

**AGREEMENT FOR
LOCKBOX SERVICES**

THIS AGREEMENT, made this 7 day of January, 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Intuition Systems, Inc., a Florida corporation d/b/a Bill2Pay, ("Contractor" or "Company"), whose address and phone number are 4700 140th Avenue, North, #106, Clearwater, FL 33762-3546, Phone: 727-524-3511, Fax: 727-535-0707, Email: Kathy.wilson@bill2pay.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid No. 733-11224, Lockbox Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated May 14, 2013, ("Exhibit B"), excluding Alt 1 line items.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated 1/7, 2014, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on July 2, 2013, and shall end on July 1, 2016. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, excluding Alt 1 line items. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, arising directly out of any negligent act or negligent omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator

within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36

months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action,

fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, arising directly out of any negligent act or negligent omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$75,000 annually. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$75,000 annually less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$75,000 annually which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City

Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

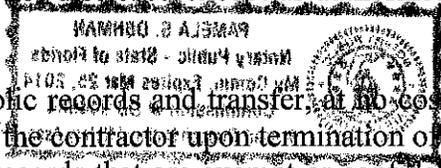
Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F. Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Agency Contract for Services

Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.



IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: [Signature]
Print Name: Polly G. Colless
Title: CFO

CONTRACTOR

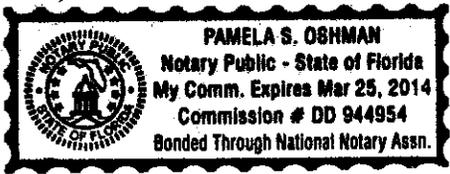
By: [Signature]
Print Name: Steven R. Settles
Title: President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Duval :

The foregoing instrument was acknowledged before me this 18th day of December, 2013, by Steven R. Settles as (title): President for Intuition Systems, Inc., a Florida corporation d/b/a Bill2Pay.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

Pamela S. Oshman

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

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Bill2Pay

Bid Contact **Harriet Browder**
harriet.browder@bill2pay.com
Ph 727-524-3511

Address **4700 140th Ave., Suite 106**
Clearwater, FL 33762

Bid Notes **Bill2Pay offers imaging solutions which eliminate the cost of courier/logistics services. Should the City decide to require overnight services instead, the City will be responsible for the cost.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
733-11224-01-01	Cash Remittance Payments	Supplier Product Code: City where PO Box is located:: Either Location Supplier Notes: Price is the same at each location alternative. Please review our proposal attached to this section, and find our SSAE-16 Type II Audit.	First Offer - \$3.25	60 / each	\$195.00	Y	Y
733-11224-01-02	Checkfree Electronic Items	Supplier Product Code: City where PO Box is located:: Either Location Supplier Notes: Price is the same at each location alternative.	First Offer - \$0.05	29016 / each	\$1,450.80		Y
733-11224-01-03	Checks Only	Supplier Product Code: City where PO Box is located:: Tampa Supplier Notes: Please note: There is currently a Bill2Pay solution proposed to the City which will allow roughly 4,000 or more payments to be accepted electronically, saving the city(.11 * 4,000 *12) approximately \$5,280 annually.	First Offer - \$0.16	76812 / each	\$12,289.92		Y
		Supplier Product Code: City where PO Box is located:: Fort Lauderdale Supplier Notes: Please note: There is currently a Bill2Pay	Alt 1 - \$0.27	76812 / each	\$20,739.24		Y

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solution proposed to the City which will allow roughly 4,000 or more payments to be accepted electronically, saving the city (.22 * 4,000 *12) approximately \$10,560 annually.

733-11224--01-04	Items Returned	<p>Supplier Product Code: City where PO Box is located:: Tampa Supplier Notes: Bill2Pay has invested in state of the art equipment which could eliminate the client bag. More paper items can be scanned, and exceptions can be imaged and worked electronically instead of expensive physical delivery methods.</p>	First Offer - \$0.16	22056 / each	\$3,528.96	Y
		<p>Supplier Product Code: City where PO Box is located:: Fort Lauderdale Supplier Notes: Bill2Pay has invested in state of the art equipment which could eliminate the client bag. More paper items can be scanned, and exceptions can be imaged and worked electronically Instead of expensive physical delivery methods.</p>	Alt 1 - \$0.27	22056 / each	\$5,955.12	Y
733-11224--01-05	Multiples	<p>Supplier Product Code: City where PO Box is located:: Tampa</p>	First Offer - \$0.16	48168 / each	\$7,706.88	Y
		<p>Supplier Product Code: City where PO Box is located:: Fort Lauderdale</p>	Alt 1 - \$0.27	48168 / each	\$13,005.36	Y
733-11224--01-06	Standard	<p>Supplier Product</p>	First Offer - \$0.16	192684 / each	\$30,829.44	Y

Item Processed	Code: City where PO Box is located:: Tampa Supplier Notes: Price if lockbox remains in Tampa. See attached Proposal, which includes cost savings options; such as eliminating the Fedex'd overnight client bag cost.	Alt 1 - \$0.27	192684 / each \$52,024.68	Y	
733-11224--01-07	Wholesale Items Processed	Supplier Product Code: City where PO Box is located:: Tampa	First Offer - \$0.42	25956 / each \$10,901.52	Y
		Supplier Product Code: City where PO Box is located:: Fort Lauderdale	Alt 1 - \$0.55	25956 / each \$14,275.80	Y
733-11224--01-08	Remittance Images	Supplier Product Code: City where PO Box is located:: Either Location Supplier Notes: Remittance Images are processed for a flat fee, independent of volume. The City is charged \$150 per month.	First Offer - \$0.0085	17664 / each \$150.144	Y
733-11224--01-09	Photocopies	Supplier Product Code: City where PO Box is located:: Either Location	First Offer - \$0.25	7344 / each \$1,836.00	Y
733-11224--01-10	Research Requests	Supplier Product Code: City where PO Box is located:: Either Location	First Offer - \$10.00	24 / each \$240.00	Y
733-11224--01-11	Transmission Fee per Record	Supplier Product Code: City where PO Box is located:: Either Location Supplier	First Offer - \$0.00	516000 / each \$0.00	Y

Notes: Bill2Pay
does not charge
transmission fees.

Supplier Total **\$69,128.664**

BII2Pay

Item: **Cash Remittance Payments**

Attachments

Ft Lauderdale Lockbox Response _ 5-14-13_Final.docx



An Intuition Systems, Inc. Company
Response to the City of Fort Lauderdale, Florida



RFP: 733-11224

Lockbox Services

Submitted May 14, 2013

Submitted By

Kathy Wilson
Director of Operations
(727) 524-3511 ext. 221
Kathy.Wilson@Bill2Pay.com

Kyle Crawford
Bill2Pay Solutions Architect
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Clearwater, FL 33762
Phone: (727) 524-3511

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Our Company 21

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May 14, 2013

Dear City of Fort Lauderdale,

Thank you for your continued partnership with **Bill2Pay, an Intuition Systems, Inc. Company (FEIN: 59-3474149)**, as a provider for your remittance processing. Bill2Pay currently provides lockbox payment services to the City of Fort Lauderdale through our Clearwater office.

We are presenting an offer for payment processing services as requested in your **RFP: 733-11224, Lockbox Services**.

The contacts responsible for the contents of this response are:

Kathy Wilson (presenter)
Director of Operations
4700 140th Ave North, Suite 106
Clearwater, FL 33762
Tel: (727) 524-3511 ext 221
Email: Kathy.Wilson@Bill2Pay.com

Kyle Crawford (presenter)
Bill2Pay Solutions Architect
4700 140th Ave North, Suite 106
Clearwater, FL 33762
Tel: (813) 421-4595
Email: Kyle.Crawford@Bill2Pay.com

Bill2Pay's proposal certifies that it has full corporate power to enter into the contract and perform its obligations therein, and in full compliance with all relevant Florida Public Meeting and Florida Public Records laws; that such performance would not give rise to any violations of any other contract of the bidder. If the need arises, you will be given access for site visits during the bid process to check Bill2Pay security protocols, as well as any other capabilities required by the RFP. Bill2Pay acknowledges that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on your website as for the date of the Response, and (ii) Bill2Pay will be responsible for monitoring your website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.

Sincerely,



Iris Kraft

Director of Payment Processing, Bill2Pay

The individual signing this response has the full and complete authority to both negotiate and enter into a contract with the City of Fort Lauderdale.

EXECUTIVE SUMMARY

We sincerely hope you have appreciated our service as your lockbox provider up to this point. We invite you to also query any of our other Clients. **It is very important you see our References section; some Florida agencies using other services had tough experiences.** You see the paper payments industry is shrinking due to electronic methods; companies are seeing less revenue, then cutting back and doing a poor job. Several major banks in Florida have left their other processors and partnered with us for the quality problems in the industry. Our track record presents solid evidence of our understanding and ability to provide, in the full scope of processing, an accurate and timely payment solution to handle your customer payments quickly and efficiently. You use the highest satisfaction, fewest errors processor in Florida.

Don't leave the highest quality provider and get new problems!

The reason you haven't had any significant issues is because experts have been working hard for you! This is not the case elsewhere. **Recently, many alternative processors have been having great trouble with turnover, fraud, and increasing error rates.** Volumes are going down and other companies are cutting costs. Meanwhile, Bill2Pay is investing **MORE** into lockbox processing; **\$500,000 more!**

- **The lowest error rates we know of in the industry** - Errors are hidden costs and can cost hundreds of dollars each, we have the fewest.
- **New state-of-the-art Equipment** - Offers cost efficiencies and new capabilities. While others are exiting the Florida market, **Bill2Pay is making significant investment into it!**
- **SSAE 16 Type II** - Formally known as SAS 70 Type II Audit, this is a no-brainer requirement you should demand for accountability of the funds – and Bill2Pay has had **No Exceptions** two years in a row.
- **PCI Level 1 Compliant** - Necessary for Information Security (Audit available on request).
- **Support** – A direct account manager for you, customer service staff for you.
- **Decision Makers** – Direct Access to Expert Decision Makers; **we know you personally.**

As the City of Fort Lauderdale reviews each RFP response, please keep in mind that we provide daily access to Bill2Pay's Client/Customer service - whether through our Client Executive, Directors, or in-person visits. This direct accessibility to decision makers is one of the reasons Bill2Pay has maintained its premiere status in Florida client satisfaction and a client retention rate of 98%. We are committed to serving your needs.

We have been trusted by more than 50 government municipalities, counties, utility companies, commercial companies, and multiple national companies for nearly twenty years to meet and exceed their payment needs. Today, **Bill2Pay** processes more than 30 million payments annually at its two processing facilities in Jacksonville and Clearwater, Florida. With a combined 72 years of industry experience, Bill2Pay's high quality product and direct access to decision makers ensures our commitment to our Clients, as seen in our **98% customer retention rate.**

Bill2Pay conducts yearly SSAE16 Type II audits (formally known as SAS 70 Type II), and our own internally conducted quarterly audits. Adhering to these stringent guidelines constitutes us to operate a well-managed and secure hosted platform. We are very proud to have received no exceptions for the last two years; this is a rare feat! Quarterly internal audits are a major contributor to our security record.

High Quality and Superior Customer Service comes from direct contact with the experts who report directly to the President. Bill2Pay is a medium sized company with quick direct access to decision makers, with less red tape than larger companies. This is exactly the right size for you. You are important, not lost in the masses, yet you are dealing with very experienced experts in the payment solutions industry and a well-capitalized company.



I. INFORMATION SPECIAL CONDITIONS

TRANSACTION FEES

Pricing is filed electronically.

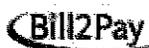
PRICING

Pricing is filed electronically.

BID DOCUMENTS

Required Bid Forms; Non-Collusion Statement and Bid/Proposal Signature Page are filed electronically.

The remainder of this page has been intentionally left blank



INSURANCE CERTIFICATE

INTUSYS-01 SRICHTER

DATE (MM/DD/YYYY)
2/20/2013

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

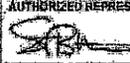
PRODUCER USI Insurance Services LLC PO Box 405 Portland, ME 04112	CONTACT NAME: Staci Richter PHONE (No. Ext.): (904) 450-3700 FAX (No. Ext.): (877) 775-0285 EMAIL ADDRESS: Staci.Richter@usibiz														
INSURED: Intuition Systems, Inc. Veritec Solutions LLC 9428 Baymeadows Road, Suite 600 Jacksonville, FL 32216	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Old Dominion Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Dominion Insurance Company	40231	INSURER B: Federal Insurance Company	20281	INSURER C: Gemini Insurance Company	10833	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR. LTR.	TYPE OF INSURANCE	ADDL. SUBR. INSR. LTR.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PERK: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. COST <input type="checkbox"/> EXCESS		BPG1558A	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADW. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGO \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED-AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BIG1558A	12/31/2012	12/31/2013	COVERED BIOMECH. LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UM/RIP/CAR/LAB <input checked="" type="checkbox"/> EXCESS/LAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEE: <input checked="" type="checkbox"/> RETENTIONS 10,000		CUG1558A	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) (List description of OPERATIONS below)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A				NO STATUTE LIMITS <input type="checkbox"/> OTHER \$1. EACH ACCIDENT \$ \$1. DISEASE - EA EMPLOYEE \$ \$1. DISEASE - POLICY LIMIT \$
B	Crime		82092987	11/16/2012	11/15/2013	Crime Limit \$ 5,000,000
C	Errors and Omissions		VP7L006222	9/12/2012	9/12/2013	Limit \$ 5,000,000

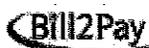
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Valuable Papers Limit \$100,000 Deductible \$500

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ACORD 25 (2010/08)

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SUB CONTRACTORS

Bill2Pay intends to use only employees in the performance of its payment processing services.

PUBLIC ENTITY CRIMES

By submitting this proposal, Bill2Pay attests that it has never been placed on any convicted vendor list.

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II. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

I. PURPOSE

The City of Fort Lauderdale is requesting proposals from qualified institutions to provide retail lockbox services as described below. Bidders are requested to submit alternate pricing for two options, with one being a PO Box address located in Fort Lauderdale.

Bill2Pay will provide two pricing alternatives as instructed.

II. COMPANY RESPONSIBILITIES

Bill2pay is the current lockbox processor and affirms it can continue to provide the responsibilities outlined in this section:

1. Pick up mail daily year round
2. Deposit payments for respective departments to a City bank account daily, separated by identifiers that will be provided, so that City funds are available daily.
3. Provide lockbox servicing locations that includes a Fort Lauderdale lockbox address.
4. Provide a unique five-digit ZIP code assigned exclusively for the receipt of lockbox items.
5. Assign a nine-digit ZIP code by lockbox number
6. Prepare and distribute payment reports (to be described later) daily, no later than 5:00 p.m.
7. Return all miscellaneous items on a daily basis to the City of Fort Lauderdale
8. Return all payments unable to be processed directly to the City of Fort Lauderdale
9. Provide access to check images and payment stub (i.e. hard copy or electronic)
10. Have the ability to provide payment data files in a tab separated text file format for us to upload into our systems.

Create separate file for each category of payment:

For example:

- WATER
- FIRE
- BUSINESS TAX
- EMS
- ALARM
- ALARM REGISTRATION
- PARKING TICKETS

Columns are separate with tab. Each file will have three columns with each transaction on a separate row. Rows are terminated with carriage return line feed.

III. EXPERTISE AND EXPERIENCE SECTION

1. Describe your firm's ability to meet the City's needs for these services, including the alternate option of providing a PO Box address in Fort Lauderdale.

The City currently uses Bill2Pay Lockbox Services and can continue processing with Bill2Pay in the method already established. New business rules can be instituted by contacting Bill2Pay support. Please see our Bill2Pay Lockbox Narrative section for detail on processing.

The City can opt to maintain a PO Box locally at some additional expense for transportation of items to our facility. Alternative pricing options have been included. Bill2Pay would utilize a local PO Box and transport mail daily to our Clearwater office.

2. Discuss how your institution will use technology to service and communicate with the City. Include a discussion of work flow processes and quality control procedures.

Our support staff is available by email and phone. Our directors are experts and also available for escalation. Bill2Pay has invested in new single pass processing technology, at no additional cost to our Clients. This new equipment offers more imaging options. Online exceptions are now available for review, which opens new creative ideas for business rules.

3. Indicate any specialized services or expertise that may be unique to your firm.

- Single pass processing
- Greater imaging options, including the ability to discontinue a Client bag
- Online review of exceptions so they do not have to be returned to you for handling
- Member of all major online banking networks, so that more payments can be received electronically
- Combined "total solution" payments - Bill2Pay has a hosted, PCI compliant electronic payment processing system

4. Provide information regarding your firm's disaster recovery plan.

Bill2Pay has operations in Jacksonville, Florida, and failover sites, including backup and failover in Alpharetta, Georgia. Please review our included Emergency Plan, which includes disaster recovery.

5. Provide a list of five references (preferably municipal) to which you are currently providing similar services. This list should include names and contact information.

Here are Bill2Pay's five references in addition to your own staff. It is also very important you see our References section. Recently, there have been many banks or agencies that have used other services and needed to change to Bill2Pay.



Five municipal Client references Bill2Pay is currently providing Lockbox Services.

<u>Client/Address</u>	<u>Contact/Email</u>	<u>Phone Number</u>
City of North Miami 776 NE 125 th Street North Miami, FL 33161	Paul Verrohn Jr pverrohn@northmiami.gov	305-895-9881
City of Clearwater 100 S. Myrtle Avenue Clearwater, FL 33765	Lynne Priester lynne.priester@myclearwater.com	727-562-4609
City of Plantation 400 NW 73 rd Avenue Plantation, FL 33317	Mary Beazley mbeazley@platanadillon.org	954-797-2207
City of Tampa Utilities 306 E. Jackson Street Tampa, FL 33602	Connie Thomas connie.thomas@ci.tampa.fl.us	813-274-8656
City of Sarasota 1761 12 th Street Sarasota, FL 34236	Michael Healy michael.healy@sarasotagov.com	941-575-6170

6. Attach and give detailed explanations of any additional fees other than what is listed.

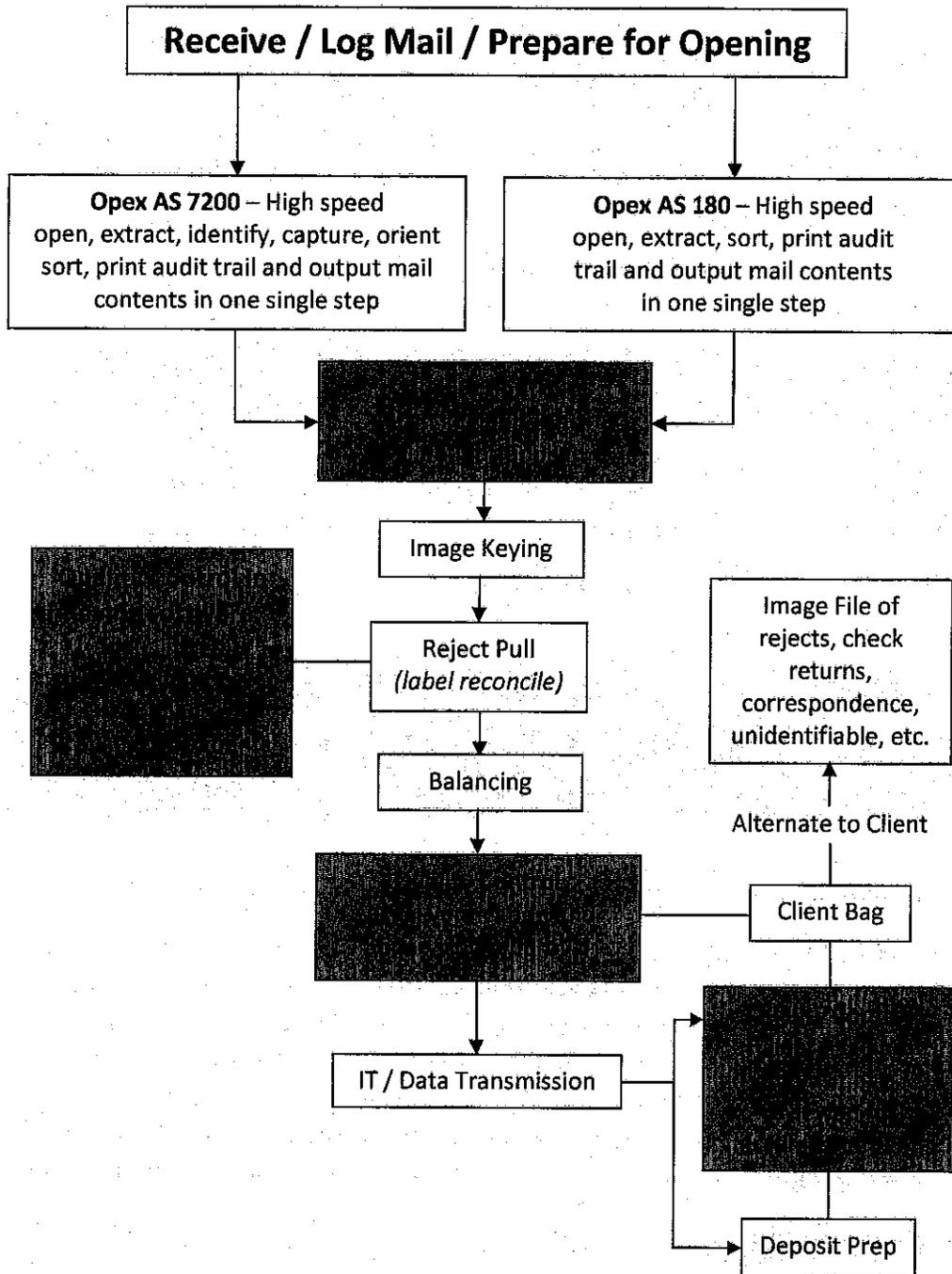
Currently, the City is paying for daily overnight charges for a Client bag that includes coupons, correspondence and checks that could not be processed. This costs the city at least \$12,000 per year. This continued cost should be calculated along with competitor's pricing (there was no place for it in the pricing model of the RFP). However, Bill2Pay has invested in state-of-the-art equipment which will now allow the city to receive Client bag contents in the form of a .pdf image file and have exception checks that are normally returned hosted on our secure website for review and providing posting instructions back to Bill2Pay, therefore eliminating the need for those items to be returned which in turn significantly reduces and/or eliminates the daily shipping cost.

BILL2PAY LOCKBOX NARRATIVE

The Bill2Pay Lockbox is secure, requires vetting of employees with access to data; has locked, keycard entry, and follows guidelines for PCI Level 1 security, including enhanced network, file transfer, encryption and database security. Only employees with necessary security can access appropriate data or physical locations. Please see our Security section at the end of this response.



BILL2PAY MOST RECENT 2013 LOCKBOX WORK PROCESS FLOW CHART



MAIL COLLECTION

All mail is pre-sorted at the Post Office by Caller Service Box. It is couriered from the Tampa International Post Office to the Clearwater processing facility three times daily; at 5:00 AM, 7:00 AM and 8:30 AM Monday through Friday, and once at 7:00 AM on Saturdays.

MAIL EXTRACTION/DATA CAPTURE

All mail is opened and processed using the Opex AS 7200 high-speed production scanner which allows an operator to open, extract, identify, capture, orient, sort, print an audit trail and output mail contents in one single step.

Bill2Pay also utilizes the Opex AS 180 which is a high speed retail payment automation station that also allows an operator to open, extract, sort, print an audit trail and output retail mail contents in one single step.

IMAGE KEYING

The images of coupons and checks are sent to our image keying unit for the keying of scan-line fields, check MICR line fields and the check amount - assuming the CAR/LAR (character/handwriting recognition) was unable to read the handwriting of the dollar amount of the check or capture accurately the coupon scan-line or check MICR line.

Wholesale items without a scan-line are sent to image keying for data entry of the items captured which includes the account number; dollar amount paid and check number.

REPORT GENERATION

Journal Report - A detail report which has a complete listing of every item processed in batch order to include the Batch number, Sequence number, Account number, Amount due , Amount paid and Check number.

This report can be customized.

Batch Summary Report – A summary report that is a listing of the totals for each batch of work processed.

This report can be customized.

Billing Detail Report – A report that summarizes the total # of items processed for the day.

These reports can be emailed or printed to hardcopy for you.

BALANCING

Each Lockbox Account is balanced prior to transmission of data to the Client. The daily Client control log is balanced back to the physical checks and stubs.

The balancing process is documented and approved by a group leader or supervisor before the transmission of data to the Client.

BANK DEPOSIT

Bank deposits are sent to the Client's bank in the form of an image cash letter file. All bank deposit files are balanced and totals are verified and approved by a team leader or supervisor before releasing to the bank.



DAILY DATA FILE TRANSMISSION

File transmissions are matched to the Client's receivable system. Each data transmission file total is verified before releasing the file to the Client. Email notification is used to notify the Client the data file has been processed and is ready for pickup and processing. Bill2Pay can place the data file on the Client's FORTP site and/or the file can be placed on Bill2Pay's secure FORTP site.

CLIENT BAG/TRANSIT UNIT

A daily Client bag is prepared and reviewed for each lockbox. This bag contains all correspondence items, and any items returned unprocessed per the Client's processing instructions. Each Client bag is reviewed for accurate contents before releasing to the Client.

The City of Fort Lauderdale has the option to receive these contents in .pdf image form.

FILE RETRIEVAL FROM THIRD-PARTY COLLECTORS

Bill2Pay will accept any third party processor's online banking payments and/or in person payments in the form of an electronic feed and Bill2Pay will combine these transactions with the daily lockbox mail data file. Bill2Pay currently works with several vendors such as Checkfree (FiServ), Online Resources, Metavante, Fidelity, SoFortgate, Amscot and ACE.

QUALITY CONTROL MEASURES

System edits are performed throughout our process to ensure:

- Account numbers are captured or data entered accurately.
- Check amounts are captured and or data entered accurately.
- High dollar amounts are reviewed for processing accuracy and or returned to the Client.
- Paid in Full checks are visually reviewed for paid in full comments and returned to the Client if required.
- Balancing of each lockbox account is reviewed and approved.
- Lockbox data files are reviewed and approved.
- Bank deposit files are reviewed and approved.
- Client bags are reviewed and approved.

All of the above components are the direct responsibility of the Lockbox Operation's Managing Director. At Bill2Pay, having one of the industry's lowest error rates is the key component to our success.

BILL2PAY STANDARDS

Encoding Error	1 per every 100,000 items processed
Keying Account # Error	1 per every 75,000 items processed
Misapplied items	1 per every 275,000 items processed
Error in transmission deadline for bank deposit	One failure per year
Error in transmission deadline to Client	One failure per year

INDUSTRY STANDARDS (PER 100,000)

Study	2007	2008	2009
Encoding Errors	1.8	2.2	3.4
Misapplied Payments	1.7	2.6	15.4
Double-Postings	0.1	0.0	0.1
Live Checks Unprocessed	0.3	0.0	0.1

2009-2010 TAWPI Benchmark Study

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Quality Standards Industry vs. Bill2Pay

Here is the TAWPI data with Bill2Pay Actual for comparison:

1.8	2.2	15.4	0.6	88%
1.7	2.6	15.4	0.3	99%
0.4	0	0.2	0	0
0.3	0	0.1	0	100%

Did you know that a single error can cost up to \$100?

Errors consume your time and your resources. When you use the best quality processing service you do not have to worry about hidden error costs!

Bill2Pay reports all errors submitted by Clients and/or errors found and corrected internally before the Client is impacted. These are tracked monthly and errors are closed at the end of 60 days. For example, errors for the month of January 2013 are not closed until the first week in March 2013.

QUALITY CONTROL MEASURES

The following are areas Bill2Pay specifically monitors to ensure accurate processing and deposit information. Each payment is imaged and processed using a state-of-the-art Image processing platform.

System edits are performed throughout to ensure:

Account numbers are captured or data entered accurately – document scan-lines must include a check digit routine. Account number must have check digit built into the number itself. Bill2Pay does have the option to force each check only payment account number to be double keyed by two separate operators and/or Bill2Pay can take a file of valid account numbers and perform a comparison of account numbers keyed to the account numbers in the lockbox data file.

High dollar amounts (payments made in excess of a certain amount, the amount is determined by the Client) are flagged during the check verification process, and the checks are visually reviewed to ensure the payee is proper, and/or the payment is returned.

- Each account is balanced prior to transmission of data to the Client. The daily Client control log is balanced back to system captured data. The balancing process is documented and approved by a group leader or manager before data transmission.
- Each transmission file total is verified for a second time before release to the Client. The total deposit ticket is then prepared and approved by a group leader or manager.



Each bank deposit file is verified before release to ensure accurate deposit posting on a daily basis.

The Client bag is reviewed and approved for accurate contents before release.

All of the above components are the direct responsibility of the Lockbox Operations Managing Director.

At Bill2Pay, having one of the industry's lowest error rates is the key component to our success. On a daily basis, we track the following categories for error reporting. Our current categories and average error rate are outlined below.

PROCESSING ACCURACY RATE

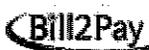
Encoding Error	1 per every 100,000 items processed
Keying Account # Error	1 per every 75,000 items processed
Misapplied items	1 per every 275,000 items processed
Error in transmission deadline for bank deposit	One failure per year
Error in transmission deadline to Client	One failure per year

DATA CENTER AND TECHNOLOGY

Bill2Pay operates secure, state-of-the-art payment processing facilities and systems in both Clearwater and Jacksonville, Florida. Accordingly, Bill2Pay maintains a security plan addressing all aspects of data security, broadly categorized here as physical, system, personnel, and electronic data flow security. We are aware of the importance of all of these elements of a security plan, and continually monitor our plan to ensure compliance and integrity. We focus on data integrity, availability and security and we will demonstrate how we provide this service with excellence, including:

- PCI DSS Level 1 Security
- Network and data availability 99.9%
- Scalability planned ahead to never reach 80% of capacity

To ensure security further, Bill2Pay uses the services of outside auditors and consultants to test and evaluate the various levels of physical, electronic, document, and personnel security. Here is an overview of the measures taken at our facilities to ensure physical, system, personnel, and data security:



SECURITY

PHYSICAL SECURITY



Bill2Pay maintains a very high level of security that controls both physical and electronic security. These measures are comprehensive and include background checks, active systems monitoring, open floor plans, strict control, and sign off requirements. Our executive management team is comprised of all seasoned financial experts that understand your requirement for a totally secure environment.

Physical security measures are those actions taken to ensure the security of our facilities and hardware. The goal is to prevent physical access to data, materials, or equipment by unauthorized personnel. Access to the operations areas is limited through locked doors, accessible via electronic keycard access. We have designed an open floor plan for easy visibility, with the supervisors of each area located near their subordinates, which further serves to increase security. Access to data centers is limited to authorized personnel by code secured doors, a second level of key-card authorization, and by motion-activated video monitoring. All visitors are required to identify themselves and the person being visited before they are allowed beyond the reception area. While in an operations area, the visitor must be accompanied by authorized Bill2Pay personnel.

Along with those measures identified above, Bill2Pay maintains secure processing facilities that require individual access badges. Bill2Pay only employs the same third party contractors that are currently deployed by multiple depository institutions such as transportation services and equipment maintenance companies. No unauthorized persons are allowed into our processing facility and our facility is designed to have a very open floor space to eliminate theft or fraud. Our processing procedures deploy numerous checklists with multiple sign-offs of responsibility to ensure our processing has the appropriate checks and balances.

SYSTEM SECURITY



Today, more than ever, security and privacy concerns dominate the financial services landscape. We at Bill2Pay consider protecting our customers' information of paramount concern, and therefore cultivate our business with a culture of security. We have in place stringent security policies and procedures, and continually work to augment our security plan and propagate the secure business culture. This includes the successful completion every year since 2007 of PCI (Payment Card Industry) Level 1 Data Security Standards Compliance. PCI

Data Security Standards are rigid industry requirements from a collaborative effort by Visa, MasterCard, Discover and other credit card issuer associations to protect cardholder data and the credit card customers. Additional detail on PCI Level 1 compliance is available at www.visa.com/CISP.

PERSONNEL SECURITY

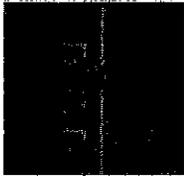
Immersion into Bill2Pay's security culture begins with each new hire. All Bill2Pay personnel must undergo a background check and must be bondable. This helps ensure the integrity of its employees. Our personnel standards and low turnover have earned us the distinction of never having experienced a security breach, including electronic or check theft or information hacking.

In addition, Bill2Pay conducts specific security training for its personnel. This training stresses the:

- Meaning and uses of the building security systems;
- Need to challenge unknown persons who are in or near the employee's work area;
- Ethical and legal reasons for keeping the information contained confidential;
- Bill2Pay policies regarding the release of information, including the types, to whom and how it is to be released.

In addition to the periodic training, Bill2Pay has written guidelines and procedures which are required to be read by all staff members. Both the training and the written guidelines are periodically updated and presented to all personnel. In light of the fact that the number one mechanism of data loss is social engineering, Bill2Pay's emphasis on personnel security and identification is well thought out and addresses a fundamental and often overlooked security weakness.

ELECTRONIC DATA FLOW SECURITY



Bill2Pay Electronic Processing resides in a secure application environment and deploys both active and passive monitoring to protect against intrusion and disruption of service. We are internally audited quarterly and also pass the PCI Level 1 external audit yearly. In 2011 and 2012, we had the rare distinction of passing with no exceptions; an impressive feat in the community. Bill2Pay has not had a successful penetration into our application or web server applications since inception. Effective security involves four elements, and Bill2Pay's security

plan addresses these elements:

- Data Secrecy (no unauthorized release of or access to information);
- Data Integrity (no unauthorized modification or destruction of data);
- Data Availability 99.9% and
- Data audit-ability (the ability to monitor and discriminate between normal and abnormal system activities).

Electronic security, in particular, includes controlling access to the data within the system through the use of passwords and/or other log-on procedures, restricting functions to specific user categories, auditing all accesses, denying use of software not authorized to a specific password, and employing hardware and software technology designed to protect the data stored in the system. Working in conjunction with Bill2Pay's comprehensive security infrastructure, the security model represents a powerful yet flexible environment for the protection of customer data.

- 1) The first level of access is required to gain entry into Bill2Pay's network environment. This level of access is provided through the network operating system.
- 2) A second level is required to gain access to the midrange system on which certain applications reside. This level of access is through the midrange systems security layer.
- 3) A third level of access is required to allow access to the payments online system. This is accomplished through granting of access to the necessary programs and databases.
- 4) The fourth tier is within the application itself, where access to "business functions" necessary to do a particular job is authorized. This level of access is used to restrict and control access to specific business functions, records, and even data elements.
- 5) An individual may be assigned to a pre-defined security group, to allow access to all appropriate business functions required to perform their job. Or, specific individual business functions may be authorized where needed.

Web-based applications are encompassed by additional specific security measures, including:

- Use of 2048 bit SSL (secure socket layer) encryption for all web-based applications.
- Implementation of security for all web-based applications, requiring use of a user ID & PIN or password to authenticate to these systems.
- Protection of data behind Bill2Pay's firewall.
- Internal access to Bill2Pay networks is secured through the use of a 'Virtual Private Network' (VPN), which provides a secure, encrypted 'tunnel' for information sent over the Internet.

An increasingly vital element of electronic data security also includes protection of data transmitted outside of Bill2Pay's environment. Bill2Pay employs stringent measures to ensure that data transmissions are not compromised. These measures include the following:

- Financial data is sent via secure transmission.
- Secure FORTP and SSL data transmission methods used.
- E-mail is not used for routine transmission of any sensitive data.
- When any sensitive data must be sent via e-mail, it is encrypted to prevent unauthorized access in the event that it is intercepted by an unauthorized third party.

SCALABILITY

Bill2Pay's servers have been built with the expectation of consistent growth in the entire southeast region of the United States, and we currently support a significant portion of processing of government and utility payments in Florida. Currently we provide:

- 8,000 transactions per day
- Peak of between 5,000 to 8,000 transactions in our highest peak hour in a year.
- Approximately 3,000,000 transactions per year of more than \$500,000,000 in payments

We are significantly below our threshold of 80% capacity and have plans to add to our capacity as we take on more large Clients. Our infrastructure is architected to be able to add storage, bandwidth and processing power to keep a standard of always being below 80% of our capacity.

EMERGENCY PLAN

BUSINESS CONTINUITY IMPLEMENTATION (INTERNET AND HARDWARE, EMERGENCY ROLLOVER)

Because Bill2Pay maintains a facility that must operate in a 24 x 7 environment, we maintain multiple redundancies to ensure uninterrupted processing. Because of this vigilance in planning our infrastructure, Bill2Pay has never experienced an emergency prolonged outage.

ELECTRONIC PAYMENT PROCESSING AVAILABILITY

Bill2Pay's proprietary Web Servers, Database servers, storage, and network infrastructure is primarily based in Jacksonville, Florida, with additional equipment in Clearwater, Tallahassee and Alpharetta, Georgia. We have never experienced a failover outage, even for emergencies such as hurricanes. Our networks have enough redundancy to withstand a single network outage in Jacksonville and reroute traffic.

In the event of an emergency in Jacksonville, payment processing can be performed in our Alpharetta failover facility. Not only will the websites continue to work and process payments, even the "lookup data" which provides the due amount for a customer to pay is preserved in a failover situation.

In the event a customer agency's data center is out of service, "reconciliation" data, which is used to record payments in the customer agency's billing systems, will be stored for transmission.

PEAK TIME MANAGEMENT

Bill2Pay strategically purchases and deploys our hardware environment to run at no greater than 80% capacity. This allows us to meet deadlines and timeframes even during peak monthly billing periods. We run multiple shifts and have a pool of employees that have been trained and are eligible for employment that are utilized during peak processing times.

BUSINESS CONTINUITY

Bill2Pay's main and backup facilities deploy backup generators that are capable of running the facility at full capacity continuously should power and communications become unavailable. Bill2Pay maintains multiple ISPs to ensure communication with our Clients are uninterrupted. Bill2Pay has individual UPS backups for works stations, services, print servers and other equipment that require uninterrupted power supply.

LONG TERM DISASTER RECOVERY

Bill2Pay maintains a fully redundant hot site with equipment that will back up our Jacksonville or Clearwater facility in case of an extended outage at our main facility. Bill2Pay conducts annual recovery tests and will share the results with you.

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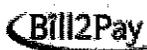


PERSONNEL

Bill2Pay's staff has more than 19 years experience providing lockbox services in Florida (many years as Intuition Systems, Inc.). Please see Our Company section for more detail. There will be no employees driving vehicles in the performance of our lockbox service to the City of Fort Lauderdale. The following are descriptions of the contacts who will serve the City of Fort Lauderdale directly.

<p>Ms. Iris Kraft Dir. of Payment Processing Ph: (727) 902-5406 Fax: (727) 535-0707 Iris.KraFort@Bill2Pay.com Office: Clearwater</p>	<p>Iris has been an electronic payments industry expert for ten years. She became the Director of Payment Processing for Bill2Pay in May of 2009; being Bill2Pay's accountable and accessible leader, her role will be to oversee the payment processing line of business for Intuitions Systems, Inc. Iris has a Bachelor of Science in Sport Management from Georgia Southern University and an MBA from Argosy University (formerly University of Sarasota), with honors.</p>
<p>Ms. Kathy Wilson Director of Operations Ph: (727) 524-3511 ext. 221 Fax: (727) 535-0707 Kathy.Wilson@Bill2Pay.com Office: Clearwater</p>	<p>Kathy has been with Bill2Pay for nineteen years serving as the Director of Operations. We refer to Kathy as the "inventor of the lockbox". Kathy came from a team banking background with an emphasis in item processing and her role is to oversee all operations and systems considerations required at the lockbox operations center.</p>
<p>Ms. Lauren Bavlsik Implementation Manager Ph: (727)524-3511x240 Fax: (727) 535-0707 Lauren.Bavlsik@Bill2Pay.com Office: Clearwater</p>	<p>Lauren, the Implementation and Client Manager, brings over 20 years of experience in customer service as well as hardware/ software implementation management. Lauren specializes in complex customer software environments. Lauren joined Bill2Pay in July of 2011 as an award-winning presenter/trainer who takes a hands-on approach to Client implementation. Her role will be to manage your implementation process and to offer continued support throughout the duration of the relationship.</p>
<p>Mr. Kyle Crawford Solutions Architect Ph: (813) 421 4595 Fax: (727) 535-0707 Kyle.Crawford@Bill2Pay.com Office: Clearwater</p>	<p>Kyle can consult with experience with your finance, support, IT, and supervisors with solutions in their own languages. Kyle brings 20 years of technical, support and project management experience. After 5 years in the technical side of card processing, he became Solutions Architect of Bill2Pay in 2010. He now evaluates needs, designs solutions, inputs to product management, and gives support with technical implementations. Kyle has a Bachelor of Science in Computer Information Systems from Clemson University, has his Project Management Professional Certification (PMP) and an MBA from the University of Florida.</p>

Bill2Pay intends to use only employees in the performance of its payment processing services.



OUR COMPANY

COMPANY HISTORY

Our payment processing services began with Intuition Systems, Inc. acquiring North American Financial in 1994. After twenty years of successful investment in the right personnel, processes, and technology, we have grown to be the largest retail lockbox processor in the state of Florida with a strong and expanding client-base, both in-state and nationally. As described throughout this proposal, Bill2Pay is well positioned to offer a seamlessly integrated payment solution, providing a one-stop solution for all of your customer payment needs. We offer our excellent services from the stability of a steady ownership and senior management since 1994.

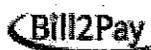
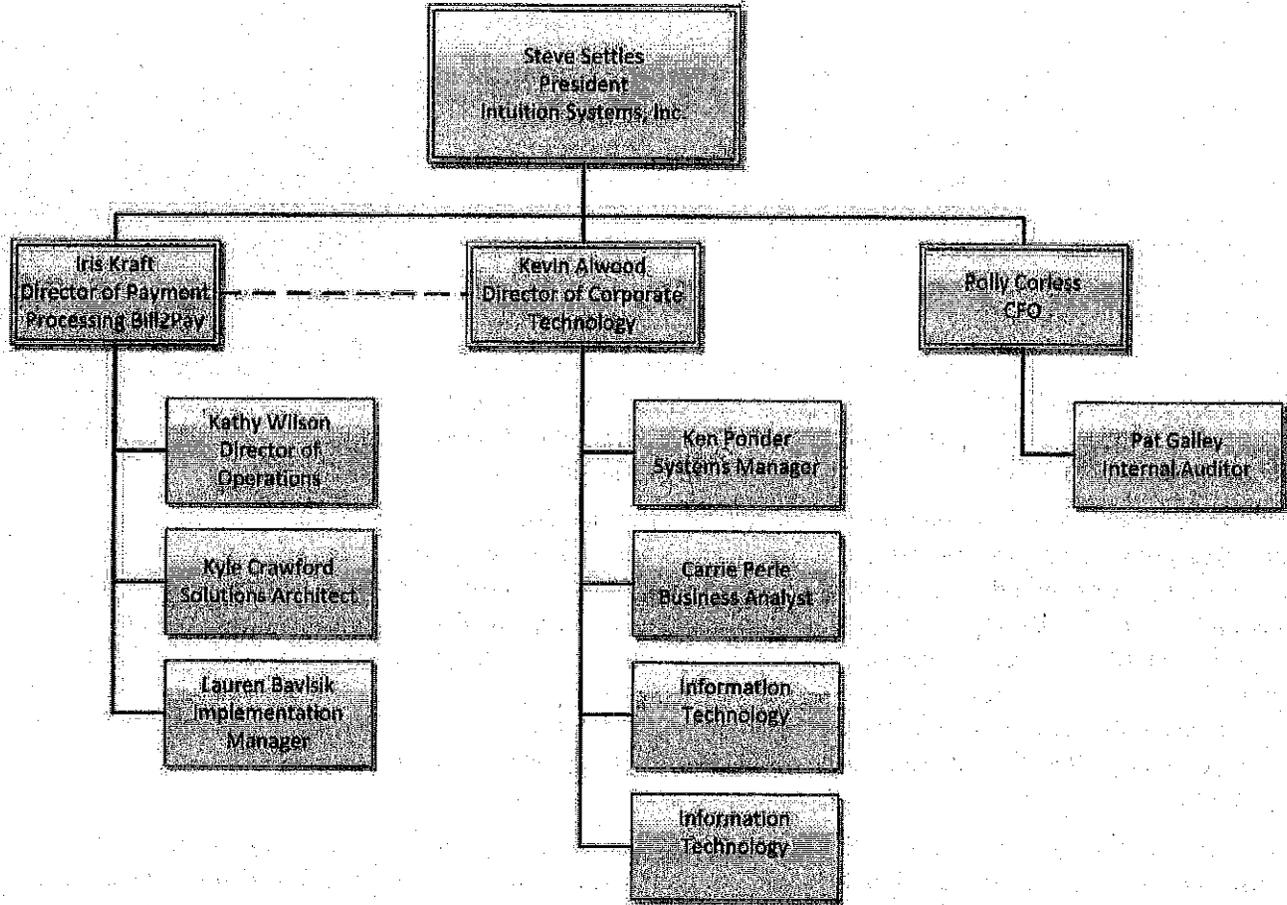
Intuition Systems, Inc. employs 200 associates in its four offices located in Clearwater, Jacksonville, Tallahassee, Florida, and Tempe, Arizona. All of the electronic services in response to your RFP will be performed at our headquarters at 9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256, or our Clearwater office located at 4700 140th Ave. N., Suite 106, Clearwater, FL 33762.

Bill2Pay has come to understand from experience the particular needs of government agencies and municipalities as the provider of electronic, retail, and wholesale lockbox payment processing. Our customers include but are not limited to: JEA, Collier County Tax Collector's Office, Columbia County Tax Collector's Office, Nassau County Tax Collector's Office, Manatee County Tax Collector's Office, Duval County Tax Collector, FLHSMV – MCC, OUC,TECO (Tampa) Energy, Hernando County, Hillsborough County, Marion County, Sumter County Electric, Pinellas County Utilities, Lee County, Volusia County, City of Fort Lauderdale, City of Cape Coral, City of Clearwater, City of Lake Worth, City of Homestead, City of N. Miami, City of Sarasota, City of Sunrise, City of Venice, City of West Palm Beach, Village of Wellington, Florida Water Services, City of Ocala, and City of Melbourne.

Intuition Systems, Inc., over the past 18 years, has instilled a sense of community within our company. This sense of community has transcended to our involvement in local community activities throughout Duval, Clay, and St. Johns County. The majority of the staff responsible for delivering the solution for the City of Fort Lauderdale resides in the three counties mentioned and is proud to deliver the best solution possible for the area in which they call home. Intuition Systems, Inc., has promoted this sense of community and it shows in the organizations that our employees are engaged in on a regular basis. We encourage executives, management, and staff to be active in local, civic and charitable organizations. Furthermore, exempt employees are given significant flexibility to accommodate civic responsibilities. Because Jacksonville is our largest office, most of our community support is within the North Florida Community. In order to promote and encourage this activity, we have an Outreach Committee comprised of management and employees. Each year, this group organizes our corporate and employee financial support and our work days at various organizations.



ORGANIZATIONAL STRUCTURE



BILL2PAY CLIENTS FOR OVER 20 YEARS**Bright House Networks**

Vicki LaVerde – (813) 377-0225
vicki.laverde@mybriighthouse.com

Bill Brennan – (407) 215-5515
bill.brennan@mybriighthouse.com
Client since 1991

BILL2PAY CLIENTS FOR OVER 10 YEARS

City of Fort Lauderdale
Arnette Torrence - (954) 761-5151
atorrence@fortlauderdale.gov
Client since 1998

TECO and Peoples Gas
Kim Folks - (813) 275-3575
kbfolks@tecoenergy.com
Client since 1998

Pinellas County Utilities (PCU)
Charles Richard – (727) 453-3450
corichar@co.pinellas.fl.us
Client since 1999

CSC - Computer Science Corporation
Jonathan Smith - (941) 906-2147
jsmit272@csc.com
Client since 2000

City of Sarasota Utilities
Michael Healy – (941) 329-6120
michael.healy@sarasotagov.com
Client since 2001

Sumter Electric
Cheryl Tucker – (352) 793-3801
cheryl.tucker@secoenergy.com
Client since 2002

City of St. Cloud Utilities
Janet Pinder – (407) 434-2173
jlevy@ouc.com
Client since 2002

Orlando Utilities Commission (OUC)
Janet Pinder – (407) 434-2173
jlevy@ouc.com
Client since 2002

Florida Healthy Kids
Amber Floyd – (850) 701-6166
floyda@healthykids.org
Client since 2002

Florida Savings Plan
David Charles – (850) 553-2105
david.charles@intuition529.com
Client since 2002

BILL2PAY CLIENTS FOR OVER 5 YEARS**City of West Palm Beach**

Sandra Butler (561) 659-8000

subtler@wpb.org

Client since 2003

Volusia County

Christine Carpenter – (386) 736-5938

ccarpenter@co.volusia.fl.us

Client since 2003

Village Of Wellington

Carol Stone – (561) 791-4096

cstone@ci.wellington.fl.us

Client since 2003

Marion County Utilities

Nancy Jarvis – (352) 671-8528

nancy.jarvis@marioncountyfl.org

Client since 2003

City of Cape Coral FL

Carol Kenny – (239) 574-0423

ckenny@capecoral.net

Client since 2004

Hernando County Utilities

Alissa Pike (352) 754-4762 ext 35625

apike@co.hernando.fl.us

Client since 2004

Lee County Utilities

Carolyn Andrews – (239) 274-2545

andrewcb@leegov.com

Client since 2004

City of North Miami

Paul Vernon – (305) 895-9881

vpaul@northmiamifl.gov

Client since 2005

JEA

Deborah Beaver – (904) 665-5672

beavda@jea.com

Client since 2005

City of Sunrise

Harry Cruz – (954) 746-3233

hacruz@cityofsunrise.org

Client since 2006

City of Clearwater

Lynne Priester – (727) 562-4609

lynne.priester@myclearwater.com

Client since 2006

City of Homestead

Richard Vega – (305) 224-4802

rvega@cityofhomestead.com

Client since 2007

Lee County Electric

Kelly Pilkington – (239) 656-2286

kelly.pilkington@lcec.net

Client since 2007

CLIENT LIST ALPHABETICALLY

Full list of Clients, including Lockbox and Electronic Payment Services:

AAA Auto Insurance

Paula Shriver – (813) 289-5053

pshriver@aaasouth.com

Bright House Networks

Vicki LaVerde – (813) 377-0225

vicki.laverde@mybrighthouse.com

Bill Brennan – (407) 215-5515

bill.brennan@mybrighthouse.com

Capital Preferred

Byron Wells – (850) 521-0742 ext. 230

bwells@pmains.com

City of Altamonte Springs

Liz Jordan – (407) 571-8042

ljordan@altamonte.org

City of Cape Coral FL

Carol Kenny – (239) 574-0423

ckenny@capecoral.net

City of Clearwater

Lynne Priester – (727) 562-4609

lynne.priester@myclearwater.com

City of Fort Lauderdale

Arnette Torrence - (954) 761-5151

atorrence@fortlauderdale.gov

City of Fort Myers

Camille Ramsey – (239) 321-8106

cramsey@cityfortmyers.com

City of Homestead

Richard Vega – (305) 224-4802

rvega@cityofhomestead.com

City of Lake Worth

Brenda Scott – (561) 533-7300 ext 7114

bscott@lakeworth.org

City of Melbourne

Wayne Rosser – (321) 608-7170

wrosser@melbourneflorida.org

City of North Miami

Paul Vernon – (305) 895-9881

vpaul@northmiamifl.gov

City of Ocala Utilities

Terry Austin – (352) 629-8578

taustin@ocalafl.org

City of Palm Bay

Yvonne McDonald – (321) 953-8937

mcdony@palmbayflorida.org

City of Plantation

Mary Beazley – (954) 797-2202

mbeazley@plantation.org

City of Sarasota Utilities

Michael Healy – (941) 329-6120

michael.healy@sarasotagov.com

City of St. Cloud Utilities

Janet Pinder – (407) 434-2173

jlevy@ouc.com

City of St. Petersburg

Candice Winter – (727) 893-7338

candice.winter@stpete.org

City of Sunrise

Harry Cruz – (954) 746-3233

hcruz@cityofsunrise.org

City of Tampa Utilities

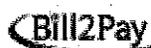
Connie Thomas – (813) 274-8656

connie.thomas@ci.tampa.fl.us

City of West Palm Beach

Sandra Butler - (561) 659-8000

subtler@wpb.org



Collier County Tax Collector's Office

Shirley Watral – (239) 252-8714
swatral@colliertax.com

Columbia County FL Tax Collector's Office

Ronnie Brannon – (386) 758-1080
rb@columbiataxcollector.com

CSC - Computer Science Corporation

Jonathan Smith - (941) 906-2147
jsmit272@csc.com

Duval County Tax Collector's Office

Gerald Cates - (904) 630-1880
geraldc@coj.net

First Housing Development Corp. of Florida

Vera Rusyn – (813) 283-1053
vrusyn@firsthousingfl.com

FLHSMV MCC

Marilyn Tabanelli – (850) 245-7934
marilyntabanelli@flhsmv.gov

Florida Healthy Kids

Amber Floyd – (850) 701-6166
floyda@healthykids.org

Florida Savings Plan

David Charles – (850) 553-2105
david.charles@intuition529.com

Hernando County Utilities

Alissa Pike - (352) 754-4762 ext 35625
apike@co.hernando.fl.us

JEA

Deborah Beaver – (904) 665-5672
beavda@jea.com

Lee County Electric

Kelly Pilkington – (239) 656-2286
kelly.pilkington@lcec.net

Lee County Utilities

Carolyn Andrews – (239) 274-2545
andrewcb@leegov.com

Manatee County Tax Collector's Office

Wayne Hoefle – (941) 741-4850
wayneh@tacollector.com

Marion County Utilities

Nancy Jarvis – (352) 671-8528
nancy.jarvis@marioncountyfl.org

Orlando Utilities Commission

Janet Pinder – (407) 434-2173
jlevy@ouc.com

Pasco County EMS

Barbara Agnitti – (813) 929-1329
bagnitti@pascocountyfl.net

Peach Care

Jay Wells – (770) 407-1580
jaywells@policy-studies.com

Pinellas County Animal Control

Kathy Shipley – (727) 582-2624
kshipley@co.pinellas.fl.us

Pinellas County EMS

Karen Cervone-Nitz – (727) 582-2000
kcervone@pinellascounty.org

Pinellas County Utilities (PCU)

Charles Richard – (727) 453-3450
corichar@co.pinellas.fl.us

Revolution Money

David Sewell – (813) 817-1446
dsewell@revolutionmoney.com

Southern Fidelity

Byron Wells – (850) 521-0742 ext. 230
bwells@pmains.com



Sumter Electric

Cheryl Tucker – (352) 793-3801
cheryl.tucker@secoenergy.com

TECO - Tampa Electric

Kim Folks - (813) 275-3575
kbfolks@tecoenergy.com

Toho Water Authority

Rodney Henderson - (407) 944-5135
rhenderson@tohowater.com

United Capital Funding Corp.

Barbara Coakley – (727) 894-8232
barbara@ucfunding.com

Village Of Wellington

Carol Stone – (561) 791-4096
cstone@ci.wellington.fl.us

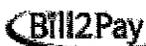
Volusia County Tax Collector's Office

Christine Carpenter – (386) 736-5938
ccarpenter@co.volusia.fl.us

Volusia County Utilities

Wanda Lindberg – (386) 943-7027 ext. 3291
wlindberg@co.volusia.fl.us

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INCORPORATION CERTIFICATE

State of Florida Department of State

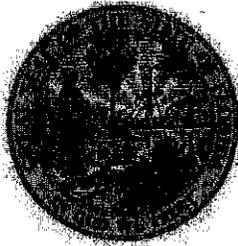
I certify from the records of this office that INTUITION SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on December 29, 1997, effective December 29, 1997.

The document number of this corporation is P97000108526.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 24, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Twenty fourth day of January,
2013.*



Ken Detmer
Secretary of State

Authentication ID: EC2127310562

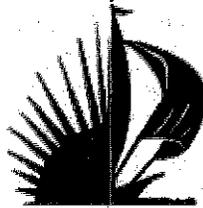
To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

733-11224

Lockbox Services



CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and

organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordninance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized

standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V. PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the

Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Kathy Wilson**

5/14/13

(Authorized signature)

(date)

Name (printed) **Kathy Wilson**Title:**Director of Operations**

Company: (Legal Registration) **Intuition Systems Bill2Pay**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **4700 140th ave. N #106**

City: **Clearwater**State:**FL** Zip: **33762-3546**

Telephone No. **7275243511x221**FAX No. **7275350707**Email: **kathy.wilson@bill2pay.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **0**

Payment Terms (section 1.04): **invoice**Total Bid Discount (section 1.05): **0**

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

1 (intuition invoice) 5/7/13

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES

NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: **Bill2Pay has no variances.**

revised 11-29-11

No Bids

Debtor Plus Collection Service Do not have the experience requested by the city