



Contract No.: 552-9172

Agreement to Supply: LOCKBOX SERVICES

This agreement, made and entered into this the 15 day of July, 2005, is by and between the CITY OF FORT LAUDERDALE, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and

Name of CONTRACTOR: INTUITION SYSTEMS, INC.

Address: 4700 140TH AVE. N SUITE 106 City: CLEARWATER State: FL Zip: 33762

A Corporation [checked] A Partnership [ ] An Individual [ ] Other: [ ]

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue a Request for Proposal (RFP) for supplying the requirements of the City for the service listed above for a period of Five (5) Years and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: JUNE 7, 2005; PUR-4

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning 07/01/05 and ending 06/30/10 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number 552-9172, and the Contractor's proposal in response, excluding Pages 33-36 (Exhibit 2, Sample Contract) of the Contractor's proposal, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:
1) This contract Form G-110, Rev. 12/00
2) The City's RFP and all addenda thereto
3) Contractor's proposal in response to the City's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. Taxes Exempt: State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

Immediately following processing as set forth in this Agreement, the Contractor shall deposit all remittances payable to the City in an account held by the City at a financial institution as directed by the City from time to time.

3. **Contract Summary:**

a. Attachments:

Contractor's proposal, addendum #1, addendum #2, and the solicitation document.

b. Payment Terms:

Per RFP

c. Delivery:

Per RFP

d. Insurance:

Yes

No

e. Performance Bond/Letter of Credit:

Yes

No

f. Procurement Specialist's Initials:

RE

4. **Contractor's Phone Numbers:**

Office: (727) 524-3511

Mobile:

5. **Contractor's Fax Number:**

(727) 353-0707

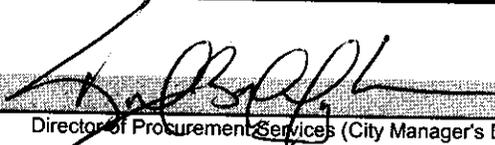
6. **Contractor's E-Mail Address:**

Mitch.Huling@intuitioncorp.com

Website:

City of Fort Lauderdale

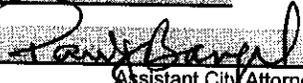
By:

  
Director of Procurement Services (City Manager's Designee)

Auth. Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date:

9/7/05

  
Assistant City Attorney (approved as to form)

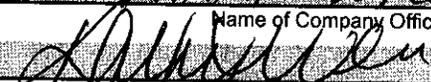
Date:

8/9/05

Contractor/Vendor

By:

KATHY WILSON  
Name of Company Officer (please type or print)

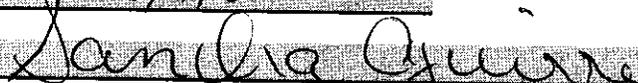
  
Authorized Officer's Signature

Title:

PRESIDENT

Date:

8/9/05

  
Secretary (please type or print)

Attest:

Sandra AGUIRRE  
Signature of Secretary

**Intuition Systems, Inc.**

Bid Contact **Mitch Huling**  
**Mitch.Huling@intuitioncorp.com**  
**Ph 904-226-0417**

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

Qualifications **DBE**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
552-9172-1-01	Lockbox Services	Items Referred to in the "CheckList" are contained within our Proposal response to "Exhibit B" as either Exhibits 1-4, or line items within the body of the proposal text, with the exception of the Fee Schedule which is submitted as separate electronic, hard copy, and diskette documents.		1 / each		Y	Y
<b>Vendor Total</b>							<b>\$0.00</b>

**CONTRACT COPY**

**Intuition Systems, Inc.**

**Item: Lockbox Services**

**Attachments**

9172 EXH B- Lockbox Svs Technical, ISI Response.pdf

9172\_PROPOSER\_CHECKLIST.htm

9172 Lockbox-Retail Fee Sched, ISI Pricing.xls

General\_Conditions-\_Formal.htm

LockBox\_ProposalSummary.htm

PROPOSAL\_SUMMARY\_PAGES\_Lockbox.htm

**RFP 552-9172**



**LockBox Remittance Processing**

**for the**



**Your payments are *your* business, processing  
them right is *ours*.**

Delivered electronically prior to  
March 18, 2005 2:00 PM EST  
via [www.rfpdepot.com](http://www.rfpdepot.com)

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**1.0 Executive Letter**

March 15, 2005

City of Fort Lauderdale  
Procurement Services Department  
100 N. Andrews Avenue  
Ft. Lauderdale, FL 33301

Intuition Systems, Inc. (ISI) is pleased to respond to your Request for Proposal for Lockbox Payment Services. As a Florida based corporation with offices in Jacksonville, Tallahassee, and Clearwater Florida, ISI believes it has the best solution for the City of Ft. Lauderdale as shown throughout our response to your RFP. The strength of our solution is based on nearly fourteen progressive years of experience in the payments processing industry and the ability of ISI to consolidate all of your payment activity to one source. Our track record testifies to our understanding and ability to provide, in the full scope of lockbox processing, an accurate and timely payment solution with which to handle your customer payments quickly and efficiently.

The primary contact responsible for answering questions regarding the contents of this response is:

Nathan Groff  
Chief Executive Officer  
InTuition Systems, Inc.  
9428 Baymeadows Road, Suite 600  
Jacksonville, Florida 32256  
Tel: (904) 421-7230 Fax: (904) 421-7160  
Email: [Nathan.Groff@intuitioncorp.com](mailto:Nathan.Groff@intuitioncorp.com)

The alternate contacts are:

Kathy Wilson  
President/ Director of Operations  
InTuition Systems, Inc.  
4700 140th Ave. N., Suite 106  
Clearwater, FL 33762  
Tel: (727) 524-3511  
Email: [Kathy.Wilson@intuitioncorp.com](mailto:Kathy.Wilson@intuitioncorp.com)

Mitch Huling  
Director of Marketing  
InTuition Systems, Inc.  
4700 140th Ave. N., Suite 106  
Clearwater, FL 33762  
Tel: (904) 266-0417  
Email: [Mitch.Huling@intuitioncorp.com](mailto:Mitch.Huling@intuitioncorp.com)

ISI's proposal certifies to the City of Ft. Lauderdale that it has full corporate power to enter into the contract and perform its obligations therein, and in full compliance with all relative 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, and that the officer signing the RFP Response Letter has full authority to do so. If the need arises, the City of Ft. Lauderdale will be permitted access on any site visit during the bid process to check reporting and data-entry capabilities, as well as any other capabilities required by the RFP.

Our strong commitment to provide the most complete and accurate payment services is second to none, as our clients, such as TECO Energy, the OUC, and fourteen other Florida utility companies will attest. Also, our active membership in NACHA and TAWPI should provide the City of Ft. Lauderdale a comfort level that we are more than just a Lockbox and Web/IVR payment service provider. Thank you for the opportunity to earn your trust and your business for these services.

Sincerely,



Nathan Groff  
Chief Executive Officer

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

## **2.0 Proposer Requirements**

### **2.1.0 ISI Company Narrative**

Intuition Systems (ISI) is part of Intuition Development Holdings, LLC (Intuition), a stable 25 year company with track record of delivering program management services to government agencies. Intuition was founded in 1977 as Cybernetics Systems. In 1991, Cybernetics was purchased by Barnett Bank and then in 1992 became Intuition. Intuition is currently privately held with a strong balance sheet and no significant debt. Intuition participates in regular audits and in one of its business units undergoes regular SAS70 audits. There are three subsidiary companies under Intuition that comprise its major lines of business:

**Intuition Systems** (ISI) was founded in 1991, and has been providing remittance lockbox processing for various government and private financial institutions (e.g. utilities, insurance, etc.) since that time. ISI is located at 4700 140th street, Clearwater, Florida and 9428 Baymeadows Road, Suite 600, Jacksonville Florida. ISI receives network support and maintains redundant processing facilities in Jacksonville, Florida. ISI is licensed for business and government contracts in the State of Florida.

**Intuition Solutions** has been providing college tuition plan administration services since 1988 is headquartered at 9428 Baymeadows Road, Suite 600 in Jacksonville, Florida. Intuition Solutions also maintains offices in Tallahassee, Florida.

**Veritec Solutions** which provides regulatory program management for the State of Florida Chief Financial Officer and the Oklahoma Department of Consumer Credit for the oversight and management of their deferred presentment programs.

All planning and implementation of the services described in this response will be performed by employees of ISI located in our offices and processing facilities in Clearwater, Florida. ISI management is self contained and its Chief Executive Officer reports to the Intuition Board of Directors. The ongoing application and program management for this proposal will be performed by systems and personnel in Clearwater, Florida.

### **Experience**

As the City of Ft. Lauderdale is well aware, ISI is not a multi-site, institutional processor. ISI is a strong competitor in the local market, providing the highest quality processing and delivery on technology that has changed the remittance processing environment. We have partnered with RP Solutions to provide a better, more flexible processing platform than our competitors. ISI has come to understand from experience the particular needs of government agencies and municipalities as the provider of electronic, retail, and wholesale payment processing for Hillsborough County, Hernando County, Marion County, Sumter County Electric, Pinellas County, Volusia County, Lee County, City of Coconut Creek, City of Cape Coral, City of West Palm Beach, The City of Sarasota, Wellington Village, City of Venice, City of Deltona, the City of N. Miami, Florida Water Services, Orlando Utilities Commission, TECO Energy, and the Florida Healthy Kids Corporation, not to mention the City of Ft. Lauderdale. Our experience processing Florida counties & utilities is such that we maintain a pre-approved Florida City/County/Utility contract.

ISI has been providing remittance lockbox services now for nearly fourteen years. The City of Ft. Lauderdale is, of course, well acquainted with our services. We will continue to meet all of the requirements of the RFP, striving to maintain the same quality service levels that the City of

Ft. Lauderdale has experienced to date. ISI, with the City of Ft. Lauderdale, will identify any necessary changes or updates to the current work plan. We will review all processing requirements and work product deliverables. Our dedicated project management team will work side-by-side with the City of Ft. Lauderdale project management team to assure that all tasks are being performed on time and delivered with the agreed upon specifications.

### 2.1.1 Personnel and resumes

**Overall Direction:** Mr. Nathan Groff will provide the overall direction for planning the implementation.. Mr. Groff has been a member of the InTuition family since 1988. He has been the Chief Executive Officer of ISI since 1999. Mr. Groff has more than five years experience as Vice President of Strategic Planning and Marketing of Portfolio Resources. His company designed, implemented, operationally supported, and updated the systems necessary to support portfolio acquisitions. These processes were based in Jacksonville, Florida. In addition, he has directed both the system and staff upgrades necessary to support and grow ISI.

#### RESUME:

2001 – present

Veritec – FL Deferred Presentment Program, Manager responsible for development, delivery and on-going management of the operational aspects for the Florida Deferred Presentment Program which includes a 24x7 high-availability web-based database application, technical operations, customer support operations, program management, and other services for the state government.

1995 – present

Portfolio Resources, LLC, President/CEO, Mr. Groff is the President/CEO of a subsidiary of InTuition Development Holdings LLC, which employs a staff of 20 and is responsible for annual revenues in excess of ten million dollars. He was appointed to this position by the President of InTuition in 1995 to create a recovery company. In 1996, Mr. Groff developed a portfolio pricing model that has been used in over 10 portfolio acquisitions. Starting with a portfolio that had a face value of \$10MM, the company now manages assets that total over \$200MM. All business planning, marketing, portfolio acquisition, revenue and expense planning and day to day operations are directed by Mr. Groff. Strategic direction and quarterly profitability are reviewed by a board comprised of an executive committee.

Prior to 1995:

Intuition Inc., Systems Manager, Systems Product Development

Project manager for all major system developments. Oversaw Business Analysts, Programmers, and Operational staff for application development.

Business Analyst, Systems Product Development

Analyze and prioritize system projects to reduce liability and operating cost.

Responsible for analyzing needed system changes to accommodate a regulatory environment that changes monthly.

Helped quantify specifications for a new servicing system.

Conducted comprehensive evaluations of existing student loan servicing systems.

Senior Project Analyst, Compliance and Quality Management  
 Conducted audits of operational units to enhance productivity and reduce corporate liability.

Successful in eliminating 1.2 million in annual liability.  
 Responsible for re-writing procedures, improving management reporting, and establishing effective quality control.

Designed specifications for a project to re-write core programs in the servicing application.

Developed a database inventory control system to measure productivity within business units.

CSX Commercial Services

Supervisor, Reconciliation Accounting

Managed a staff of 15 accountants responsible for daily bank reconciliations and quarterly reporting to the federal government.

Supervised loan transfers in excess of \$100 million.

Drafted responses to federal and internal audit reports.

Improved operating efficiency by reducing operating expenses by 25% during tenure.

- **Director of Daily Operations:** Ms. Kathy Wilson will assist in the planning and implementation of the program. After program implementation, she will manage the day-to-day operations. Ms. Wilson has an extensive banking background with an emphasis in item processing. Ms. Wilson joined ISI under its former owners and has been the President and Director of Operations for the past ten years.

#### RESUME:

1993 to present

Intuition Systems, Inc. – President

1987 - 1993

United Bank, St. Petersburg, Fl

Operations Officer responsible for all operational aspects of the bank to include:

Facilities management

Hardware maintenance contracts

Bookkeeping department

General ledger reconciliation, dda, savings, cd's

1984 - 1987

NCNB Bank, Tampa, Fl

Supervisor – Scrub Group - a staff of 4 responsible for the scrubbing of data files received through bank acquisitions before merge with in house applications.

Supervisor – Domestic Collections – a staff of 8 responsible for the processing of incoming and outgoing domestic collection items for all branch locations.

Supervisor – Certificate of Deposits – a staff of 12 responsible for the input of new account data, closed account data. Daily and monthly account reconciliation of all branch certificate of deposit general ledgers. A branch support unit responsible for all inquiries related to the redemption and renewal of CD's.

Operations Officer, Operations Manager – Municipal coupon/bond payment department – a staff of 22 responsible for the receipt and payment processing of all municipal bond interest coupon payments. Daily and monthly account reconciliation of all municipal bond general ledger accounts.

1982 – 1984

Ellis Bank, St. Petersburg, Fl – Computer Room Supervisor

Supervised the data processing of fed cash letters. Responsible for the data capture and processing of in-house proof work, fine sorting of checks for statement rendering, new account input, change input.

1980 – 1982

Community Bank, Seminole, Florida – Data Entry Operator responsible for the data entry of new account and change account data.

- **Technical Planning and Implementation.** Mr. Sam Patten, Systems Manager, will provide the technical planning and coordination required to plan, implement, and maintain all system interfaces.

1992– Present

Intuition Systems Inc. Clearwater, Fl

Director of IT (Vice President)

In charge of all technical aspects of company including:

Hardware, Software, Systems Workflow, Communications

Lead the implementation team for new Image Based Software

Experienced with the following Hardware and Networks:

- NCR 7770, NCR 7780, NCR 7731 (Capture Equipment)
- Opex 150, Opex 51, Opex IQ-Sort, Agissar triple cut (Opening Equip)
- Novell Network using latest version, 50 plus users.
- Windows NT/2000, 2003 Server with unlimited users.

1985–1991

North American Financial Svcs., St. Pete , Fl

Production Manager (Lockbox)

In charge of over 25 employees.

- Mail opening, Capture, Check Verification, Transmissions, Exception processing,
- Wholesale accounts.

Managed workflow .

Trained all new employees in every position.

Previous Positions: 2<sup>nd</sup> Shift supervisor over Data Entry Department, handling Image based Data entry of Credit Card Applications. Included assisting in hardware and software issues.

Computer Operations 2<sup>nd</sup> Shift Supervisor: Included the writing of JCL/MCL Code for NCR 9500 Main Frame Computers as well as assisting in the flow Of the processing of all BACK OFFICE Banking accounts.

Maintained and assisted in the Monitoring of all ONLINES and ATM's for over 50 Banks.

1980–1985

Com-Pat Computer Consultants, St. Pete, Fl  
Computer Systems and Programming DESIGNER

In charge of Designing new software for different business applications.

Using Pseudo – Code, designed the Flow of the programs and how they were to be created.

**2.1.2 Lockbox servicing locations**

Intuition Systems, Inc. is located at 4700 140<sup>th</sup> Ave. N., Suite 106, Clearwater, Fl 33762

**2.1.3. Corporate Structure of the Lockbox operations**

<b>Operational Phase</b>			
<b>Name</b>	<b>Title</b>	<b>Responsibilities</b>	<b>% of Time Available</b>
Nathan Groff	CEO	Overall responsibility for operations	As needed
Kathy Wilson	Operations Manager/Program Administrator	Primary account responsibility. Directly responsible for day-to-day operations	As needed
Sam Patten	Systems Manager	Implement new system features and enhancements and maintain the system.	As needed
Barbara Lapointe	Operations Supervisor	Assigned specific responsibility for City Ft. Lauderdale operations.	100%
Jessie Navarro	Client executive	Daily contact for client management	100%
Total Employee Count	75 Employees	All aspects of processing	As Needed

2.1.3 ISI two-year financial statement enclosed with proposal. Please see **Exhibit 4**

### **3.0 Mail Processing**

- 3.1.1 **Lockbox location.** ISI's lockbox processing facility is located in the State of Florida at 4700 140<sup>th</sup> Ave. North, Suite 106, Clearwater, Fl. 33762.
- ISI does not have plans to establish a lockbox location in Broward County, Fl.
- 3.1.2 **Flow and Processing of Mail.** All ISI destined mail is received 365 days a year at the TIA Post Office main facility. All ISI mail is fine sorted by P.O. (Caller Service) Box before direct delivery to the ISI Processing Facility. Once delivered, it is immediately sorted for high speed or low speed extraction for Retail Processing, or routed to the Wholesale Processing Dept..
- 3.1.3 **Post Office processing hours.** Intuition (ISI) utilizes P.O. (Caller Service) Boxes for each client at the Tampa International Airport (TIA) Post Office. Caller Service receives priority sorting and is a 24 hour, 365 day per year postal service.
- 3.1.4 **Zip Code.** ISI utilizes a unique five-digit plus four ZIP code assigned per client exclusively for receipt of lockbox items.
- 3.1.5 **First Pass Sorting.** The unique nine-digit ZIP code is included in the post office's first sorting pass.
- 3.1.6 **Nine-digit Zip Code.** Yes, ISI assigns a nine-digit zip code by lockbox number.
- 3.1.7 **Mail Delivery Direct.** All mail is delivered directly to the ISI processing facility from the TIA Post Office.
- 3.1.8 **Pickup Schedule.** ISI utilizes a nationally bonded courier service for mail pickups three times daily, 12:00 Midnight, 2:00 AM, and 6:00 AM, and once on Saturdays at 6:00 AM. ISI does not currently pick up mail on scheduled holidays. Current holidays observed are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.
- 3.1.9 The TIA Post Office performs fine sorting by P.O. Box. The mail enters the daily process flow directly from the point of delivery to the ISI lockbox facility, so that there is no delay once the mail is delivered (see flow chart, pg. 12)

#### **4.0 Lockbox Processing, major components**

##### **4.1.0 Equipment and output capacity per hour, and processing method.**

Nomenclature	Manufacturer	Qty	Capacity	Available Capacity
High-Speed Sorter	Lockheed/Opex	1	20,000 pieces per hour	100%
Opens/Extraction High Speed	Opex 150	1	9,500 pieces per hour	100%
Extraction desk Low Speed	Agissar	4	700 pieces per hour	100%
Transports High Speed	NCR 7780	4	6,500 pieces per hour	100%
Full-page Scanner	Fujitsu 5650C	1	3,300 pieces per hour	100%

##### **4.1.0 (cont'd)**

ISI has a fully automated and redundant operating environment. ISI also maintains additional hardware platforms that are not shown but detailed on our hardware list that serve as backup to our daily operations.

The following software will be used:

- Expert RPS-Ensemble
- Microsoft Office 2003 Professional on all PCs for team members
- Microsoft Windows 2003 Servers
- NCR Wise IP
- IIS version 5.0
- COM+
- SSL
- Microsoft Project 2003
- Existing proprietary payment balancing application

#### **ISI Retail Lockbox Processing Method Narrative**

**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 12 Midnight, 2:00 AM, and 6:00 AM, and once at 6:00 AM on Saturdays.

**Mail extraction. \* DURATION 15 min.** All mail is then sorted for *high speed extraction* or *low speed extraction*, depending on the type and condition of the mail. Low speed extraction is fine sorted into four categories: Singles (one check with one coupon), Multiples (one check with multiple remittances, or multiple checks with one remittance), No Docs (checks only), and Pile 3 (letters, messages, documentation received with payment).

\* in actual process flow the hours are concurrent, not consecutive.

**Item capture.** These are the transaction items (\*Coupon/Check, multiples and/or checks only) that are processed on the High Speed Image Item Processing Transports (NCR 7780s). \* coupons, remittance slips, and invoices are terms used for the document that normally accompanies a check payment, depending on the company issuing them.

**Pass 1, Image Capture. DURATION 30 min.** The images are captured during the 1<sup>st</sup> Pass on the transport as well as the scan lines on the coupons and MICR line on the checks.

1. The rear of each item is sprayed during Pass 1 with a unique identifier number.
2. That number includes the date, a batch number, and a sequence number.

**Image Keying. DURATION 30 min.** The images of coupons and checks are sent to image keying for keying 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.

**Pass 2, Encoding. DURATION 10 min.** Once the keying process is complete, the checks are run back through the transport for 2<sup>nd</sup> pass, where they are encoded and endorsed for depositing in your account.

1. The Checks are sprayed with additional information, such as account number, amount paid, and any other captured information that is desired. This is referred to as an Audit Trail. This information, on the back of a check, shows the amount processed, to which account it posted to and on what date.
2. A Bank Depository Endorsement is also sprayed on the checks.

**Report Generation. DURATION 5 min.** Once the capture and Pass 2 is complete for your account, we create several reports.

1. **Journal Report.** A detail journal report which has a complete listing of every item that was captured, to include, Batch number, Sequence number, account number, amount due, amount paid and check number. These can also be customized.
2. **Batch Summary Report.** We also include a batch summary report that is a listing of the totals for each batch of work processed. These reports can be emailed or printed to hardcopy for you. We also at this point generate your daily Host file that can be sent to you using various protocols.
3. The reports are standard and are included in the standard fees.

4. Our research department maintains copies of these files and reports for research issues that may arise, should you prefer to not receive the reports.

\* Report formats are Text, Microsoft Word, and PDF.

**Balancing. DURATION 15 min.**

1. Each 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.
2. The balancing process is documented and approved by a group leader or manager before data transmission.
3. 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.
4. Each bundle of checks equaling the total number of check bundles in the deposit for each client are re-counted and verified before release to the courier to ensure accurate deposit posting on a daily basis.
5. The client bag is reviewed and approved for accurate contents before release.

**Daily File Transmission. DURATION 15 min.**

1. Time TBD by the City of Ft. Lauderdale
2. File transmissions are matched to your system.
3. Multiple reporting mechanisms to ensure the most accurate and timely notifications of transmissions.

**File retrieval from third-party collectors**

ISI will accept any third party processor payments (CheckFree, Online Resources, etc...) and process them in accordance to the Client's processing procedures. ISI currently works with several vendors and is actively working with other third party processors to lower the cost of these services. ISI accepts both paper and electronic forms of payment from third party processors.

**4.1.1 Quality control checkpoints and flow chart of the processing procedures.**

**Quality Control Measures**

The following are areas ISI specifically monitors to ensure accurate processing and deposit information.

- Each check is processed and encoded using a state of the art Image processing platform.

System edits are also 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.

- 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 the physical checks and stubs. 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 bundle of checks equaling the total deposit for each client is re-counted and verified before release to the courier 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.

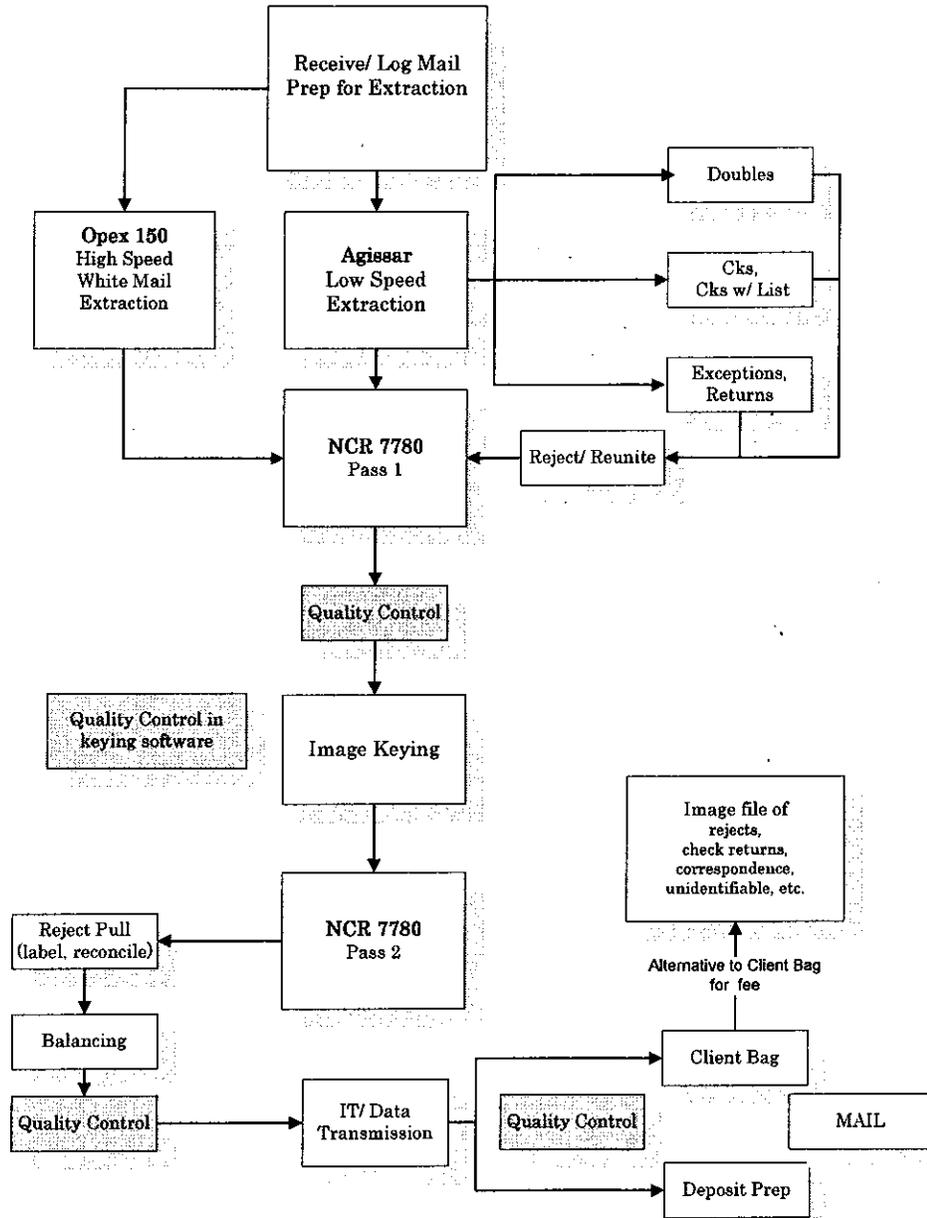
Logs are maintained to document all batches of work received from the semi-auto extraction desks, exception clerks, check only clerks and multiple payment clerks. The log identifies the batch number and clerk responsible for preparing.

At ISI, having one of the industries 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**

Miscoded	1 per every 100,000 items processed
Misapplied items	1 per every 275,000 items processed.
Error in transmission deadline to bank of deposit	One failure per year
Error in transmission deadline to client	One failure per year

### Lockbox Process Flow



**4.1.2 List the major equipment used for the lockbox operation, mail sorting, encoding, microfilming, photocopying and cash letter sorting, etc.**

Also see table in response to question 4.1.0, page 11

- 1 High-Speed Lockheed/ Opex Sorter: Fine sorts all incoming mail.
- 1 High Speed Opex 150: Opens and Extracts all standard mail.
- 4 Low Speed Agissar Extraction desk: Opens and extracts all non-standard mail.
- 4 High Speed NCR 7780 Transports: Images and encodes checks and coupons
- 1 Fujitsu 5650C Full-Page Scanner: Used scanning "checks with lists", and requested images.

**a) What is the proposer ledger cutoff time for lockbox deposits?**

ISI will process all mail received and deposit all checks received the same day up through the 6:00 AM mail pickup.

**b) What is the latest mail pickup to be included in the last deposit?**

6:00 AM, Monday through Saturday.

**c) Will the proposer process and deposit all of the City's payments on the same ledger day as received?**

Yes, ISI processes and deposits all of the City's payments on the same day as received. All items with accompanying remittance documents received by 7:00 AM EST will be processed the same day and deposited the same day. ISI currently releases for deposit starting at 11:00 AM and completing this activity no later than 5:00 PM.

**Describe any priority handling of items for certain lockbox customers (e.g., large-dollar volume customers).**

**How is priority handling determined, and is this a negotiable feature of lockbox processing?**

Our pricing reflects priority transmission times and depending on our clients' work ISI will accommodate any transmission deadlines and will negotiate on priority handling.

During the implementation period, the Client and ISI will establish agreed upon procedures. ISI would suggest that the Client may want to prioritize the handling of high dollar payments. For example, ISI could separate out all payments that did not meet the expected value of the Client's normal remittances. Should a payment be made in excess of the established "high dollar" amount, ISI would separate the item out and process it according to the established procedures. ISI would also establish which payees to except or reject. The following chart identifies some key areas so the Client can determine how ISI processes the work.

Payment Type	Description	Options
Wrong Payee	Check made payable to different company or a variation of name	Accept all payees, or accept only exact payees or return payees only non-exact matches
Non-Exact Payments	Payment amount does not agree with remittance amount	Accept all amounts, or reject any amount different
Credit Card	No payment received, customer indicated credit card payment	Perform data entry into Client's credit card account, or reject any credit card transaction
Out of Balance	Multiple/single payment(s)	Force balance the multiple per

Multiples	with multiple/single remittance(s)	Client's instructions, process per items received, reject to Client.
Balances Multiples	See above	Accept and match to single or multiple account numbers or reject to Client
Checks Only	No remittance received	Accept and provide account number if indicated, accept and provide Client specific "dummy" number, look up account number on Client supplied database, reject to Client
Cash Payments	Self Explanatory	Convert to money order and process, reject cash to Client.

**4.1.3 When are the lockbox peak periods (weekly and monthly), and what arrangements are made to handle the increased volume?**

ISI maintains a processing environment that never runs at more than 85% of its processing capacity. ISI monitors this on a monthly basis to ensure we maintain the adequate number of processing transports and infrastructure to handle our Clients' volumes.

ISI frequently experiences an increase in processing volumes on the first week of the month, Mondays, the first business day following a national holiday, and certain Clients' peak billing periods. During the implementation plan development process, ISI will work with the City of Ft. Lauderdale to determine its peak processing times. This is then incorporated into our strategic planning to address the entire work flow.

We maintain between 5 and 10 additional full-time employees who can be brought in within an hour's notice to fill any unexpected peak period.

**4.1.4 Does the lockbox process both wholesale and retail payments on the same equipment? If yes, how are payments prioritized for processing?**

No. ISI processes wholesale and retail items in separate departments run by separate staff and management. However, each department is cross-trained to assist during peak times.

**4.1.5 What are the average monthly output volumes for the proposer’s retail lockboxes during the last six months (items, dollars, number of lockboxes, and number of customers)?**

Items: 2,200,000 monthly avg.  
 Dollars: \$450,000,000  
 Number of Lockboxes: 80  
 Number of Customers: 60+

**4.1.6 How many employees (six-month average) are directly assigned to the proposer’s lockbox operation?**

ISI currently maintains a full time staff of over 70 individuals who are cross-trained on every aspect of our extraction and processing environments. Our corporate standard is to not allow our excess capacity to drop below 15 percent of the total throughput capacity by shift. This has allowed ISI to offer a very competitive, virtually error free product.

ISI offers both customized and personalized services during planning, implementation, and day-to-day operations. This comes from our commitment to customer service, the provision of unsurpassed lockbox items services, the quality of our employees, and our size. We are large enough, both by employee base and systems, to accommodate new accounts, but not so large that we can afford to do less than our best for each client. The following charts illustrate the organizations to be used during two phases: 1) the planning and implementation phase and, 2) the day-to-day operations phase.

<b>Planning and Implementation Phase</b>			
<b>Name</b>	<b>Title</b>	<b>Responsibilities</b>	<b>% of Time Available</b>
Nathan Groff	CEO	Overall responsibility for contract negotiations and service level agreements.	25%
Jessie Navarro	Client Executive	Communication plan responsibility	50%
Kathy Wilson	Operations Director	Oversees all operations and systems considerations required at operations center.	50%
Sam Patten	Systems Manager	Team Manager for RP conversion - 3 analyst responsible for each client conversion and processing requirements.	100%
Barbara Lapointe	Operations Supervisor	Operations tests on beta versions of implemented system	25%

<b>Operational Phase</b>			
<b>Name</b>	<b>Title</b>	<b>Responsibilities</b>	<b>% of Time Available</b>
Nathan Groff	CEO	Overall responsibility for operations	As needed
Kathy Wilson	Operations Manager/Program Administrator	Primary account responsibility. Directly responsible for day-to-day operations	As needed
Sam Patten	Systems Manager	Implement new system features and enhancements and maintain the system.	As needed
Barbara Lapointe	Operations Supervisor	Assigned specific responsibility for City Ft. Lauderdale operations.	100%
Jessie Navarro	Client executive	Daily contact for client management	100%
Total Employee Count	75 Employees	All aspects of processing	As Needed

**4.1.7 Break out the total number of employees by shift and by supervision, administration, and production. (Administration should include customer service, mailroom, proof encoding, computer room, photocopying, and other similar non-processing personnel.)**

**Staffing Matrix**

Administration	3
Supervision	11
Customer Service	2
Mail Processing	16
Power Encode	8
Image Keyers	18
Balancing	4
Exception Processing	9
Data Transmission	2

**4.1.8 What is the seniority of the lockbox supervisors and managers? What was the employee turnover rate (number of employees leaving the department divided by the number of employees authorized in the department) for the lockbox department during the past calendar year?**

The average seniority of supervisors and managers is 7.5 years with InTuition Systems, Inc. The employee turnover ratio for the year 2003-2004 was 17%.

**4.1.9 Error control system for items within the lockbox.**

ISI's quality assurance team is comprised of the Client Executive, Supervisor, IT Manager, and Director of Operations. The quality assurance team meets monthly to review any errors reported to the research department. Errors are reviewed and discussed. Re-occurring errors will be evaluated to determine the cause. The quality assurance team will review existing procedures and make recommendations to the Lockbox Operations Director for procedural changes or processes to continue accurate processing.

**Visual inspections and random sampling**

Visual inspections and random samplings are performed daily on up to 75% of images captured by our Image Keying personnel.

**Inspection and upkeep of technology**

In addition to being active members of TAWPI (The Assoc. for Work Process Improvement), which provides ongoing seminars and updates on advances in technology related to remittance processing, ISI maintains hardware and software agreements that require preventative maintenance check-ups.

**Quality control of keyed data entry**

ISI has the ability to set parameters within each lockbox application that will force specific suspect transactions to a quality review queue before final processing.

- All work received is batched and labeled with a batch header by processing type after the mail is opened. Batch types are color coded for efficient identification and disbursement of items to the processing groups. Control logs are documented for each client, each processing day and flow through the different processing areas with the work.
- Exception items are out-sorted to special processing clerks who process and/or prepare a payment for return dependent upon each client's processing instructions.
- Multiple payments are out-sorted to special processing clerks who review and prepare the individual payments for accurate processing.
- As stated previously, logs are maintained to document all batches of work received from the semi-auto extraction desks, exception clerks, check only clerks and multiple payment clerks. The log identifies the batch number and clerk responsible for preparing.

**4.1.10 Is there a formal procedure for responding to error and adjustment inquiries from lockbox customers? If yes, describe this procedure, including the response time and proposer's contact area.**

ISI provides a standard research request form that can be faxed or emailed to the research department. Our Client Executive is assigned to clients in order to respond to day-to-day inquiries and is knowledgeable about each client's specific processing standards, which helps resolve issues quickly when they arise.

Because of our low error rate, ISI's standard turnaround times are within 48 hours of receipt, but we usually can respond within several hours from notification. However, if a client requires large amounts of information, ISI will work directly with the client to ensure all information required is produced in a timely manner. Since ISI is in a digital image environment, information for the client is readily available.

If further research is warranted, the issues log is updated and follow-up is performed until the issue is resolved. Because ISI maintains a low processing error rate, ISI does not experience an overwhelming number of requests. In fact, the typical month will result in 250 to 300 requests or an average of 5 to 10 daily, out of 2.2 million items processed monthly, representing 80 lockboxes. Most of these requests are not error related but are still tracked in our monthly processing reports.

ISI provides all of our clients their prescribed reporting requirements. Some of our clients receive daily faxes, others receive email notifications. We are flexible in our customized approach. Therefore, each client account is set up with their own prescribed reporting requirements.

**4.1.11 In case of an automated system failure, what back-up arrangements does the proposer have for lockbox processing?**

**Redundancy:** All data files are mirrored at generation on multiple servers to prevent the loss of data in the event of any system failure.

**Transmission:** Should the FTP Server be inaccessible, ISI maintains multiple FTP servers at three locations.

We transmit work daily starting at 7:00 AM. Our pricing reflects priority transmission times and depending on our clients' work ISI will accommodate any transmission deadlines.

Because ISI maintains a facility that must operate in a 24X7 environment, ISI maintains multiple redundancies to ensure uninterrupted processing.

- **Equipment Availability**

ISI maintains multiple types of hardware to ensure that if a breakdown of equipment occurs in the facility, our processing deadlines and timeframes are not impacted. ISI deploys both Opex and Agissar for extraction. Our extraction devices are capable of running all work and if scheduled maintenance requires a particular piece of equipment to be idle, our operation's staff is quite capable to switch to a parallel process.

- **Peak Time Management**

ISI strategically purchases and deploys our hardware environment to run at no greater than 85% 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**

ISI's main and backup facilities deploy back up generators that are capable of running the facility for a continuous 48 hours should power and communications become unavailable. ISI maintains multiple ISPs to ensure communication with our clients are uninterrupted. ISI has individual UPS backups for works stations, services, print servers and other equipment that require uninterrupted power supply.

**4.1.12 Describe any future enhancements to the lockbox service that are currently under development; for example, check processing and fund availability.**

- **Check21.** ISI is currently in the process of a systems upgrade to Windows 2003, including upgrades of all transport cameras in order to fully meet federal compliance standards for Check21 and to offer these services to our clients.
- **ARC.** Accounts Receivable Conversion. This is a conversion of a qualified paper check into an ACH transaction when received through a lockbox.
- **ECD.** Electronic Check Deposit. This is a low cost check clearing alternative that provides our clients direct access to the payment system. This process involves Intuition receiving the remittance and check information, processing the information for your accounts receivable transmission file, and sorting the checks by endpoints to prepare check delivery directly to the Federal Reserve. We transmit this information to our participating bank who deposits immediately based on the cash letter and sorting information into your account the deposit amount. This bank then assigns the availability, updates the information reporting, processes any adjustment, and issues any returned deposited item notices.  
ECD provides for lower item clearing charges, improved float benefit, deposits into one nationwide bank, compatible with ARC, NO CLIENT IMPACT for NACHA notifications. A more detailed presentation will be available should the City desire information about this process.
- **WebBox<sup>sm</sup>.** ISI now offers online and IVR payment services for Credit/ Debit Card, and ACH (Checking and Savings) transactions, and invoice hosting, and Web image access as a supplement to our conventional lockbox services.

**4.1.13 Describe the major components of the transit procedures and how they interface with the lockbox. Who is responsible for encoding checks processed by the lockbox?**

ISI is responsible for encoding checks. For the major components of the transit procedures and how they interface with the lockbox, please refer to Process Narrative, pages 8-11, and Work Flow Chart, page 12.

## **5.0 DATA TRANSMISSION**

**5.1.0 The current average of City lockbox activity is approximately 45,000 accounts per month, billed in daily cycles. Attachment 7.1 is a chart detailing monthly lockbox activity.**

ISI agrees and will comply with these requirements.

**5.1.1 The City must receive data files daily, no later than 5:00 p.m. This deadline is especially important because many of the payments received are for utility bills. Water service can be shut off for customers whose payments are delinquent, therefore timely posting of these payments is essential.**

ISI agrees and will comply with these requirements.

**5.1.2 The City is able to receive the customer record file from the lockbox in a fixed length ASCII file format with a header record transmitted via e-mail. Attachment 7.2 shows the required data file layouts.**

ISI agrees and will comply with these requirements.

**5.1.3 Describe the proposer's procedures for the capture and transmission of remittance detail, such as account or invoice number and other data for automated posting of accounts receivable records.**

ISI currently deploys four transport devices that are all capable of properly capturing and processing the City's remittances. ISI maintains adequate capacity with multiple redundancies built into our remittance processing environment. ISI will customize and will transmit City specified file information, type and format for automated posting of accounts receivable records.

### **DATA CAPTURE**

Using ISI's highly sophisticated and intelligent software, our NCR 7780 transports optically read both the remittance and check information as they are passed through the process. Upon the data capture of the information, our software determines what the *remittance account number and dollar amount* are. The software then determines what the customer remitted on the physical check. ISI sets its software tolerances extremely high, and rejects any item that is not 100% verified to an individual operator. Check and remittance amounts are then verified by 2 separate key operators to ensure the item is processed correctly.

Upon successful capture and balance, the item is then prepared for transmission. Each item is submitted in a batch per the City's instructions. Along with individual detailed records, transmissions include header and trailer records that must balance. ISI does not release any transmission file unless it has been balanced to both the deposit and the batch detail.

**DATA VALIDITY**

ISI performs a number of separate checks and balances to ensure each item processed is processed correctly.

Data validation also occurs during the host file build. The host file is re-calculated automatically to ensure it is in balance. The host file is displayed to the transmission operator prior to release to the customer – the operator validates the date and total of the file to ensure accurate transmission delivery.

**TRANSMISSION BACKUP**

ISI maintains a number of redundant methods to ensure data transmission occurs every day work is processed. For example, if the Commission is set up for transmission via FTP and that methodology fails for a particular transmission, ISI could easily switch to an encrypted email file. ISI will work with the Commission to determine the type of primary transmission method that will be used and a backup transmission method should the primary fail.

ISI maintains multiple connectivity to the internet at both our Clearwater processing facility and the information systems department in our Jacksonville, Florida headquarters.

If the client does not deploy ECD, the check is delivered to the depository institution pre-encoded after all checks are captured and processed. .

Intuition deploys RP Expert developed by RP Solutions. As a significant partner with RP, Intuition has been successful in developing unique solutions for all of our clients. We have been using our hardware technology for over five years and are image software platform for over two years.

**5.1.3 (cont'd) Does the proposer retain the actual check in the lockbox until data capture is completed or send the check for collection prior to data capture?**

All checks are retained until data capture is fully completed.

**5.1.3 (cont'd) Include the type and quality of equipment used and whether the lockbox manages it. What back-up arrangements exist should the system fail?**

Nomenclature	Manufacturer	Qty	Capacity	Available Capacity
High-Speed Sorter	Lockheed/Opex	1	20,000 pieces per hour	100%
Opens/Extraction High Speed	Opex 150	1	9,500 pieces per hour	100%
Extraction desk Low Speed	Agissar	4	700 pieces per hour	100%
Transports High Speed	NCR 7780	4	6,500 pieces per hour	100%
Full-page Scanner	Fujitsu 5650C	1	3,300 pieces per hour	100%

### Equipment and Level of Support

ISI understands it will be responsible for providing a level of technical support that meets requirements for processing all daily work on time and meeting the proposed processing and cut-off times. This requires ISI to maintain a high system availability including 99% up-time (excluding scheduled maintenance).

Technical support staff for the system is located on-site at the processing facility. Back-up support is provided by Intuition Development Holding Company, NCR, Opex, and RP Solutions to provide immediate support for application and hardware. The ISI technical support team will be responsible for the following functions and performance levels during the entire contract period:

- General software maintenance
- Change Control
- Customized reporting
- Monthly statistical reporting
- Trouble shooting
- General hardware support

Hardware support for the dedicated application server will be provided by the following methods:

- The technical support team located at the processing facility will be notified by ISI's operations staff of any significant hardware failure within 5 minutes of occurrence. The technical support team will respond immediately to the failure.
- Manufacturer support agreement guarantees on-site support response within 2 hours of notification. Support issues that cannot be addressed on-site will be coordinated with the manufacturer.

- Database management and administration:

Database management and administration is performed by the technical support team. This team will have direct access to the primary and secondary servers via on-site connection and direct dial-up connection as required by manufacturer.

- Application maintenance and upgrades:

Application maintenance and upgrades will be performed as well by the technical support team located at the processing facility. This team will have direct access to the servers via on-site connection and direct dial-up connection as required by manufacturer.

**5.1.4 For how many customers and lockboxes does the proposer provide data capture and tape/transmission output? Specify numbers by method of delivery.**

ISI has over 60 customers, and 80 lockboxes with over 40 customers receiving transmission output. Should the City at any time require another type of transmission protocol, ISI will be able to accommodate the Client.

**TRANSMISSION BY CLIENT**

<b>Transmission Type</b>	<b>Number of Customers</b>
MODEM TO MODEM (ASYNC)	2
MODEM TO MAINFRAME (SYNC)	2
FTP	40+
INTERNET EMAIL	5

**TRANSMISSION FORMATS**

The above list is of current transmission methods. Should the Client desire another type of transmission protocol, ISI should be able to accommodate the Client.

**5.1.5 Will the proposer provide customized data formats as well as Bank Administration Institute (BAI) formats?**

Yes, ISI will provide both formats.

**5.1.6 a) Is programming managed in the lockbox area or from a centralized systems development department? b) Is there a charge for programming?**

- a) The Lockbox Operation manages the programming staff directly in-house.
- b) Yes, there is an initial implementation fee for the set up of the lockbox. After implementation is completed, programming fees are \$100.00 per hour for changes requested during the contract term for.

**5.1.7 Explain the options that the lockbox has to provide deposit and balance reporting information?**

ISI provides the following information daily in the client package for balancing the lockbox data file: detail transaction report, batch summary report and a copy of the encoded deposit ticket. The data transmission area will also send email notification with the data file – documenting the item count transmitted and dollar amount transmitted.

**5.1.8 For a given day's lockbox activity, at what time of day can the proposer report the total amount that will be credited to the City's account?**

ISI would recommend a transmission time to meet the City's required cut-off time. ISI would be able to transmit that data starting at 3:00 PM EST. Should the County require an earlier transmission time, ISI would be willing to negotiate a mutually acceptable time.

**5.1.9 How long before our notification deadline does the proposer stop accepting incoming mail for the lockbox?**

The Client owns the box, and controls use of the box. ISI stops accepting incoming mail for the lockbox as of the cease date given by the Client.

**6.0 IMAGE PROCESSING:**

**6.1.0 Describe the proposer's current image processing capabilities.**

ISI currently utilizes a 2-pass image-processing platform. Images of coupons and checks are available via CD ROM on a monthly basis. PDF files are available for email delivery of certain payment types, for example checks only.

**a. Do they include on-line access to return and adjustment images?**

Any issues relating to return and adjustment images are Bank-specific and will be dealt with by the originating and depository financial institutions.

**b. If not currently available, when does the proposer plan to implement image services?**

ISI currently offers embedded software CD ROM image files of *processed lockbox items* (not images referenced in "a" above) for an extremely reasonable fee. We also offer online image access to reports and invoice hosting through our WebBox<sup>sm</sup> line of payment processing solutions.

**c. What are the hardware and software requirements for the City?**

For CD ROM delivery, the City will receive an install CD, which can be installed on multiple PC's for research. The CD ROM has the search software embedded within each CD. To view searchable PDF files, the City will need to have Adobe/Acrobat 5.0 minimum.

**6.1.1 Describe the proposer's plans to implement the processing of substitute checks as defined by the Check Clearing for the 21<sup>st</sup> Century Act (Check 21 Act). When will implementation be complete?**

ISI is currently in the process of a systems upgrade to Windows 2003, including upgrades of all transport cameras in order to fully meet federal compliance standards for Check21 and to offer these services to our clients. Our projected "ready" date is the beginning of the second quarter, 2005.

**6.1.2 After the initial term, any and all fee modifications are subject to the approval by the City.**

ISI is in agreement with this requirement.

**6.1.3 (6.1.2 again in RFP) Please provide a sample invoice for the City's account.**

Please see **Exhibit 1** (Proposal **page 32**) for invoice examples.

**7.0 IMPLEMENTATION**

**7.1.0 Provide a copy of all agreements that will be required to initiate Lockbox Services.**

Please see **Exhibit 2** (Proposal pages 33-38) the Sample Contract submitted with this proposal. No other agreement is required to be signed.

**7.1.1 (7.1.2 in RFP, 7.1.1 was skipped) Provide a detailed description of the implementation process, including testing and a sample implementation schedule.**

Being that Ft. Lauderdale is already implemented, this is not applicable.

<b><u>Information Exchange 2 Weeks</u></b>	<b><u>Responsibility</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Client/ISI Signoff</u></b>
Complete Lockbox Information Sheet	ISI			
Open Post Office Box	ISI/Client			
Teleconference and/or on-site meeting with InTuition & Client technical staff to review all technical specifications of the project as follows: <ul style="list-style-type: none"> <li>- Bill stub parameters</li> <li>- Check digit routines</li> <li>- Scanline field validation tables</li> <li>- Transmission file layout</li> <li>- Transmission protocol</li> <li>- Report layout</li> </ul>	ISI/Client*			
<b><u>Processing Procedures 2 Weeks</u></b>	<b><u>Responsibility</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Client/ISI Signoff</u></b>
Define exception items (items lockbox will not process)	ISI/Client			
Determine multiple payment processing procedures	ISI/Client			
Determine check only and check with list processing procedures	ISI/Client			
Determine cash payment processing Procedures	ISI/Client			
Establish transmission deadlines	ISI/Client			
Determine daily notification procedures for deposit totals	ISI/Client			
Provide average monthly volumes by payment type	Client			

<b><u>Programming/Testing 4 weeks</u></b>	<b><u>Responsibility</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Client/ISI Signoff</u></b>
Provide test remittance documents	Client			
Provide test envelopes	Client			
Establish and test communication protocol	ISI/Client			
Create and test scanner program for capture of scanline	ISI			
Test scanline field validation tables	ISI			
Test check digit routines	ISI			
Test check only validations	ISI			
Create and test host file program	ISI			
Test host file validations	ISI			
Create and test report file program	ISI			
Test transmission of data with client	ISI/Client			
Provide sample report from test to client	ISI			
Program Opex 150 – envelope, remittance document, address changes	ISI/Opex			
Test Opex 150 – envelope, remittance document, address changes	ISI/Opex			
Confirm LIVE date for new post office box to be printed	ISI/Client			

**7.1.2 (7.1.3 in RFP) What is the lead-time required for implementation? What are the critical factors that may impact that lead-time?**

Normally, ISI implements clients in as little as 4 weeks and up to 10 weeks. Being that Ft. Lauderdale is already implemented, this is not applicable. Each clients' specifications are developed during implementation and a processing procedures guideline is kept on file should any questions arise. Each client has job specifications that are individually programmed into both our hardware and software. Each client has a unique job program when work is being processed through our capture and balancing environment.

**7.1.3 (7.1.4 in RFP) Describe materials available and/or any on-site training provided by the Lockbox staff.**

ISI will accommodate any training/ explanation needed by the City of Ft. Lauderdale personnel in all areas of processing its payments.

**7.1.4 (7.1.5 in RFP) Does the Lockbox provider assign an implementation team?**

Yes. The following table lists the primary implementation team members' names and functions within the team.

<b>Planning and Implementation Phase</b>			
<b>Name</b>	<b>Title</b>	<b>Responsibilities</b>	<b>% of Time Available</b>
Nathan Groff	CEO	Overall responsibility for contract negotiations and service level agreements.	90%
Jessie Navarro	Client Executive	Communication plan responsibility	100%
Kathy Wilson	Operations Director	Oversees all operations and systems considerations required at operations center.	100%
Sam Patten	Systems Manager	Team Manager for RP conversion - 3 analyst responsible for each client conversion and processing requirements.	100%

**8.0 PROPOSER REFERENCES**

**8.1.0 Provide five public references, (if possible, where similar services were provided), including the length of time the proposer has provided services, client name, contact personnel, address, and phone number. The City may contact these references during the evaluation process.**

Agency / Business: TECO Energy  
 Address: 702 N. Franklin, Tampa, FL 33601  
 Contact Person: Kim Folks  
 Title: Billing and Payments Manager  
 Phone Number: 813-275-3845  
 Date System Installed: 10/98  
 Type of System Installed: Retail Payment Processing

Agency / Business: OUC (Orlando Utility Commission)  
 Address: 500 S. Orange Ave., Orlando, FL 32802  
 Contact Person: Janet Levy-Pinder  
 Title: Senior Financial Analyst  
 Phone Number: 407-423-9100 ext. 2876  
 Date System Installed: May 29, 2002  
 Type of System Installed: Retail Payment Processing

Agency / Business: Brighthouse Networks  
 Address: 2600 McCormick Dr, Suite 255, Clearwater, FL 33759  
 Contact Person: Dick Rose  
 Title: V.P. of Finance  
 Phone Number: 727-791-3176  
 Date System Installed: 10/4/93  
 Type of System Installed: Retail Payment Processing

Agency / Business: Florida Healthy Kids Corporation  
Address: P.O. Box 980, Tallahassee, FL 32302  
Contact Person: Paula Kiger  
Title: Director of Operations  
Phone Number: 850-224-5437 ext. 6102  
Date System Installed: July 5, 2002  
Type of System Installed: Retail Payment Processing, WebBox<sup>sm</sup>

Agency / Business: Progressive Auto Insurance  
Address: 6300 Wilson Mills Rd, W32, Mayfield Village, Oh 44143  
Contact Person: Rebecca Ivey  
Title: Supervisor/Corporate Cash Management  
Phone Number: 440-395-4277  
Date System Installed: 8/1/02  
Type of System Installed: Retail Payment Processing

**8.1.1 (8.1.2 in RFP) Provide a list of clients where similar services were provided who have terminated services in the last three years.**

Open Magnetic Imaging Inc.; Angie Richard 954-888-6414 .  
Citizens Property Insurance; Jennifer Montero 850-513-3753  
Manatee County Utilities; Kathy Webb 941-749-1800 ext. 4120

**9.0 SAMPLE CONTRACT: If the City will be required to sign any agreement/contract document, a copy of the document shall be included with the RFP response. It is understood that the City reserves the right to modify, change, delete, or add to any portion or portions of any agreement, in accordance with the City Attorney's recommendations.**

Please see **Exhibit 2** (pages 33-38) the Sample Contract submitted with this response.

# Exhibit 1 Sample Invoice

Invoice Number INV003677

Invoice Date 03/03/2005

Page 1 of 1

**Client:**

CITY OF FORT LAUDERDALE  
 FT. LAUDERDALE WATER BILLING  
 FINANCE DEPARTMENT  
 100 N. ANDREWS AVE., 6TH FLOOR  
 FT. LAUDERDALE, FL 33301

Attn: BOE COLE

**Mail Remittance To:**

InTuition Systems, Inc.  
 9428 Baymeadows Road, Suite 600  
 Jacksonville, FL 32256

Accounts Receivable (904) 421-7234  
 EIN: 42-1104815

Last Date of Servicing Period: 02/28/2005

Terms: Net due 30 days

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	2	\$3.25	\$6.50
DATA TRANSMISSION	1	\$26.83	\$26.83
EXCEPTION ITEMS RETURNED	299	\$0.11	\$31.99
OVERNIGHT SHIPPING FEES - AIRBORNE / UPS	1	\$336.02	\$336.02
STANDARD ITEMS PROCESSED	31,594	\$0.11	\$3,380.56

Customer Code LAUDWATE  
 Control Number IVTRX003987

Total Invoice Amount \$3,781.90  
 Invoice Number INV003677

## Exhibit A of ISI contract

Company agrees to provide remittance processing and other enumerated related services for Client in accordance with the procedures listed below and procedures document in the attached Lockbox Information Sheet(s).

1. A Post Office caller service box will be opened at the Tampa Regional Airport Post Office facility in Tampa, Florida. The actual post office box will be in the name of and owned by Client and Client will grant Company exclusive use of the post office box for the term that this Agreement is in effect. Mail addressed to the box will be picked up each Company business day (Monday through Saturday), opened and the envelope contents reviewed and processed in accordance with the terms of the Agreement.

2. Company will open all mail and prepare the remittance coupons and payment checks for processing. Company shall not process those items documented in the Lockbox Information Sheet not to be processed. Unless otherwise agreed upon, all processed checks will be endorsed:

*Deposit to the Account of*  
**Client Account Number**  
**Client Name**

3. Company is hereby authorized to accept for deposit into Client demand deposit accounts at BANK all checks, drafts and other items made payable to or endorsed in favor of the Client or a reasonable variation thereof.

Client has designated their demand deposit accounts to be used by Company for lockbox deposits and adjustments hereunder. The funds associated with the Client will be deposited into the demand deposit account on the date that such checks and remittance coupons are processed by Company, or the next business banking day when such items are processed on a Saturday, Sunday or holiday.

4. Company will deliver by courier to Client on the same day the check and remittance mail is opened and processed such documents together with items not processed for reasons set forth in the Lockbox Information Sheet or Exhibit B. This delivery will include daily hard copy reports (if applicable), of all processed remittances, correspondence, and a copy of the deposit slip.

5. Company will maintain an image record of all items, checks and remittance coupons, which are processed by Company for a period of one (1) year. Upon request, copies of payment records, or those maintained digitally or on CD, will be sent to Client within 5 days of the request.

6. If the handwritten amount on a payment differs from the numeric amount, the amount, which agrees to the invoice, will be accepted.

7. Client will notify Company at least sixty (60) days in advance of any change in the form of its customer payments, invoices, and envelopes or in the regular monthly mailing schedule of such documents.

8. For the purposes of ensuring that the processing of payment data is timely to the Client, the Company has established production deadlines. In the event the Company suffers hardware failure or any other condition beyond their control, the work will be cut off early to ensure a deposit is posted each day.

InTuition Systems, Inc.

\_\_\_\_\_ Initial

\_\_\_\_\_ Initial

## Exhibit 3

## Corporate Certification

# *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 April 22, 1996.

The document number of this corporation is P96000035020.

I further certify that said corporation has paid all fees due this office through December 31, 2005, that its most recent annual report was filed on January 4, 2005, 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 Florida, at Tallahassee, the Capital, this the Eighth day of March, 2005*



*Glenda E. Hood*  
**Secretary of State**

Authentication ID: 700047988377-030805-P96000035020

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
[www.sunbiz.org/auth.html](http://www.sunbiz.org/auth.html)

**Exhibit 4**

**Two-year Financial Statement**



**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

Consolidated Financial Statements

December 31, 2003 and 2002

(With Independent Auditors' Report Thereon)



**KPMG LLP**  
Suite 2700, Independent Square  
One Independent Drive  
P.O. Box 190  
Jacksonville, FL 32201-0190

### **Independent Auditors' Report**

The Board of Directors  
InTuition Development Holdings, L.L.C.:

We have audited the accompanying consolidated balance sheets of InTuition Development Holdings, L.L.C. and subsidiaries (the Company) as of December 31, 2003 and 2002, and the related consolidated statements of operations, members' equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of InTuition Development Holdings, L.L.C. and subsidiaries as of December 31, 2003 and 2002, and the results of their operations and their cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

## Consolidated Balance Sheets December

31, 2003 and 2002

<b>Assets</b>	<b>2003</b>	<b>2002</b>
Cash and cash equivalents	\$ 2,066,828	548,228
Accounts receivable (note 10)	1,906,072	1,682,116
Prepaid expenses	195,186	145,271
Other assets	—	10,308
Furniture, equipment and improvements, net (notes 4 and 5)	2,048,284	2,268,940
Intangible assets, net of amortization of \$885,717 and \$578,653 at December 31, 2003 and 2002, respectively (note 3)	<u>431,219</u>	<u>738,283</u>
	\$	\$
Total assets	6,647,589	5,393,146
<b>Liabilities and Members' Equity</b>		
Liabilities:		
Accounts payable and accrued expenses	\$ 857,260	1,270,566
Notes payable (note 5)	<u>1,276,609</u>	<u>107,929</u>
Total liabilities	<u>2,133,869</u>	<u>1,378,495</u>
Minority interest	146,854	124,245
Members' equity	4,366,866	3,890,406
Commitments and contingencies (notes 4 and 8)	\$ 6,647,589	5,393,146
Total liabilities and members' equity	\$ 6,647,589	5,393,146

See accompanying notes to consolidated financial statements.

February 27, 2004

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

## Consolidated Statements of Operations

Years ended December 31, 2003 and 2002

	2003	2002
Operating revenues:		
Tuition servicing fees (note 10) Financial services fees Collection service revenues	9,371,833	7,573,491
Transaction processing revenue (note 10)		
Other revenue	3,552,944	2,415,158
Total operating revenues	743,161	903,223
Operating expenses:	1,645,359	1,300,684
Salaries and employee benefits (note 7)	171,467	120,351
Computer services	15,484,764	12,312,907
Postage and stationary expense	7,987,215	6,339,594
Occupancy expense		
Communications expense	158,737	20,000
Depreciation and amortization	1,742,346	1,205,483
Provision for losses	687,295	571,727
Equipment rental and maintenance	444,252	366,365
Support services expense	1,393,119	819,618
Other operating expenses	—	107,505
Total operating expenses	696,052	609,420
Operating income	1,782,326	1,366,040
Other income (expense):	13,242	106,691
Interest income Interest expense	14,904,584	11,512,443
Total other expense	580,180	800,464
Income before income taxes and minority interest	6,587	14,096
Income tax expense (note 6) Minority interest in earnings	(37,698)	(22,106)
Net income	(31,111)	(8,010)
	549,069	792,454
	(72,609)	(124,245)
	476,460	668,209

See accompanying notes to consolidated financial statements.

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

## Consolidated Statements of Members' Equity

Years ended December 31, 2003 and 2002

	Members' contributed capital	Accumulated deficit	Total members' equity
Balance at December 31, 2001			
Net income			
Balance at December 31, 2002	\$ 8,541,766	(5,319,569) 668,209	3,222,197
Net income			668,209
Balance at December 31, 2003	8,541,766	(4,651,360) 476,460	3,890,406
			476,460
	\$ 8,541,766	(4,174,900)	4,366,866

See accompanying notes to consolidated financial statements.

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

Consolidated Statements of Cash Flows  
Years ended December 31, 2003 and 2002

	2003	2002
Cash flows from operating activities:		
Net income	\$ 476,460	668,209
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	1,393,119	819,618
Provision for losses		107,505
Minority interest in earnings	72,609	124,245
Changes in assets and liabilities:		
Accounts receivable, net	(223,956)	(113,346) (97,022)
Prepaid expenses	(49,915)	4,782 <u>631,453</u>
Other assets	<u>10,308</u>	<u>2,145,444</u>
Accounts payable and accrued expenses	<u>(413,306)</u>	
Net cash provided by operating activities	<u>1,265,319</u>	(2,196,743)
Cash flows from investing activities:		(210,000)
Capital expenditures Acquisition of Accord One, L.L.C.	(865,399)	<u>(525,000)</u>
Acquisition of additional interest in Veritec, L.L.C.		<u>(2,931,743)</u>
Net cash used in investing activities		(74,883)
Cash flows from financing activities:		<u>(865,399)</u>
Proceeds from notes payable		(74,883)
Repayments of notes payable	1,500,000	(861,182)
Dividends paid to minority shareholder	(331,320)	1,409,410
Net cash provided by (used in) financing activities	<u>(50,000)</u>	<u>548,228</u>
Net increase (decrease) in cash and cash equivalents	1,118,680	—
Cash and cash equivalents at beginning of year	1,518,600	22,106
Cash and cash equivalents at end of year	<u>548,228</u>	41,792
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 37,698	
Noncash investing and financing activities:		
Forgiveness of note receivable in conjunction with acquisition of Accord One, L.L.C.		

See accompanying notes to consolidated financial statements.

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

Consolidated Financial  
Statements December 31,  
2003 and 2002

**(1) Organization**

InTuition Development Holdings, L.L.C. (IDH) and subsidiaries (the Company) was formed during 1998 as part of a corporate reorganization of InTuition Holdings, Inc. (formerly known as DG Acquisition, Inc.).

The accompanying consolidated balance sheets at December 31, 2003 and 2002 include the Company's wholly owned subsidiaries, InTuition Systems, Inc. (ISI) and Portfolio Resources, L.L.C. (PRS) along with the accounts of Intuition Solutions, Inc. and its subsidiaries (ITS) of which the Company owns 98.5%. All significant intercompany transactions have been eliminated.

As described more fully in note 3, ITS acquired Accord One, L.L.C. (Accord One) and an additional 25% interest in Veritec Solutions L.L.C. (Veritec) during 2002. The operating results of Accord One are included, as consolidated, in the accompanying financial statements from the date of acquisition. The purchase of the additional 25% ownership in Veritec brought ITS's total ownership interest in this company to 75%. As a result, Veritec's operations have been consolidated with ITS from the date of acquisition. Prior to this date, ITS's 50% ownership interest was accounted for under the equity method.

The Company's primary business purposes are summarized as follows:

*Tuition servicing:* Provide servicing for certain states and private entity prepaid college tuition programs.

*Remittance processing:* Provide lockbox processing and various data entry functions for private and government clients.

*Loan collection services:* Provide collection services for defaulted student loan portfolios.

*Transaction processing:* Provide transaction processing for the State of Florida deferred payment presentment programs.

**(2) Summary of Significant Accounting Policies****(a) Operating Revenues**

Tuition servicing fees include fees for servicing related to prepaid college tuition programs. These fees are calculated monthly on a per student basis and are recorded as income when the service is provided. Also included in tuition servicing fees are other revenues relating to fees charged for programming activities performed to update the servicing system for a particular state's annual program enrollment changes.

Financial services fees include fees for providing services related to lock box processing and various data entry functions. These fees are calculated on a transaction basis and are recorded as income when the service is provided.

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

Consolidated Financial Statements December 31, 2003 and 2002

Collection service revenues include amounts received from collection of defaulted student loans which had been previously purchased at discounted rates. Amounts received are charged against the original investment until fully recovered and recorded as revenue for all subsequent collections thereafter.

Transaction processing revenue includes fees charged for each deferred presentment transaction processed within the State of Florida. These fees are calculated on a transaction basis and are recorded as income when the service is provided.

**(b) Furniture, Equipment, and Improvements**

Furniture and equipment, purchased computer software, transportation equipment and leasehold improvements are recorded at cost. Major additions and improvements are capitalized to the respective accounts, while replacements, maintenance and repairs, which do not improve or extend the useful lives of the assets, are reflected in operations. Upon disposal of furniture and equipment, the related costs and accumulated depreciation are removed from the respective accounts, and any gain or loss on disposition is reflected in operations. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the respective assets, or the life of the underlying lease, which range from 3 to 7 years.

During 2001, Veritec began a project to develop a computer software program to enable it to process transactions for the State of Florida deferred presentment program. Direct internal and external costs associated with the construction and design of the program which were incurred subsequent to the preliminary stages of this project were capitalized as software in accordance with Statement of Position (SOP) 98-1, *Accounting for the Costs of Computer Software Developed or Obtained for Internal Use*. The program development was completed primarily by Veritec's partners (note 3). During the year ended December 31, 2002, development costs associated with this project were capitalized in the amount of \$481,230. Development was completed during 2002 and capitalized amounts are being amortized over a three-year period.

**(c) Income Taxes**

Though the Company is a limited liability company and considered a pass-through entity for income tax purposes, a federal tax provision and related deferred tax assets are reflected in the accompanying consolidated financial statements. The income tax expense and related tax accounts reflected in the accompanying consolidated financial statements relate only to those subsidiaries which are directly subject to income taxes (ISI and ITS).

The Company follows the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

Consolidated Financial Statements December 31, 2003 and 2002

**(d) Intangible Assets**

The Company follows the provisions of Statement of Financial Accounting Standard (SFAS) No. 141, *Business Combinations* which requires that the purchase method of accounting be used for all business combinations. SFAS No. 141 specifies criteria that an intangible asset be recognized as an asset apart from goodwill if it arises from contractual or other legal rights. Intangible assets identified in a business combination which meet these requirements should be recorded at estimated fair value. The useful life of an intangible asset is the period over which the asset is expected to contribute directly or indirectly to the future cash flows of the Company.

The Company reviews its long-lived assets including intangibles with finite lives for impairment whenever events or changes in circumstance indicate an asset may not be recoverable.

**(e) Minority Interest**

Minority interest represents the portion of the Company's subsidiaries for which it does not own 100%. The Company does not record the minority interest holders' share of losses once these minority interest balances are reduced to zero.

**(f) Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**(g) Cash and Cash Equivalents**

For purposes of the statement of cash flows any instrument with an original maturity of 90 days or less is considered a cash equivalent.

**(3) Acquisitions and Intangible Assets**

- (a) On March 29, 2002, ITS acquired Accord One for \$251,792 which included an initial cash payment of \$140,000, the forgiveness of a note receivable advanced to Accord One during 2001, of \$41,792 and contingent payments based on 37.5% of all gross revenues received between April 1, 2002 and March 31, 2003, not to exceed \$70,000. Total contingent payments of \$70,000 were made to the seller by September 2002 and have been included as a component of the purchase price as required by SFAS No. 141. There were no assets acquired or liabilities assumed in connection with the purchase and the entire purchase price has been recognized as an intangible asset as management has determined that the purchase price arose primarily as a result of their desire to acquire a portfolio of defaulted student loans. As a result, the contractual-legal criteria established by SFAS No. 141 has been met. This asset is being amortized over its estimated useful life of five years. Total amortization expense recorded during the years ended December 31, 2003 and 2002 was \$51,915 and \$31,158, respectively.

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

Consolidated Financial Statements December 31,  
2003 and 2002

- (b) During 2001, ITS formed the Veritec partnership with Silicon Beach, L.L.C. (Silicon Beach) whereby each entity was a 50% owner. Subsequent to the formation of the partnership, Silicon Beach's 50% ownership certificate was cancelled and reissued in equal 25% ownership certificates to Epi-Tech, Inc. (Epi-Tech) and Thomas Consulting, Inc. (Thomas Consulting). On October 29, 2002, Epi-Tech sold its 25% ownership in Veritec to ITS for \$525,000. The entire purchase price has been allocated to an identifiable intangible on the basis that it has met the contractual-legal criterion established by SFAS No. 141 regarding an existing contract with the State of Florida to process transactions relating to its deferred presentment program. The contract expires in February 2005. As a result, this amount will be amortized over the remaining life of the contract. Total amortization expense recorded during the years ended December 31, 2003 and 2002 was \$225,000 and \$37,500, respectively.

In connection with ITS's purchase of the additional 25% ownership in Veritec, two option agreements were formed. One with Epi-Tech and one with Thomas Consulting. Epi-Tech has the option to repurchase a 10% ownership in Veritec from the Company for \$250,000. Such option is exercisable within 30 days of Veritec's written notice that it has been awarded the right to provide deferred presentment provider services to the State of Florida for a period of one year beyond March 1, 2005. Thomas Consulting has the ability to sell its 25% interest in Veritec to the Company at an amount to be negotiated in the future.

The estimated amortization expense relating to all of the Company's intangible assets for each of the years subsequent to December 31, 2003 is as follows:

Year ending December 31:	<u>Amount</u>
2004	\$ 276,914
2005	89,414
2006	51,914
2007	<u>12,977</u>
	\$ 431,219

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

Consolidated Financial Statements December 31, 2003 and 2002

**(4) Furniture, Equipment, and Improvements**

Furniture, equipment, and improvements at December 31, 2003 and 2002, consists of the following:

	December 31	
	2003	2002
Furniture and equipment	\$ 3,034,353	2,550,569
Computer software	1,433,872	1,480,682
Leasehold improvements	126,772	215,600
Transportation equipment	39,462	39,462
Construction in progress	<u>37,760</u>	<u>12,173</u>
Total furniture, equipment, and improvements	4,672,219	4,298,486
Less accumulated depreciation and amortization	<u>2,623,935</u>	<u>2,029,546</u>
	\$2,048,284	<u>2,268,940</u>

The Company leases its office space under noncancelable operating leases which expire through 2004. Total rent expense under these operating leases was \$491,255 and \$451,164 for the years ended December 31, 2003 and 2002, respectively. Future minimum lease payments as of December 31, 2003 are as follows:

Year ending December 31:	
2004	\$ 422,474
2005	384,096
2006	394,907
2007	406,009
2008	417,426
Thereafter	<u>389,519</u>
Total future minimum payments	\$ <u>2,414,431</u>

**(5) Notes Payable**

ISI has a note payable with a financial institution which was issued for the purchase of equipment. Interest accrues on this note at a rate of 8.75% per year. The note requires forty-eight monthly payments in the amount of \$5,540 and a final payment due March 27, 2004. The total amount outstanding as of December 31, 2003 and 2002 was \$16,301 and \$78,323, respectively. The note is collateralized by the equipment purchased with the proceeds.

## INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES

Consolidated Financial Statements December 31, 2003 and 2002

The Company also has a note payable with a bank for funding related to the purchase of equipment, with balances of \$10,308 and \$29,606 at December 31, 2003 and 2002, respectively and an annual interest rate of 8%. The note requires thirty-six monthly payments of \$1,764 and a final payment due August 2004. The note is secured by the equipment purchased with the proceeds.

In addition, the Company has a line of credit with a bank with funding available up to \$1.5 million. The line of credit accrues interest at the one month LIBOR rate plus 1.5%. There were no amounts outstanding on the line of credit as of December 31, 2003 or 2002. The line of credit was renewed during 2003 and will expire on May 31, 2004. Borrowings under the line of credit are secured by the assets of the Company.

The Company entered into a \$1,500,000 note payable with a bank for funding related to the purchase of equipment, at a variable interest rate of LIBOR plus 1.85%, adjusted monthly. The note requires forty-eight monthly payments of \$31,250 and a final payment due April 23, 2007. Total amount outstanding as of December 31, 2003 was \$1,250,000. The note is collateralized by the equipment purchased with the proceeds and is guaranteed by subsidiary companies and owners. The note also requires the Company to comply with various financial covenants. The Company was in compliance with these covenants as of December 31, 2003.

Scheduled annual maturities of all notes payable are as follows:

		<b>Amount</b>
2004	\$	401,610
2005		375,000
2006		375,000
2007		124,999
		1,276,609

### (6) Income Taxes

The Company recorded no income tax expense for the years ended December 31, 2003 and 2002, as all taxable income has been offset by net operating loss carry forwards. The Company has established a valuation allowance for the entire amount of its net deferred tax assets which consisted primarily of net operating loss carryforwards at December 31, 2003 and 2002.

For the years ended December 31, 2003 and 2002, income tax expense differed from the amount computed by applying the U.S. Federal income tax rate of 34% to income before income taxes and minority interest as a result of changes in the valuation allowance resulting from the use of net operating loss carry forwards.

The Company's taxable subsidiaries, ISI and ITS, have net operating loss carryforwards, which may be used to offset future taxable income for Federal tax purposes, of approximately \$6,300,000 and \$6,600,000 at December 31, 2003 and 2002, respectively. These carryforwards will expire at various times through 2020, if not utilized.

**INTUITION DEVELOPMENT HOLDINGS, L.L.C. AND SUBSIDIARIES**

Consolidated Financial Statements December 31, 2003 and 2002

**(7) Employee Benefit Plans**

The Company has a 401(k) Savings Plan (Plan) which covers substantially all of its employees. Employees can make pre-tax contributions to the Plan up to the maximum allowed by the Internal Revenue Service. The Company matches 60% of employee contributions to the Plan up to 6% of the employee's eligible compensation. The Company made contributions to the Plan of \$70,246 and \$86,778 during 2003 and 2002, respectively.

**(8) Commitments and Contingencies**

The Company is involved in various claims and legal actions arising in the normal course of business. In the opinion of management, based in part on the advice of counsel, the ultimate disposition of these matters will not have a material adverse impact on the financial position, operations or liquidity of the Company.

**(9) Related Party Transactions**

The Company paid Thomas Consulting, the minority 25% owner of Veritec approximately \$22,457 during the year ended December 31, 2003, to assist in the management of the operations of Veritec.

**(10) Major Customers**

During 2003 and 2002, a significant amount of the Company's business was transacted with two customers. Revenue earned from these customers was approximately \$8.8 million and \$6.6 million for the years ended December 31, 2003 and 2002, respectively. Amounts owed to the Company from these customers were approximately \$1.2 million and \$879,000 at December 31, 2003 and 2002, respectively.

**Vendor Response Form  
RFP 552-9172 – LOCKBOX SERVICES**

**PROPOSER CHECKLIST**

**Proposers are requested to include this "checklist" with the proposal responses, to verify that all the required documents are provided for City consideration with Proposers RFP response.**

- Proposal Summary Pages (Signature and information pages)**
- Lockbox Services Proposed Fee Schedule**
- Proposal Summary Pages –Technical Proposal/Questionnaire**
- EXHIBIT "B" TECHNICAL RESPONSE AND QUESTIONNAIRE completed, including any Sample Contract/Agreement forms**
- Corporate Authorization/Registration – See Part IV – Instructions to Proposers/Requirements**
- Current Copy of State of Florida Corporate Registration or Certificate of Good Standing from the State in which corporation is registered.**
- Qualifications and experience/including resumes**
- Client references**
- If applicable, provide the required number of copies of Proposer response attachments that cannot be "uploaded" as a part of the RFP proposal submittal, and mail or deliver to the address as indicated, by the date and time indicated.**

**COMPANY NAME:** Intuition Systems, Inc.

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**Note:** To take exception - 1) Click Save. 2) Create a Word document detailing your exceptions. 3) Upload exceptions as an attachment to your offer on RFP Depot's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username mhuling

Password  \*

**\* Required fields**

**LOCKBOX SERVICES PROPOSED FEE SCHEDULE**

**PROPOSER'S NAME & ADDRESS:**

Intuition Systems, Inc.  
4700 140th Ave. N. Suite 106

Clearwater, FL 33762

	Number of Items Per Month	Enter A Rate In Only One Column:			
		Price Per Each	Flat Monthly Rate	Total Monthly Charge	Total Annual Charge
<b>Item Processing Fees</b>					
Matched Item	23,667	0.105		\$2,485.04	\$29,820.42
Unmatched Item	2,914	0.105		\$305.97	\$3,671.64
Multiple Item	4,005	0.150		\$600.75	\$7,209.00
Check Only Item	5,826	0.150		\$873.90	\$10,486.80
Wholesale Item	468	0.420		\$196.56	\$2,358.72
Correspondence/Rejects	2,934	0.180		\$528.12	\$6,337.44
Remittance Images	5,474	0.000	\$0.00	\$0.00	\$0.00
Photocopies	468	0.250		\$117.00	\$1,404.00
Cash Remittance Payments	16	3.250		\$52.00	\$624.00
<b>Transmission Fees</b>					
Transmission Per Record	43,000	0.000	\$200.00	\$200.00	\$2,400.00
<b>Grand Totals:</b>				<b>\$5,359.34</b>	<b>\$64,312.02</b>

Give detailed explanations of any additional fees, such as those itemized below. List any other fees that you will charge.

**Additional Item Processing Fees**

U/M

Account Maintenance	n/c	
Payment Inquiries/Research	10.00 each	
Express Mail Payment	n/c	

**Image Export and Delivery Fees**

One Time Implementation Fee	n/c	
*** Check/Remit CD ROM***	n/c	monthly CD Rom - Util

ISI will provide Ft. Lauderdale free of charge a monthly indexed CD ROM of Utility coupon and check images\*\*\*

**Special Report Fees**

Standard Batch Summary Report	n/c	
Custom Report	n/c	
Deposit Notification (phone, fax)	n/c	
Deposit Report - Fax	n/c	

**Special Dispatch Fees**

Messenger Courier		
US Mail		
Overnight Mail	pass thru	est. 650.00 mthly

**Programming Fees**

Programming	100.00 per hr	
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**Other Additional Fees (List Separately Below)**

Tampa Caller Service Boxes	824.00 annually	per P.O. Box
Electronic Items	.05 each	

## Vendor Response Form

### 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 Department. 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.

#### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The CITY maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.
- 1.04 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.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his 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.
- 1.06 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.
- 1.07 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.
- 1.08 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 it's purchasing 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.

#### 1.09 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 will be asked to meet with CITY staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded CONTRACTOR/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded CONTRACTOR/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. CONTRACTOR/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the CITY of Fort Lauderdale.

#### 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, 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, Bidder's 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 Bidder's, 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 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 his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his 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, he must notify the Procurement Department immediately. Such notification must be received by the Procurement Department 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 him 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, 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:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by CITY in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CITY will treat all materials received as public records. 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 agents, against any loss or damages incurred by any person or entity as a result of the CITY's treatment of records as public records.
- 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.

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the CONTRACTOR shall within fifteen (15) working days after notification of award, furnish to the CITY a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the CITY, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the CITY and issued in favor of the CITY of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior CITY approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Department 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 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 his 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:

- Bidder's 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 Occupational 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 he 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, he will, if he 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 CONTRACTOR's, 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 CONTRACTOR's.
- 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, purchasing 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 attorney 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 form of all records and reports shall be subject to the approval of the CITY's Internal Auditor. The CONTRACTOR agrees to make available to the CITY's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful CONTRACTOR shall, at his 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 on 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 to the contract occur, and those circumstances significantly affect the CONTRACTOR's cost in providing the required 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 state 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 unpatented 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 Manager or selected designee.
- 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.

---

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

**Note:** To take exception - 1) Click Save. 2) Create a Word document detailing your exceptions. 3) Upload exceptions as an attachment to your offer on RFP Depot's system.

---

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

---

Username **mhuling**

Password  \*

\* Required fields

### Vendor Response Form

#### PROPOSAL SUMMARY PAGES - TECHNICAL PROPOSAL/QUESTIONNAIRE

Proposer, please provide responses to the following in the space provided. If additional space is needed, please provide as an appendix to your proposal response, identified by this section.

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

N/A

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

N/A

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

N/A

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Please refer to Part IV Scope of Services, Paragraphs 2.0 through 9.0 for all information required for Proposer responses. Please follow the same numbering and format as specified for your responses.

Have you included copies of any "sample agreements/form" that the City may be required to sign for lockbox related services? It is understood that all agreements or forms are subject to modification by the City Attorney.

Included: YES:  NO:

For ease of use and response, these questions and requirements are included as EXHIBIT "B" IN A WORD DOCUMENT FORMAT.

**SEE EXHIBIT "B" ATTACHED.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL**

**COMPLETE AND RETURN THE REQUIRED NUMBER OF RFP PAGES AND ATTACHMENTS. A TOTAL OF ONE ORIGINAL AND FIVE COPIES OF THE RFP RESPONSE AND ALL ATTACHMENTS ARE REQUIRED.**

---

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

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---

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

---

Username **mhuling**

Password  \*

\* Required fields

**Vendor Response Form**  
**PROPOSAL SUMMARY PAGES**

**TO:** The City of Fort Lauderdale

The below signed hereby agrees to furnish the services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. 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 proposal. I have not divulged to, discussed with, or compared this proposal with any other proposer(s) and have not colluded with any other proposer (s) or parties to this RFP. I certify I am authorized to contractually bind the Proposing firm:

Proposal submitted by:

Intuition Systems, Inc.

Proposer Name/Legal Entity Registration

P. Mitchell Huling

Corporate Authorized Signature

Mitch Huling

Name (Print or Type)

Director of Marketing

Title

3/17/05

Date

4700 140th Ave. N Suite 106

Street Address

Clearwater

City

FL

State

33762

Zip

Telephone Number: 727 524-3511 ext. 0

Fax No: 727 353-0707

Principal Contact Person:  (Name & Title – if different from above)

Email Address:

Phone

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

Addendum No.                      Date Issued

MBE/WBE Status as outlined in General Conditions 1.09 and 1.09a Exhibit "A" attached.

MBE:                       WBE:

Certification Included?              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 RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: \_\_\_\_\_

**Please enter your password below and click Save to update your response.**  
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **mhuling**

Password  \*



\* Required fields



**Vendor: Intuition Systems, Inc.**

**RFP 552-9172 – LOCKBOX SERVICES**

**PROPOSER CHECKLIST**

**Proposers are requested to include this “checklist” with the proposal responses, to verify that all the required documents are provided for City consideration with Proposers RFP response.**

- Proposal Summary Pages (Signature and information pages)**
- Lockbox Services Proposed Fee Schedule**
- Proposal Summary Pages –Technical Proposal/Questionnaire**
- EXHIBIT “B” TECHNICAL RESPONSE AND QUESTIONNAIRE completed, including any Sample Contract/Agreement forms**
- Corporate Authorization/Registration – See Part IV – Instructions to Proposers/Requirements**
- Current Copy of State of Florida Corporate Registration or Certificate of Good Standing from the State in which corporation is registered.**
- Qualifications and experience/including resumes**
- Client references**
- If applicable, provide the required number of copies of Proposer response attachments that cannot be “uploaded” as a part of the RFP proposal submittal, and mail or deliver to the address as indicated, by the date and time indicated.**

**COMPANY NAME: Intuition Systems, Inc.**

**Vendor: Intuition Systems, Inc.**

**PROPOSAL SUMMARY PAGES**

**TO:** The City of Fort Lauderdale

The below signed hereby agrees to furnish the services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. 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 proposal. I have not divulged to, discussed with, or compared this proposal with any other proposer(s) and have not colluded with any other proposer (s) or parties to this RFP. I certify I am authorized to contractually bind the Proposing firm:

Proposal submitted by:

**Intuition Systems, Inc.**

Proposer Name/Legal Entity Registration

**P. Mitchell Huling**

Corporate Authorized Signature

**Mitch Huling**

Name (Print or Type)

**Director of Marketing**

Title

**3/17/05**

Date

**4700 140th Ave. N Suite 106**

Street Address

**Clearwater**

City

**FL**

State

**33762**

Zip

Telephone Number: **727 524-3511 ext. 0**

Fax No: **727 353-0707**

Principal Contact Person:

(Name & Title – if different from above)

Email Address: **Mitch.Huling@intuitioncorp.com**

Phone **904 226-0417**

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

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

MBE/WBE Status as outlined in General Conditions 1.09 and 1.09a Exhibit "A" attached.

MBE:                       WBE:

Certification Included?              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 RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: \_\_\_\_\_

**N/A**

Vendor: **Intuition Systems, Inc.**

**PROPOSAL SUMMARY PAGES - TECHNICAL PROPOSAL/QUESTIONNAIRE**

Proposer, please provide responses to the following in the space provided. If additional space is needed, please provide as an appendix to your proposal response, identified by this section.

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

**N/A**

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

**N/A**

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

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**The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.**

**Please refer to Part IV Scope of Services, Paragraphs 2.0 through 9.0 for all information required for Proposer responses. Please follow the same numbering and format as specified for your responses.**

**Have you included copies of any "sample agreements/form" that the City may be required to sign for lockbox related services? It is understood that all agreements or forms are subject to modification by the City Attorney.**

Included:        YES:         NO:

**For ease of use and response, these questions and requirements are included as EXHIBIT "B" IN A WORD DOCUMENT FORMAT.**

**SEE EXHIBIT "B" ATTACHED.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

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**COMPLETE AND RETURN THE REQUIRED NUMBER OF RFP PAGES AND ATTACHMENTS. A TOTAL OF ONE ORIGINAL AND FIVE COPIES OF THE RFP RESPONSE AND ALL ATTACHMENTS ARE REQUIRED.**

ADD #02 3/1/05



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Addendum To Bid

EXTEND BID DURATION

End Date Currently scheduled to close on: Mar 18, 2005 2:00:00 PM EST
Mar 18, 2005 Time 2:00 pm Eastern Daylight Time
Contract Renewal 5 annual renewals
Prices Good for 90 days
Budgeted Amount (Note: This field will never be shown to vendors.)

PRE-BID CONFERENCE

Pre-Bid Conference Not Applicable Edit

ADDENDUM DESCRIPTION, QUANTITY AND DELIVERY LOCATION

Bid Title Lockbox Services
Original Bid Comments This bid is exempt from the 1% transaction fee.

PURPOSE: The City of Fort Lauderdale is seeking proposals from qualified vendors with the intent of entering into a contract for lockbox services, in accordance with the Request for Proposal (RFP)

CONTRACT COPY

PROPOSER SHALL RESPOND TO ALL ITEMS IN THE ATTACHMENT TO THE PROPOSAL IDENTIFIED AS EXHIBIT "B". This attachment is provided as a WORD document for your ease of response preparation.

Proposer shall also submit prices on Document 4, Lockbox-Retail Sched Tab, and reupload the response when proposal is submitted.

ANY QUESTIONS REGARDING HOW TO UPLOAD OR COMPLETE REQUIRED FORMS, MAY BE DIRECTED TO RFP DEPOT VENDOR SUPPORT, VIA THIS WEB SITE.

LAST DATE FOR QUESTIONS: Any questions Proposers wish to be addressed and which might require addendum must be submitted in writing to the City's Procurement Services Department.

Added on Mar 1, 2005:
The opening date of this Request for Proposal has been changed to
March 18, 2005, at 2:00 PM.

The Evaluation Committee Meetings have been changed as follows:  
 (1) Review & Short Listing of Proposals March 23, 2005 beginning at 9:00 AM  
 (2) Review of Clarifications; oral presentations, if applicable, and final Ranking for Award March 29, 2005 beginning at 9:00 AM

Location of both meetings: City of Fort Lauderdale-Finance Department  
 100 North Andrews Avenue - 6th Floor  
 Fort Lauderdale, FL 33301

**Addendum Bid Comments**

[Add Line Item](#)

Code	Title	Qty	Type	Edit	Delete
	Lockbox Services		No Price	<a href="#">Edit</a>	<a href="#">Delete</a>

**Documents 7**

Reorder

- 1. [9172 PROPOSER CHECKLIST.doc](#) (bid specific) [Delete](#)
- 2. [LockBox\\_ContractDocument.pdf](#) [download] [Delete](#)
- 3. [LockBox\\_InstructionsRequirmentsEvaluation.pdf](#) [download] [Delete](#)
- 4. [PROPOSAL SUMMARY PAGES\\_Lockbox.doc](#) (bid specific) [Delete](#)
- 5. [9172 Lockbox-Retail Fee Sched Tab Revised 2-8-05 FNL.xls](#) [download] [PDF] [Delete](#)
- 6. [LockBox\\_ProposalSummary.doc](#) (bid specific) [Delete](#)
- 7. [9172 EXH B- Lockbox Sys Technical RSVP Rv 2-8-05 FNL.doc](#) [download] [PDF] [Delete](#)
- 8. [9172 - EXH C Lockbox Volume Chart Rv 2-8-05 FNL.pdf](#) [download] [Delete](#)
- 9. [9172 EXH D Lockbox Record Layouts Rv 2-8-05 FNL.pdf](#) [download] [Delete](#)
- 10. [9172 EXH E-MUNI BILL FORMAT.pdf](#) [download] [Delete](#)
- 11. [GENERAL CONDITIONS - FORMAL](#)
- 12. [9172 Addendum2 Attachment.pdf](#) [download] [Delete](#)
- 13. [GENERAL CONDITIONS - INFORMAL](#)
- 14. [BIDDER QUESTIONNAIRE](#)

[Upload Document](#)

**CLASSIFICATION 7**

Type in what classification or NIGP number you would like to search for. Select the sub-classification you would like to use from the results box and click "Add" to move it to the bottom box. You can list your bid in as many classifications as you would like (hold the Control key to select more than one classification at a time). If you need to remove a classification from your "Added" menu, click on the classification name and then click on "Remove." Use commas for multiple codes. (NIGP Code 13th Edition 01-30-2004)

[Search >>](#)

(Search by Keyword or NIGP Code) [View All](#)

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kbuffington - City of Fort Lauderdale

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## Question and Answers for Bid #552-9172 - Lockbox Services

### OVERALL BID QUESTIONS

#### Question 1

Is the City's current remittance coupon machine readable? (Submitted: Mar 1, 2005 12:44:15 PM EST)

#### Answer

- Yes (Answered: Mar 1, 2005 12:44:34 PM EST)

[Add to Answer](#)

#### Question 2

Is the scan line printed using an Optical Character Recognition (OCR) font? (Submitted: Mar 1, 2005 12:44:55 PM EST)

#### Answer

- Yes (Answered: Mar 1, 2005 12:47:23 PM EST)

[Add to Answer](#)

#### Question 3

Does the City provide a return envelope to its customers? If so, is it a window envelope? Is the envelope cross seam or end seam? (Submitted: Mar 1, 2005 12:52:29 PM EST)

#### Answer

- We do provide an end-seam, window envelope for return payments. (Answered: Mar 1, 2005 12:52:49 PM EST)

[Add to Answer](#)

#### Question 4

Are payments deposited to a single account or are they deposited to individual accounts based on payment type? (Submitted: Mar 1, 2005 12:53:05 PM EST)

#### Answer

- Payments are all deposited to a single account, however uniquely-coded deposit tickets are used for each of the six payment types. (Answered: Mar 1, 2005 12:53:19 PM EST)

[Add to Answer](#)

#### Question 5

Please provide the scan line specifications/definition. (Submitted: Mar 1, 2005 12:53:36 PM EST)

#### Answer

- First 9 digits are amount due, next digit is check digit, next digit is bill type (2=Fire, 4=Special Assessment, 5=Water Bill, 7=Parking Ticket, 8=Alarm Bill, 9=Occupational License), next 10 digits customer account number. (Answered: Mar 1, 2005 12:53:55 PM EST)

[Add to Answer](#)

#### Question 6

Is the City willing to add check digits in the scan line? (Submitted: Mar 1, 2005 12:54:13 PM EST)

#### Answer

- Check digit already on scan line, mod 10 logic (Answered: Mar 1, 2005 12:54:32 PM EST)

[Add to Answer](#)

**Question 7**

Will the City consider redesigning the remittance coupon/document? (Submitted: Mar 1, 2005 4:24:05 PM EST)

**Answer**

- We prefer not to redesign at this time. (Answered: Mar 1, 2005 4:24:30 PM EST)

[Add to Answer](#)

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**Customer Support** - [agency-support@rfpdepot.com](mailto:agency-support@rfpdepot.com) or 801.765.9245

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lwilson - City of Fort Lauderdale

[Description](#) | [Attachments](#)

**BID #552-9172 - LOCKBOX SERVICES**

Time Left	<b>16 days, 20 hrs</b>	# of offers	<b>0</b>
Bid Started	<b>Feb 10, 2005 3:30:58 PM EST</b>	# of vendors notified	<b>300</b> <a href="#">(View)</a>
Bid Ends	<b>Mar 18, 2005 2:00:00 PM EST</b>	# of vendors that viewed	<b>27</b> <a href="#">(View)</a>
Agency Information	<b>City of Fort Lauderdale, FL</b> <a href="#">(view agency's bids)</a>	Q & A	<a href="#">Questions &amp; Answers</a> Questions: 8 Unanswered: 1
Bid Contact	<a href="#">see contact information</a>		
Delivery Location	<b>One or more of the following locations</b>		
	<b>City of Fort Lauderdale</b> <a href="#">City of Fort Lauderdale-Procurement Svs</a> 100 North Andrews Ave. Room 619 Fort Lauderdale FL 33301 Qty 1 Expected Expenditure n/a		
Revise Bid	<a href="#">Click here to add an addendum to your bid information.</a>		
Copy Bid	<a href="#">Click here to copy the bid and relist it as a new bid</a>		
View Rules:	<a href="#">Click here to change the rules for this bid.</a>		

**DESCRIPTION**

Bid Number	<b>552-9172-1-01</b>
Title	<b>Lockbox Services</b>
Contract Duration	<b>5 years</b>
Contract Renewal	<b>5 annual renewals</b>
Prices Good for	<b>90 days</b>
Bid Comments	<b>This bid is exempt from the 1% transaction fee.</b>

**PURPOSE:** The City of Fort Lauderdale is seeking proposals from qualified vendors with the intent of entering into a contract for lockbox services, in accordance with the Request for Proposal (RFP)

**PROPOSER SHALL RESPOND TO ALL ITEMS IN THE ATTACHMENT TO THE PROPOSAL IDENTIFIED AS EXHIBIT "B".** This attachment is provided as a WORD document for your ease of response preparation. Any appendices to these responses should be properly identified with the paragraph reference number and in this same format and uploaded through the RFP Depot electronic response site.

Proposer shall also submit prices on Document 4, Lockbox-Retail Sched Tab, and reupload the response when proposal is submitted.

**ANY QUESTIONS REGARDING HOW TO UPLOAD OR COMPLETE REQUIRED FORMS, MAY BE DIRECTED TO RFP DEPOT VENDOR SUPPORT, VIA THIS WEB SITE.**

**LAST DATE FOR QUESTIONS:** Any questions Proposers wish to be addressed and

which might require addendum must be submitted in writing to the City's Procurement Services Department. The City shall accept written questions of a material nature until the date and time shown in the RFP schedule. All questions will be reviewed and an Addendum issued, if applicable, to all proposers who have been issued a copy of the RFP. Questions may be submitted via the RFP Depot web site, and will be answered via the same.

Added on Mar 1, 2005:

The opening date of this Request for Proposal has been changed to **March 18, 2005, at 2:00 PM.**

The Evaluation Committee Meetings have been changed as follows:

**(1) Review & Short Listing of Proposals March 23, 2005 beginning at 9:00 AM**

**(2) Review of Clarifications; oral presentations, if applicable, and final Ranking for Award March 29, 2005 beginning at 9:00 AM**

**Location of both meetings: City of Fort Lauderdale-Finance Department  
100 North Andrews Avenue - 6th Floor  
Fort Lauderdale, FL 33301**

Description **Please see Lockbox Tab - Proposer must respond using this format.**

**DOCUMENTS**

- |  |  |
|--|--|
| 1. <a href="#">9172 PROPOSER CHECKLIST.doc</a> [download]                                    | 7. <a href="#">9172 EXH B- Lockbox Svs Technical RSVP Rv 2-8-05 FNL.doc</a> [download] [PDF] |
| 2. <a href="#">LockBox_ContractDocument.pdf</a> [download]                                   | 8. <a href="#">9172 - EXH C Lockbox Volume Chart Rv 2-8-05 FNL.pdf</a> [download]            |
| 3. <a href="#">LockBox_InstructionsRequirmentsEvaluation.pdf</a> [download]                  | 9. <a href="#">9172 EXH D Lockbox Record Layouts Rv 2-8-05 FNL.pdf</a> [download]            |
| 4. <a href="#">PROPOSAL SUMMARY PAGES_Lockbox.doc</a> [download]                             | 10. <a href="#">9172 EXH E-MUNI BILL FORMAT.pdf</a> [download]                               |
| 5. <a href="#">9172 Lockbox-Retail Fee Sched Tab Revised 2-8-05 FNL.xls</a> [download] [PDF] | 11. <a href="#">GENERAL CONDITIONS - FORMAL</a> [download]                                   |
| 6. <a href="#">LockBox_ProposalSummary.doc</a> [download]                                    | 12. <a href="#">9172 Addendum2 Attachment.pdf</a> [download]                                 |

**CHANGES MADE ON FEB 14, 2005 4:04:33 PM EST**

Added Delivery Location **100 North Andrews Ave. Room 619  
Fort Lauderdale, FL 33301  
Qty 1**

Deleted Delivery Location **1300 W. Broward Blvd.  
Fort Lauderdale, FL 33312  
Qty 1**

**CHANGES MADE ON MAR 1, 2005 4:25:35 PM EST**

Description **(Information was added to the description)**

New Documents **9172\_Addendum2\_Attachment.pdf**

Previous End Date **Mar 8, 2005 2:00:00 PM EST**      New End Date **Mar 18, 2005 2:00:00 PM EST**

**CHANGES MADE ON MAR 1, 2005 5:16:12 PM EST**

New Documents **9172\_Addendum2\_Attachment.pdf**

Removed Documents **9172\_Addendum2\_Attachment.pdf**

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**Customer Support** - [agency-support@rfpdepot.com](mailto:agency-support@rfpdepot.com) or 801.765.9245

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