.
6. Severity of the problem
7. If submitting a problem, description of the problem (error numbers, error messages, circumstances under which problem occurred, including the events and actions leading up to the problem, and any additional information that may be available, such as log in information, screen captures, data, etc.
8. Brief description of the diagnosis by the Customer personnel.

Service Request Severity Classifications

There are four (4) Service Request Severity Classifications: (a) Critical; (b) High; (c) Medium; and (d) Low. Critical, High and Medium Service Requests pertain to problems in the Product. Low Service Requests pertain to questions about the Product or Services. The four (4) Service Request Severity Classification are defined as follows:

Critical: Error causes most of the Software to be down and unusable, resulting in total disruption of work or other critical business impact; no workaround is available.

High: Error causes major feature/function failure; operations are severely restricted; workaround is available.

Medium: Error causes minor feature/function failure; minor impact on usage, acceptable workaround is deployed.

Low: Minor Error or requested enhancement; general information, documentation error, software modification request.

ACF shall use diligent efforts to meet the following targets for response and resolution to all reported Errors. A response is measured from the time that an Error is reported (by phone for Critical and High Errors) and all supporting detail has been provided. A Resolution is an answer, fix, or a workaround to the Support Request. ACF shall provide resources on a substantially continuous basis to address Critical or High Errors until resolved.

Under Software Application(s) SLA, Customer can expect the following response times:

Type of Error	Response Target	Resolution Target	Nature of Resolution	Shipment Method
Critical	30 minutes	1 business day	Workaround is provided, patch is provided, fix incorporated into future release.	Overnight Shipping (shipment needs to be determined prior to 2:00 pm EST for guaranteed Next Day Air.
High	30 minutes	2 business days	Workaround is provided, patch is provided, fix incorporated into future release	Overnight (shipment needs must be determined prior to 2:00 pm EST for guaranteed Next Day Air.
Medium	1 business day	10 business days	Answer to question(s) provided, workaround is provided, fix incorporated into future release.	Ground Shipping
Low	3 business days	Next Release	Answer to question and/or workaround or fix provided. Enhancements implemented at ACF' s discretion.	Ground Shipping

Replacement hardware, excluding full standing kiosks (replacement delivery 6-8 weeks), will be shipped overnight, if necessary, for the resolution of Critical and High-level issues within CONUS. While every effort will be made to provide overnight shipping for all Critical and High-level issues, only those shipment needs which are determined prior to 2:00 pm EST are guaranteed Next Day. Replacement hardware for all Medium and Low-level issues will be delivered via Ground shipment.

Service Agreement:

The following detailed service parameters are the responsibility of ACF for the duration of this Agreement.

Service Scope and Levels of Service

One Health Check of your current software application configuration offered at contract commencement and any time thereafter per customer request with an active Maintenance contract. This provides an opportunity to mitigate any recurring issues that may have surfaced since installation and identify upgrade risks, as well as the possibility of adding newly available functionality, especially in customized solutions.

Software Updates are defined specifically as the distribution, whether public or private, of an initial or new and updated version of ACF Software. Software updates refer to service pack or point updates (IE: Version 5.9 to 6.0);

Correction of any Errors in the Software or Hardware.

Email and Phone Technical Assistance

Software and Hardware (*Hardware Optional*) Support Services.

Emergency Support Service.

Service Availability

ACF shall route each Service Request to the appropriate ACF Technician within 1 hour of email receipt or registered phone call (unless it is a Critical or High issue). ACF shall contact the Customer (either by phone or email) to aid with the concern regarding the Service Request. If ACF cannot reach Customer by email upon the first attempt, a phone call will be made to assist in the resolution of the problem.

New requirements that exceed the current functionality will be submitted as a new addition to the Software, therefore a new quote will need to be obtained and a new purchase added to the contract.

ACF will provide Remote Assistance to Customer so that they can access the ACF Help Desk Support Services Office to resolve Service Requests.

If it is determined that an on-site visit is required to make a troubleshooting/diagnostic, an ACF Service Department representative will make all arrangements for the arrival of an ACF Technician in less than two business days from determination. Once on-site, if it is necessary for Hardware to be replaced, it will either be direct shipped from ACF, drop shipped by the manufacturer or purchased locally at ACF's expense.

Customer Support email address: Support@GOACF.com

Customer Support phone number: 828-398-0040 x1

Customer Support Toll Free number: 844-869-5556

Business Hours: Monday – Friday 8:00 am – 8 pm EST *except on ACF observed holidays. ACF observed Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas.*

Weekend Hours: Saturday 9:00 am – 3:00 pm EST

24 Hour Support Available for Emergencies Only

Extended “Limited” Hardware Warranty (If Applicable)

The Extended “Limited” Hardware Warranty is an addition to this Agreement that provides for the replacement of components that fail due to manufacturing defects in materials and workmanship. Excluded from warranty coverage are acts of nature, acts of war and terrorism, criminal acts, and Customer damage and/or negligence. Your Warranty requires that you allow our help desk to perform a minimum amount of troubleshooting and/or diagnostics to provide indicators of all the appropriate actions required to resolve the failure and to identify which actions may be required. For all Warranty claims and repairs, ACF will assist Customer in obtaining equal or compatible replacements. Customer must report all problems relating to Hardware directly to ACF, not the original manufacturer/vendor without ACF’s prior written consent.

The Hardware provided by ACF is non-proprietary, thus the Customer has the freedom to make changes as needed in terms of upgrading operating systems or making minor repairs without having to contact ACF for permission. Consultation with ACF is strongly recommended when upgrading operating systems to ensure compatibility with existing ACF/Q-Flow Software. Upgrades, Patches, or repairs to Microsoft software (i.e., operating systems and databases) are the responsibility of the customer and not covered under this Agreement. When replacing Hardware, ACF retains the right to replace items with equal or better components. It is recommended that the Customer avoid any lapse of warranty/service coverage, as additional reinstatement terms and conditions will apply. To provide the best service possible, ACF will stock replaceable components (IE: PC, Printer, etc.) for overnight shipment in-house for Critical and High errors. Kiosks are not stock items and therefore not considered in-stock replaceable components. While all in-stock replacement Hardware will be Express shipped, ACF will not be held responsible for international shipping delays due to Customs processing. International duties and taxes may incur an additional fee.

RMA Returns Policy and Procedures

In the event of a hardware failure, please contact ACF Technologies, Inc (“ACF”) to obtain a Return Material Authorization (RMA) number. If Customer has an active Hardware Maintenance Plan with ACF, then ACF will provide replacement part(s) to Customer in accordance with the plan as described in the ACF SLA (Support Level Agreement).

Please note: Excluded from coverage are acts of nature, acts of war and terrorism, criminal acts, and Customer damage and/or negligence.

All returned hardware must have a valid ACF RMA number. This number is necessary to ensure proper tracking and handling of returned material to ACF or necessary third-party vendor. Do not return any hardware until RMA is issued. ACF reserves the right to refuse shipments that do not have an ACF authorized RMA number. Refused shipments will be returned to the Customer via collect freight.

All returned hardware must be properly packaged by Customer so that there is no additional damage during transit (i.e., bubble wrap, foam, etc.). Any return that is not properly packaged is subject to a restocking fee or rejection. All returns are subject to a 25% restocking fee of the item’s commercial cost.

If ACF sends to Customer replacement hardware prior to receipt of RMA return, this policy requires that Customer return the defective hardware to ACF within 30 business days (unless additional transit time is required and authorized by ACF) of receipt of the replacement unit or be billed at full purchase price. Replacement hardware will be of equal or greater value.

Any claims filed for hardware units that fail (and are not under a maintenance contract) will fall under manufacture warranty and will be repaired or replaced at the sole discretion of ACF.

For hardware that is considered DOA (Dead on Arrival) within the first thirty (30) days from shipment date, ACF will provide an expedited replacement of the unit of equal or greater value. Defective hardware must be shipped back to ACF via RMA within 30 days after ACF replacement hardware is delivered, or Customer will be invoiced full purchase price of replacement part (unless additional transit time is required and authorized by ACF). ACF Support can assist Customers in facilitating the return of a defective DOA unit. Please do not send back to ACF unless instructed by an ACF representative.

Please do not return any hardware to ACF without a valid and authorized RMA number.

When requesting an RMA, please contact ACF Support @ support@goacf.com and provide the following information:

- Product model number/serial number for defective hardware
- Description of failure and troubleshooting performed to isolate cause.
- Customer ship-to address.
- Contact name.
- Contact phone and e-mail.

Support for Hosted Services (if applicable)¹

Network Connectivity. ACF shall provide Customer with access to the Hosting Service via the Internet. Access shall be provided for approximately twenty-four (24) hours seven days a week excluding periods of time necessary for maintenance and Internet performance issues. ACF reserves the right to have planned outages for Hosting Service Maintenance.

Hosting-related Maintenance. ACF shall provide industry standard hosting-related maintenance including back-ups, server maintenance, and troubleshooting. ACF shall provide the Customer with a minimum of one (1) day of notice prior to service interruptions due to planned maintenance. Any hosting service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance. It is not recommended that any Customer plans to process data or use network functions during the Maintenance Downtime, since system availability is not guaranteed.

Customer Responsibilities. Customer is responsible for: (i) procuring, at its expense, the necessary environment at the Customer's location(s) to use the Hosting Service via the Internet, including without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the "Customer Systems"); (ii) complying with all laws, rules and regulations related to the Customer Systems; (iii) keeping its users' names and passwords secret and confidential and Customer is responsible for all activities that occur under those password(s), and (iv) obtaining the minimum specifications for Customer's connectivity to the Internet. Customer shall bear all costs of obtaining, installing, and maintaining the Customer Systems.

Access to Facilities and Information. Customer will provide ACF reasonable access to hardware, equipment, tools, supplies, software, utilities, information, and facilities of Customer that, in each case, ACF reasonably determines necessary to enable it to perform any Hosting Services. Customer agrees to cooperate with ACF and respond in a timely manner to all reasonable requests for access to Customer's environment and or/information to facilitate ACF's Hosting

¹ ACF adheres to SOC 2 Type 2 audit compliance criteria and data security procedures. To remain compliant, ACF is annually audited by a third party (external). A copy of the report can be delivered to each hosted customer with execution of an NDA.

Services. ACF is not responsible for any delays or non-performance based on the Customer’s failure to comply with this Section.

System Monitoring. ACF reserves the right to monitor the Hosted Environment electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to provide the Service properly or to protect itself or other customers, provided that, ACF shall provide Customer prior notice of any such disclosure.

Data. As a SOC 2 Type 2 Compliant Company, ACF has implemented physical, technical, and organizational measures designed to secure Personal Information from unauthorized access, use, alteration, or disclosure. ACF will maintain an appropriate level of physical security controls and periodically test its systems for security breach vulnerabilities. Commercially reasonable efforts are used to protect systems from unauthorized access, including the use of firewall and data encryption technologies as applicable. Personal information is considered Confidential Information of the Customer and will remain your property. ACF will not disclose Personal Information to any third party without prior consent, but such information may be subject to regulation and examination by auditors and regulatory agencies with oversight of your business, and ACF may disclose it to them upon their request. Customer is responsible for all Personal Information, including its legality, reliability, integrity, accuracy, and quality. Customer determines any privacy laws, regulations, or other legal duties that apply to Personal Information and will implement appropriate measures to ensure compliance.

LEVELS OF SERVICE

Availability. Excluding ACF Maintenance Downtime, ACF’s hours of operation for the processing environment availability are as follows:

SERVICES	HOURS OF OPERATION
Data Center: Systems Availability	24X7X365
Critical outage support	24x7x365

Uptime Monitoring. ACF will monitor Service delivery and report on performance and review expectations as compared to actual service and performance. Monitoring Service delivery involves tracking data including, but not limited to, issue tickets, system statistics, processing results, error logs, and environment access to poll against specified Service levels.

If contractually required, ACF will generate and distribute reports on a monthly basis to reflect Customer requirements and delivery for the prior month.

Uptime shall exclude unavailability of system caused by any of the following: A. Scheduled, announced downtime for maintenance; B. Errors, omissions, delays or failures caused by Customer, Customer employees, agents or representatives C. Force majeure events, including, without limitation, downtimes associated with the public Internet infrastructure D. Connectivity failures unrelated to ACF data center E. Inability to update your application due to failure of your provided data feeds E. Inability to connect to application due to failure of Customer workstations, site environment, network circuits or any third-party network circuit engaged by customer F. Expedited or Special service requests.

Trouble Incident Response and Resolution

There are four (4) Service Request Severity Classifications: (a) Critical; (b) High; (c) Medium; and (d) Low. Critical, High and Medium Service Requests pertain to problems in the Product. Low Service Requests pertain to questions about the Product or Services. Service requests can be received by either phone or email.

Critical: System down or exhibiting server errors (i.e., loss of server communication). Condition has immediate and critical impact on business. A significant number of users of the system are unable to perform their tasks as necessary. The risk of loss and customer impact is severe.

High: System degraded but working with reduced functionality. Condition impacts business. There are workarounds, however, risk of loss, customer impact or financial impact is considered serious.

Medium: Slow response time or errors, but no loss of functionality. A minor condition that has minimal impact on ability to do business. No risk of loss of customer impact.

Low: Service request or an issue with minimal business impact.

Hosting Environment Response/Resolution (excluding application)

Severity Level	First Response	Statue Updates	Update Methods	Target Resolution Time
Critical	Within 30 minutes of receiving notification	No greater than 30-minute intervals	Phone, email	The issue should be resolved as soon as possible involving participation of ACF Management.
High	Within 30 minutes of receiving notification	No greater than 2-hour intervals	Phone, email	Target resolution time is 4 hours.
Medium	Within 2 hours of receiving notification during normal business hours	Status updates every day unless alternate agreement reached.	Phone, email	Target resolution time 2 days.
Low	Within 8 hours of receiving notification during normal business hours	Status updates will be provided once a week until issues is resolved	Email	At the time of initial response, both parties will agree upon a reasonable time to resolution.

Before submitting a Support Request, the Customer shall gather as much information as possible regarding the problem before reporting to the ACF Help Desk. The following should be included in any Support Request:

1. Site contact name and contact information
2. Describe troubleshooting of any application/access problems with LAN/WAN
3. Determine initial severity level of problem reported.
4. Description of the problem (error numbers, error messages, circumstances under which problem occurred, including the events and actions leading up to the problem, and any additional information that may be available, such as log in information, screen captures, data, etc.
5. Brief description of the diagnosis by the Customer personnel
6. Description of any major Internet activities that pertain to or may materially affect the Services provided by ACF and of any system-affecting changes.

Re-instatement of Service

Please Note: Reinstatement requires purchase of an annual software agreement plus the terms below and creates a new renewal date for Customer.

Re-instatement of Service is available to ACF Customers at 2% of the total service value for each month lapsed up to six (6) months. Anything past six months will be negotiated with vendor and may not be eligible.

ACF reserves the right to inspect Hardware for which Support has lapsed more than thirty (30) days in consideration of a separate fee and to request that the Customer installs the most current Upgrades and Updates prior to ACF agreeing to renew Support. Any cost associated with ACF on-site visits regarding Warranty Reinstatement are the responsibility of the Customer.

Reinstatement of Hardware Support is subject to a thirty (30) day Probation Period. During this time, ACF will provide Hardware Replacement for broken/defective hardware at a 40% discount. Once the Probation Period ends, coverage will resume as stated in the initial SLA.

Additional Terms

Prices, Term and Payment

All payments shall be made in US dollars, in full advance of the commencement of the SLA. All taxes collected on behalf of the Customer (if applicable) will be included on your invoice and paid to the proper taxing authorities. ACF is not obligated to provide any services other than those set forth in this Agreement. Unless otherwise agreed, Customer shall pay ACF at then-current rates for Additional Services provided, including, but not limited to: (i) on-site service and related travel expenses; (ii) data conversion, system integration or other consulting services; (iii) service or maintenance of third-party software; (iv) services caused by Customer's fault, misuse, negligence, or failure to perform.

Customer responsibilities, including failure of Customer to maintain adequate data back-ups; (v) services caused by a malfunction or problem with any product or goods other than those licensed by Customer from ACF; (vi) changes to Customer systems requiring re-mapping of Software and/or Hardware.

Term and Termination

Either party may terminate this Agreement if the other is in material breach or in default of any obligation hereunder, and such breach or default is not cured, or, if cure is not practical within thirty (30) days, commenced cure, within fifteen (15) days of written notice from the other party. In the case of material breach by ACF, the Customer shall receive a pro-rata refund for the unused portion of the services.

Customer may terminate this Agreement at any time, without cause and without compromising its liability, by notifying ACF in writing at least sixty (60) days in advance prior to the termination date. There will be NO refunds given for early termination of the Agreement, except for material breach.

Effective immediately upon termination of this agreement, ACF will cease to provide maintenance support to Customer.

Confidentiality

Each party shall not use the Confidential Information of the other for any purposes except as necessary to fulfill its obligations under this Agreement. Each party shall retain the Confidential Information in the strictest confidence and shall not furnish any Confidential Information to any third party without the other's written consent, except to those employees who are under a written contractual restriction covering the Confidential Information that is no less restrictive or protective than the terms of this Agreement.

Each party agrees to use proprietary information only for the purposes of this Agreement or as otherwise expressly permitted by the other party. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information which: (i) is already known to the other party; (ii) becomes publicly available without fault of the other party; (iii) is rightfully obtained by the other party from a third party without restriction as to disclosure; (iv) is shown by written record to be developed independently by either party without use of the other party's proprietary information; (v) is shown by written record to have been known or available to either party without restriction as to disclosure at the time of either party's receipt of such information; or (vi) is required to be disclosed by law.

Confidential Information shall remain the sole property of the disclosing party. No license is granted by either party under any intellectual property rights or other proprietary rights by the disclosure of any information hereunder. Confidential Information is provided "as is" with no warranty as to completeness or accuracy.

Each party acknowledges and agrees that a breach of any of its obligations hereunder will result in irreparable injury to the other party for which there will be no adequate remedy at law, and the other party shall be entitled to appropriate equitable relief in the event of any breach, threatened breach, or intended breach of this Agreement by the other party. Such remedies shall be in addition to all other remedies available at law or in equity.

Assignment

Customer may not transfer this Agreement in part or in whole to any other entity or organization without full written consent from ACF.

Notices

All notices or other communications required or permitted to be given hereunder shall be in writing, shall be deemed duly given upon actual receipt and shall be delivered and registered or certified mail, or by a generally recognized overnight courier service, or by facsimile or other generally accepted means of electronic transmission and addressed as follows:

ACF Technologies, Inc
64 Peachtree Road Ste 201
Asheville, NC 28803
PH: 828-398-0040

Force Majeure

Neither party shall be liable for any act, omission, or failure to fulfill its obligations under this agreement if such act, omission, or failure arises from any cause reasonably beyond its control, without its fault or negligence, and which could not reasonably have been remedied, such as, but not limited to, acts of God, reasons of fire and floods. The party is unable to fulfill its obligations and such failure and shall use its best efforts to reduce and overcome within a reasonable time the effect of the Force Majeure event which affect the performance of its obligations.

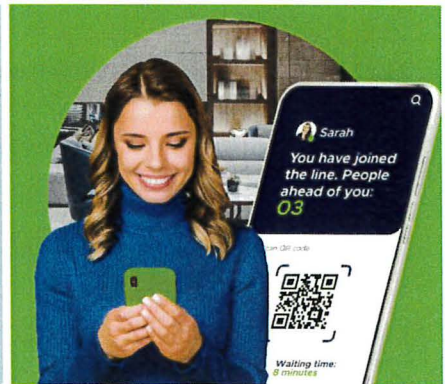
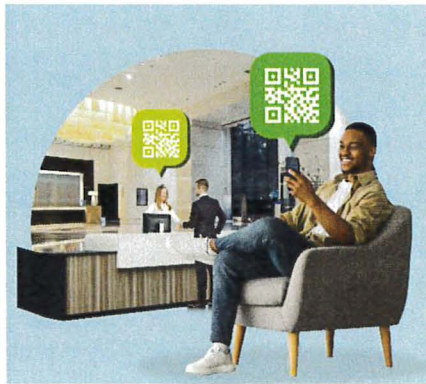
Waiver

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

Enforceability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in a court of law, the parties shall amend the Agreement to make it valid and enforceable whilst reflecting as closely as possible the original purpose and intended of said Agreement.

If it agreed that this invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.



Proposal for C2725 Lake County, FL Administration Building

Quote: 2880

agreement

Phone: (828) 398-0040 x158
Address: 64 Peachtree Rd, Suite 201
Asheville, NC 28803
UEI: FLCDDJ375QL1
CAGE CODE: 3S7H8
DUNS: 141876420
GSA: 47QTCA18D002Y
GST/HST: 842843294

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Executive Summary

Tuesday, May 14, 2024

Amanda Haynes
Business Development Executive
Mobile Number (828) 707-4431
Amanda.Haynes@goacf.com

Mike Rhodes
Project Management Consultant
Economic Growth
352-343-9469
mike.rhodes@lakecountyfl.gov

Greetings Mr. Rhodes,

On behalf of ACF Technologies, Inc. I want to personally thank you for the opportunity to present the proposal herein. This Q-Flow Solution will provide a multilingual lobby management journey, with client self-check in, workflow management, public display of live wait times, post visit survey collection and more.

Please review the proposal and reach out to me with any questions and feedback from you and your team. I am eager to earn your business.

Thank you,



Amanda Haynes

Proposed Solution

Lake County Economic Growth has a requirement to modernize their processes and provide communications and options to the public to manage their visit. The following Q-Flow functionality is included in this proposal.

- Queue and Route with FIFO services
- Q-Flow Calendar with Online Appointment Booking
 - o Mass Appointment Cancellation
 - o Prevent Multiple Appointment Booking
- Multilingual Client Journey¹
 - o Lobby Announcements
 - o Kiosk
 - o Appointments
 - Spanish
 - English
- Clients will check in on a Lake County provided laptop configured as a Q-Flow Reception Point Profile. This will be similar to a kiosk screen for clients to check in on. Q-Flow will send SMS tickets only. No printing required.
- [Q-Flow Feedback](#)
 - o ACF will configure up to 3 Surveys and provide training for the client to provide continued management.
- [Internet Wait Time Display](#)
 - o The code is provided by ACF Technologies and the client is responsible for the display and publication to the customer facing website.

Implementation Services²

- **A dedicated Project Manager** will be assigned to provide project oversight and consultation. This person will serve as the primary point of contact for the project's duration. They will organize meetings between the site and ACF resources, ensure the project adheres to the timeline and budget, and identify any risks as needed.
- **Remote Business Process Consultation** provides a Business Analyst to collect organizational requirements and make recommendations for process improvement based on experience with similar clients and Q-Flow knowledge.
- **Basic Unit Configuration** is performed by the Solution Analyst who applies the collected business requirements to the Q-Flow solution. This is required per branch and provides standard queuing setup to include establishing Queuing Services, Functions, User Groups, lobby display (InfoPage) and kiosk screens. Preparing the system and team for the User Testing Acceptance period.
- **Advanced Unit Configuration** is necessary for advanced features and modules. This is required for Q-Flow Feedback (survey) configuration.
- **Scripting and Development** is required for Internet Wait Time Display, the multilingual journey for kiosk, appointments, and tickets. Single Sign On with Azure configurations are also included in this scope. -Integrations and API are not currently in scope for this effort.
- **Training** will be provided remotely. Webinar training is provided for all license levels. Including Agents, Managers and Administrators. User Guides will be shared electronically.
- **Hardware and Hardware Installation** is provided by Lake County.


¹ It is the client's responsibility to provide and confirm translations.

² Project Services are provided remotely unless otherwise specified

Scoping Matrix

Q-Flow Licensing is Concurrent. This is a SaaS model hosted by ACF Technologies, Inc. in Q-Flow Cloud.			Licensing					Client Provided Hardware		
Location	Unit	Services	Premium Agents	Managers	Administrators	Calendar Access Agent License	Q-Anywhere for Remote Check-in	Lobby Paging Zone Hardware	Client Provided TV's	Client Provided Laptop for Check in
Lake County, FL Administration Building 300 W Main St Taraves FL 32778 United States Map										
	Building Permits									
		AC Change Out	7	2	1	1	1	Leverage Existing	1	Leverage Existing
		ReRoof								
Totals			7	2	1	1	1	0	1	0

Pricing³



Quote

#2880

ACF Technologies, Inc.
64 Peachtree Rd Ste 201
Asheville NC 28803-3154
United States

Billing Address
Lake County, FL Administration Building
315 W Main St
Taravess FL 32778
United States

Title	Date	Expires	Sales Rep	Currency
NEW LOGO - Lake County Economic Growth Administration	05/14/2024	08/13/2024	Amanda J Haynes	USD

Item Code	Description	Scope/Allocation Notes	Qty	Units	Rate	Amount
Memo	One-Time 15% Discount If PO Received by 05/31/2024	Discounts Excludes SMS and Hardware Warranty				
QSUB1000A	Annual Subscription Users	Q-Flow Queuing and Appointment Bundles with Internet Wait Time Display and Feedback. Also includes hosting, SSO, and Software Support	11		430.06	\$4,730.66
SUB0200A	ACF Unify (Annual Subscription)	Per Lobby Connector for Remote Check in	1		1,016.05	\$1,016.05
QA1026	Short URL	For Survey SMS	1		550.00	\$550.00
QA2008	Appointment Creation Limitation		1		1,100.00	\$1,100.00
QA2011	Mass Appointment Cancellation		1		1,100.00	\$1,100.00
QA2005	Multilingual Lobby Announcements	English and Spanish	1		825.00	\$825.00
EXT0300A	SMS Annual Text Plan (Includes up to 120k Segments)		2		1,209.08	\$2,418.16
SSA0703	Check-In Anywhere SMS		1		2,687.66	\$2,687.66
PS0222	[GSA ITEM] Standard Project Management		20	Hr	97.23	\$1,944.60
PS0410	[GSA ITEM] Basic Unit Configuration	Standard Queuing Setup (Services, Functions, Groups, InfoPage, Kiosk Screens)	1		1,701.51	\$1,701.51
PS0170	[GSA ITEM] Scripting/Development	Multilingual OABS Journey / Internet Wait Time Display	15	Hr	170.15	\$2,552.25
PS0290	[GSA ITEM] Remote Business Process Consultation	Q-Flow Functionality and Business Process Consultation	5	Hr	194.46	\$972.30
PS0140	[GSA ITEM] Advanced Unit Configuration	SMS Configuration and Triggers	5	Hr	121.54	\$607.70
PS0302	[GSA ITEM] Webinar Basic Training	Webinar Training for Managers and Admin	8	Hr	121.54	\$972.32
SS0102	[GSA ITEM] Software Support - Mandatory 1st year	Leverages ACF Service Level Agreement Managed at the Task Order Level	1		1,305.48	\$1,305.48

Subtotal \$24,483.69

One-Time Discount (\$3,551.00)


Shipping Cost \$0.00

Tax Total (If Applicable) \$0.00

Total \$20,932.69

Estimated Annual Renewal Cost

This is an estimated annual renewal cost based on the proposal herein. Additional hardware and software purchases will impact this estimate. Consumable items such as paper and SMS pricing are variable based on consumption. Service Level Agreement, Hosting, Maintenance, etc. commences upon payment. See Standard Service Level Agreement for full details.



Quote

#2898

ACF Technologies, Inc.
64 Peachtree Rd Ste 201
Asheville NC 28803-3154
United States

Billing Address
Lake County, FL Administration Building
315 W Main St
Taraves FL 32778
United States

Title	Date	Expires	Sales Rep	Currency
Estimated Renewal Cost	04/08/2024	06/30/2024	Amanda J Haynes	USD

Item Code	Description	Scope/Allocation Notes	Qty	Units	Rate	Amount
QSUB1000A	Annual Subscription Users	Q-Flow Queuing and Appointment Bundles with Internet Wait Time Display and Feedback. Also includes hosting, SSO, and Software Support	11		430.06	\$4,730.66
SUB0200A	ACF Unify (Annual Subscription)		1		1,149.50	\$1,149.50
EXT0300A	SMS Annual Text Plan (Includes up to 120k Segments)		2		5,000.00	\$10,000.00
SS0101	Software Support - Renewal	Leverages ACF Standard Service Level Agreement	1		1,305.48	\$1,305.48

Subtotal \$17,185.64

Shipping Cost \$0.00

Tax Total (If Applicable) \$0.00

Total \$17,185.64

About ACF Technologies

Since 2003, ACF Technologies has been developing, and implementing software solutions that help organizations optimize the Customer experience in their branches or offices. Today, ACF Technologies has offices in the US, South and Central America, the UK, and its R&D center in Asheville NC. ACF Technologies' vision is to make the most of every Customer visit: lower wait times, greater Customer satisfaction, and better experience.

ACF Technologies' utilizes Q-Flow solutions to tailor the individual experience of visiting the campuses and departments service counters. From planning to completion all the Customer's expectations and needs are met. Our list of customers includes such enterprise clients as, US Department of Defense, US Department of State, US Department of Homeland Security, Group Health Cooperative, the States of North Carolina, South Carolina, Virginia, Maryland, Washington, Illinois, and other tax, licensing, and educational customers.

Corporate Headquarters

ACF Technologies, Inc.
64 Peachtree Rd, Suite 201
Asheville, NC 28803
Phone: 828-398-0040
Fax: 800-704-6592
Web: www.acftechnologies.com

Our Business Solutions

ACF Technologies implements the most comprehensive, flexible, and cost-effective solutions by harnessing its 18 years' experience working with the world's largest organizations.

ACF Utilizes Q-Flow for municipalities which is a single suite of software, for managing all Business Processes, all Customer Flow scenarios, all department scheduling, and managing the Customers' experience.

Departments can streamline more services than ever with the same resources or less. Whether it is document collection, training, or various appointment types, Q-Flow's rules engine guarantees no bottlenecks occur, while various service alerts ensure your departments communicate effectively.

Customers can benefit from a mobile solution for scheduling, receiving alerts and checking in to each step along the way. Any invite or written communication is handled automatically. ACF Technologies makes business process orchestration simple; any task, whether Customer facing or administrative is managed.

ACF Technologies' appointment scheduling module offers powerful optimization options, allowing quick and easy booking of highly complicated procedures involving multiple staff members, resources (rooms, personnel, equipment, and more) and stages.

Scheduling can be managed by staff or packaged as self-service Web or mobile applications. Having worked with some of the most demanding organizations, our scheduling software has proved it can meet any business requirement.

Project Experience

ACF is the leader in the customer experience management industry and has been for over a decade. This is due in part to the commitment to excellence within the company and the ability to grow and support the market. ACF commitment to maintain a competitive software system starts within the company. We have created a company culture that attracts the best talent, and we support that talent. From there we build and focus on making our software systems easily scalable and adaptable. It's likened to be a customizable, out-of-the-box solution, (no development necessary) for every business model. ACF's commitment extends to continued training and re-certifying its employees in all aspects of their responsibilities. Understanding our customers' DNA and working with them to achieve their goals is at the core of this training. Pricing, service levels, and quality is the foundation of our commitment, and we build relationships, support, and open forums for change.

Innovation

ACF Technologies is constantly evaluating new technologies and functionality to improve the Q-Flow application and all related software. Many of our product enhancements comes from requested customer functionality enhancements. Generally speaking, we look at new enhancements to ensure compatibility and seamless integration with existing functionality, document all regression and QA testing. Custom requests for functionality are assessed and implemented as custom development in many cases and then is added to the ACF Technologies product roadmap for inclusion in our standard offerings.

With the addition of the Q-App functionality introduced in 6.0, ACF Technologies is able to bring new functionality to market quicker as the technology allows for independent versioning, layering new versions on top of previous versions and rollback to a previous version, without impact to the core systems.

Section 508 Compliance

The QFlow System has been tested and certified by third-party companies for Section 508 compliance and can supply a VPAT upon request. In 1998 the US Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. § 794d), agencies must give employees with disabilities and members of the public access to information that is comparable to the access available to others.

SOC 2 Type 2

ACF Technologies has invested heavily in our security program, developing, and maintaining administrative, technical, and physical security controls to protect your data. Through our annual SOC 2 Type 2 audits (which are always performed by independent, unbiased, third-party auditors), we show our commitment to security and the protection of your data.

Billing Terms & Conditions

SMS Accounts

Due to changes in the telecom industry to reduce spamming, SMS gateway providers require users with significant volumes to register the individual companies and the type of messaging they will be sending. If your proposal includes an SMS consumption pack or utilizes an SMS Channel in Q-Flow, you may be asked to fill out a short form that would be sent to the gateway provider. Large consumption users may be required to procure a short code account which allows a larger volume of traffic. To minimize your messages being flagged as spam, we will work with you to make sure a percentage is unique content. SMS messages over 160 characters would be split into multiple messages. Due to fluctuations in the Telecom industry, SMS pricing is subject to change.

Sales Tax Obligations

We require a valid sales tax exemption or resale certificate to exclude sales tax from being applied to invoices. Sales tax, if applicable, may not be added to our quotes. If you are not exempt, sales tax will need to be included in consideration for the total budgeted amount of your contract.

Tax Liabilities for Prime Contractors and Subcontractors with Contracts with the Government

If you are a prime contractor or a subcontractor to a prime contractor providing services or products under a contract with the government, you are not considered exempt by extension and will be liable to pay sales tax under state or local law. If you are exempt, please make sure appropriate documentation is provided to ACF Technologies upon award of contract.

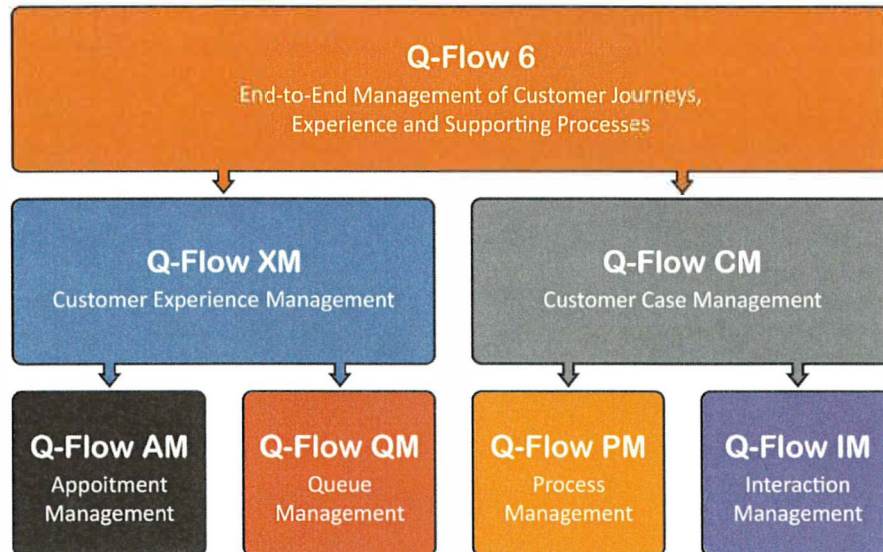
Standard Milestone Invoicing

Terms: NET 30

Billing Milestone	Billing Amount
Hardware	Invoiced upon receipt of delivery
Software License	Invoiced upon receipt of delivery
Renewal	Invoiced upon receipt of delivery
Professional Services	Kick off & Requirements (50%) Completion of UAT & Go Live & Sign Off (50%)

Product Information

ACF Technologies' flagship product is Q-Flow 6, a complete platform for managing and optimizing Omni-channel Customer journeys, experiences, and supporting back-office processes.



THE Q-FLOW 6 PLATFORM CONSISTS OF FOUR KEY PRODUCTS:

- **Q-Flow AM** – designed to deliver enterprise-grade appointment scheduling solutions, Q-Flow AM including every component required to provide self-service appointment scheduling (via web, mobile etc.), agent assisted or outbound appointment scheduling, well as calendar capacity analysis and planning, allocation of resources required for appointments, and complete Customer communications (e.g., reminders and confirmation requests) from the moment of scheduling until visit completion.
- **Q-Flow QM** – designed to deliver complete store traffic management, Q-Flow QM includes both the rules engine required to ensure smart, skill-based, and priority-based routing and queuing of Customers, and equipment interfaces needed to deliver the in-store experience such as check-in kiosks, directional digital signage, and audio.
- **Q-Flow AM** and **Q-Flow QM** can be integrated into a complete In-Store Customer Experience Management solution, Q-Flow XM.
- **Q-Flow PM** – designed to manage back-office processes that support the front-end Customer experience, Q-Flow PM includes a sophisticated workflow engine, skill-based task management, SLA provisioning and monitoring, and a true Customer-centric architecture that ensures back-office processes deliver on promises made by Customer-facing staff.
- **Q-Flow IM** – ACF Technologies' Customer interaction management platform manages all communication channels (e.g., email, web, and mobile), handles incoming and outgoing messaging, supports both free and moderated agent communications as well as semi-/fully automated messaging, and can parse incoming messages to trigger or enrich Customer-service processes.

- **Q-Flow PM** and **Q-Flow IM** can also be integrated into a complete Customer Case Management solution, Q-Flow CM.

Internet Wait Times

The **Internet Wait Times** module allows you to display live Q-Flow wait time data on your public website or app. This is a helpful feature for customers who may have more than one choice of location at which to receive services. Providing your customers, the information to choose their experience has the following benefits:

- Customers can choose less busy locations
- Customers can choose less busy times of day
- Overall wait times decrease
- Increased customer satisfaction



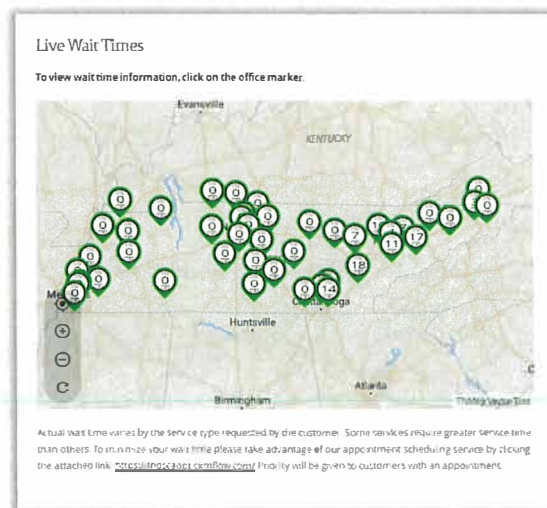
Benefits

By allowing customers to see up to the minute information about how busy or backed up a branch may currently be, they can shop around for a less busy location, or decide to come another time. This can increase customer satisfaction dramatically as well as lessen the intensity of peak times of service, which benefits all customers, not just those who use this information.

Use

Because this module simply creates a path for the data from Q-Flow to be accessed by your webmaster, the display of this information is limited only by your creativity. Below are some of the ways this information has been presented in the past:

- Feed wait times to map pins
- Display wait times by location or service
- Show number of customers waiting
- Show current maximum wait time
- Feed data into mobile apps



Related Products

If you have **Calendar** and **Online Appointments** modules, this is a great place to encourage them to make an appointment for services. This also pairs nicely with our **Remote Check-in** options, which allow customers to take a virtual ticket and start their wait at home, at work, or in transit.

How it works

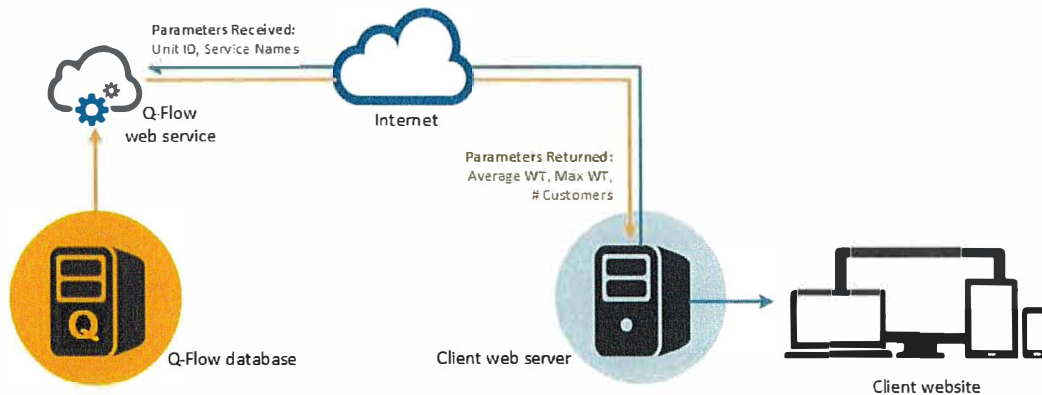
The **Internet Wait Time** is made possible by a custom data feed from your Q-Flow® database to a web service. Our data feed can deliver any of the live data metrics you choose. The web service is updated every 30 seconds to give you up-to-the-minute accuracy for your customers.

The web service is made available to your web developer via XML request so they can tie the data into your current web design and format for a seamless integration.

In Detail

1. The Client-side web page makes a query into the Q-Flow® web service. The query must provide the parameters for the data it wishes to collect (i.e. Unit ID, Service Name, max wait time, # customers waiting).
2. Once the parameters are received by the web service, it makes a query into the Q-Flow® database tables where current wait time information is stored.
3. When the information is obtained, the web service returns, the information for the requested parameters.
4. The Client-side web page may display this information within their website, app, or widget.

The above process runs constantly (about every 30 second) to provide updated information to viewers at all times.



Network Requirements

1. Client web server must have access to the network hosting the Q-Flow web service.
2. 2-way traffic must be allowed

ACF Survey/Feedback

ACF offers a full range of software to gauge customer satisfaction. One option is survey where a customer will receive a survey after they have been served through a standard agent interaction. Q-Flow surveys can be set at either the service or unit level so if you have surveys more fitting for one service or location, you can ask the right questions. This module will allow for Survey prioritization so you can send multiple surveys out and receive many sets of information.

Clients will often use this module to track client feedback on their agents or overall experience within the unit.

Q-Flow Version 6.x and up

- Ability to send surveys through different unit or service types
- Build custom surveys with graphics or fonts and colors
- Multi page surveys supported
- Email and text message surveys by setting custom triggers which can include:
 - Customer action
 - Completion of a service or appointment
 - After ticket routing or call
 - Multiple choice questions supported
 - Compatible with Q-Pop notifications
 - Survey Prioritization and Rate of being sent can be configured
- Supports multiple surveys per unit or service

Reports:

- Point System: Survey will allow for you to track a point weighting system within the new reports included with this module
- Survey Sent: Track surveys sent and responded to through Feedback's new report
- Extract agent scores and reporting to see how your agents are performing based on client feedback

