

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: RFP 2010-03

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL ON ITEM (S) AS LISTED IN THIS PROPOSAL REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE PROPOSALS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M., DECEMBER 16, 2009**, FOR THE FOLLOWING:

ITEM A – REMITTANCE PROCESSING SYSTEM

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., DECEMBER 16, 2009, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE PROPOSALS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY PROPOSAL; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-ADVERTISE A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGEMENT IS THE LOWEST AND BEST PROPOSAL OF A RESPONSIBLE RESPONDER. IN ACCEPTING A PROPOSAL, ECUA MAY AWARD A CONTRACT BASED ONLY ON THE BASE PROPOSAL, THE BASE PROPOSAL PLUS ALL ALTERNATES, OR THE BASE PROPOSAL PLUS ANY ALTERNATES WHICH ECUA SELECTS – WITH ALL DECISIONS BEING MADE BASED UPON WHAT ECUA BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. ECUA FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA, AT THE UNIT PRICE WHICH WAS PROPOSED.

LEGAL ADVERTISEMENT

Sealed proposals for RFP Number 2010-03, Remittance Processing System, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., Central Time, Wednesday, December 16, 2009, at which time proposals submitted will be publicly opened and read aloud in Room 215, 2nd Floor of the Customer Service Building. It is the intent of the ECUA to secure a contract for a Remittance Processing System in which the vendor delivers, installs, implements and passes an acceptance test on equipment and software, training, and documentation. Specifications and information may be examined and obtained from ECUA, Purchasing and Stores Manager (850-969-3350) or from ECUA's website, www.ecua.org. Proposals received after the closing time will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Advertised 11-29-09

**Emerald Coast Utilities Authority
Purchasing Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-3350**

STATEMENT OF NO PROPOSAL

If you **do not** intend to make a proposal for this service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned, have declined to make a proposal on requested service **RFP No. 2010-03, Remittance Processing System** for the following reasons:

- Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request For Proposals.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this commodity/service.
- Other (specify below).

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Proposal may be faxed into the Purchasing Division (850-494-7229), Attention: Helen Jolly

INSTRUCTIONS TO PROPOSERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS PROPOSAL REQUEST.

1. PROPOSAL SCHEDULE:

PROPOSALS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ AT 2:00 P.M., DECEMBER 16, 2009 IN THE ECUA 2ND FLOOR, ROOM 215, CUSTOMER SERVICE BUILDING, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. ECUA STAFF WILL REVIEW ALL PROPOSALS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA CITIZENS' ADVISORY COMMITTEE SCHEDULED TO MEET AT 2:00 P.M., JANUARY 20, 2010 IN THE ECUA BOARD ROOM, BUILDING 942, 9250 HAMMAN STREET, ELLYSON INDUSTRIAL PARK. THE ECUA CITIZENS' ADVISORY COMMITTEE RECOMMENDATION WILL BE PRESENTED TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR 3:00 P.M., JANUARY 28, 2010 IN THE ECUA BOARD ROOM, BUILDING 942, 9250 HAMMAN STREET, ELLYSON INDUSTRIAL PARK.

2. PROPOSAL SUBMISSION:

ALL PROPOSALS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. PROPOSALS MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH PROPOSER SHALL BE RESPONSIBLE FOR HIS PROPOSAL(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE RFP OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER.

3. CONVICTION OF PUBLIC ENTITY CRIME

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO (\$25,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

4. PROPOSAL WITHDRAWAL:

NO PROPOSAL MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS FROM THE OPENING OF THE PROPOSALS. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE RFP OPENING TIME.

5. QUOTE ERRORS:

THE FOLLOWING SHALL GOVERN THE CORRECTION OF INFORMATION SUBMITTED IN A PROPOSAL WHEN THAT INFORMATION IS A DETERMINANT OF THE RESPONSIVENESS OF THE PROPOSAL:

- A) THE PURCHASING AND STORES MANAGER PRIOR TO AWARD MAY CORRECT ERRORS IN THE EXTENSION OF UNIT PRICES, STATED IN THE PROPOSAL OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A PROPOSAL. IN SUCH CASES, THE UNIT PRICES SHALL NOT BE CHANGED.
- B) NO PROPOSER SHALL BE PERMITTED TO CORRECT A PROPOSAL MISTAKE AFTER OPENING THE PROPOSALS THAT WOULD CAUSE SUCH PROPOSER TO HAVE THE LOWEST PROPOSAL, EXCEPT THAT ANY PROPOSER MAY CORRECT ERRORS IN EXTENSION OF UNIT PRICES STATED IN THE PROPOSAL, OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION. IN SUCH CASES, UNIT PRICES IN THE PROPOSAL SHALL NOT BE CHANGED.

6. AWARD OF CONTRACT:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE PROPOSER BASED UPON THE TOTAL PROPOSAL OR TO MULTIPLE PROPOSERS BASED UPON THE ITEMS INDIVIDUALLY PROPOSED.

7. TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR PROPOSAL. THE EMERALD COAST UTILITIES AUTHORITY IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES. TAX EXEMPT NUMBER 85-8012640152C-4 APPLIES.

8. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW PROPOSAL IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

9. RFP TABULATIONS:

RFP TABULATIONS/LIST OF PROPOSERS WILL BE POSTED FOR REVIEW BY INTERESTED PARTIES IN THE PURCHASE SECTION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT DECEMBER 16, 2009, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

10. RFP QUESTIONS:

IF ANY PROPOSER HAS A QUESTION CONCERNING THE SPECIFICATIONS OR PROPOSAL SUBMISSION PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BY DECEMBER 8, 2009 FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY
ATTN: PURCHASING AND STORES MANAGER
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-3320
FAX: 850-494-7229
EMAIL: (Helen Jolly's email address) hjolly@ecua.org
(Pete Wilkinson's email address) pwilkinson@ecua.org

11. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR PROPOSAL COMPLIES WITH SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE PROPOSAL. ANY DEVIATIONS FROM THE RFP SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

12. UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED PROPOSER/CONTRACTOR AND EMERALD COAST UTILITIES AUTHORITY FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS REQUEST FOR PROPOSAL.

13. EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE PROPOSER. THE FOLLOWING WORDS ARE USED INTERCHANGEABLY THROUGHOUT THIS DOCUMENT AND HAVE THE SAME MEANING AND EFFECT: PROPOSER, CONTRACTOR, VENDOR, RESPONDER, OFFEROR AND SUPPLIER.

14. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR PROPOSAL SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), RFP DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

15. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE ECUA BOARD. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE EXECUTIVE DIRECTOR WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN \$1,000 NOR GREATER THAN \$10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE EMERALD COAST UTILITIES AUTHORITY. FAILURE TO POST SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSED BY THE EXECUTIVE DIRECTOR.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, ECUA PREVAILS, THE BOND SHALL BE FORFEITED, AND ECUA SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR ECUA OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

16. CONTRACTS EXCEEDING ONE YEAR:

WHEN APPLICABLE, A CONTRACT MAY BE RENEWED CONTINGENT UPON COST FACTORS, MUTUAL AGREEMENT, SATISFACTORY PERFORMANCE EVALUATIONS, AVAILABILITY OF FUNDS AND ECUA BOARD APPROVAL. ECUA'S PERFORMANCE AND OBLIGATION TO PAY FOR THE PURCHASE OF SERVICES OR TANGIBLE PERSONAL PROPERTY OF A PERIOD IN EXCESS OF ONE (1) FISCAL YEAR UNDER ANY CONTRACTUAL RELATIONSHIP IS CONTINGENT UPON AN ANNUAL BUDGET APPROVAL BY THE ECUA BOARD.

Request for Proposal
Remittance Processing System

Section 1

1.1 Quote Due Date

The deadline for submission of quotes in response to this RFP is 2:00 p.m. Wednesday, December 16, 2009 Central Time

1.2 Number of Copies

Please provide four (4) copies of your response

1.3 Vendor Contact

Questions relating to this RFP and the formal quote should be directed to:

Emerald Coast Utilities Authority RFP Contact Information Here:

Attn: Purchasing and Stores Manager

9255 Sturdevant Street

Pensacola, Florida 32514-7038

Phone: 850-969-3350

Fax: 850-494-7229

Email: (Helen Jolly's email address) hjolly@ecua.org

(Peter Wilkinson's email address) pwilkinson@ecua.org

Your response to this proposal must include your contract information for purposes of answering questions and clarification.

1.4 Turnkey Approach

The desired contract is one in which the vendor delivers, installs, implements and passes an acceptance test on equipment and software, training, and documentation.

1.5 False or Misleading Statements

If, in the opinion of the Emerald Coast Utilities Authority, a Proposal contains false or misleading statements of references that do not support a function, attribute, capability or condition as contended by the vendor, it might be rejected.

1.6 Clarification of Proposal

The Emerald Coast Utilities Authority reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of a vendor's proposal.

1.7 Contract Terms and Conditions

The Emerald Coast Utilities Authority will develop a contract for purchase. The proposer will supply a sample contract that may provide a guideline for the Emerald Coast Utilities Authority to use in developing a contract.

1.8 Acceptance of Proposal Content

The contents of the proposal and all statements made within it will become, at the option of the Emerald Coast Utilities Authority, a contractual obligation if a contract ensues. Failure of the successful proposer to accept this obligation may result in cancellation of the award.

1.9 Responsiveness

Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if that approach clearly offers increased benefits to the Emerald Coast Utilities Authority.

1.10 Format of Proposal

For ease of finding required information the bidder is to follow precisely the order and section number format of this RFP. Other materials not directly related to the stated requirements are to be included in the Appendices.

1.11 Software Requirements

Software requirements are specified in Section 3 of this RFP and constitute a list of desired features and functions. If you do not have offerings for each of the stated applications, clearly indicate which modules you are proposing. The software must have technical support available during normal business hours.

1.12 Equipment Requirements

The hardware requirements are listed in Section 4. The primary hardware units must be redundant. The vendor should quote the equipment configuration best suited for the software application. The equipment must have technical support available during normal business hours.

1.13 Support Requirements

Support requirements are specified in Section 5. Your Proposal should specifically address each requirement listed.

1.14 Warranties

Please provide warranty coverage information for all equipment and software modules. Include applicable starting periods for warranties.

1.15 Information about the Company

Please provide information that will enable us to evaluate your company's financial stability, track record and support capabilities. We require that you include the following:

- Ownership of your company
- Number of years in business
- Number of installations
- Total number of employees
- An indication as to whether software and hardware are developed internally or distributed by the vendor
- In the case of internal development, include Proof of Certifications (E.g. Microsoft Certification)
- In the case of a distributorship, include confirmation of status as an authorized distributor

1.16 User References/Demonstration

Please provide a list of five customers of your company who are using the proposed scanners and software. The list should provide a contact name, telephone number, length of time using your system and a brief description of the users' equipment and software configuration. The Emerald Coast Utilities Authority also reserves the right to request a demonstration of the system at a mutually acceptable site, which may be at the Emerald Coast Utilities Authority's office, or at another site. Failure to provide suitable references or a functional demonstration acceptable to Emerald Coast Utilities Authority will result in the vendor's bid being rejected without further consideration.

1.17 Delivery and Implementation Schedule

The Emerald Coast Utilities Authority plans to install all requested software and equipment as soon as possible after contract execution. Preference will be given to vendors who can complete installation within eight to twelve weeks of contract signing. Availability of proposed hardware and software will be used in the evaluation of the proposal. The Responder must include a realistic delivery and implementation schedule in terms of weeks following contract signing. Tasks to be performed by the vendor as well as by the Emerald Coast Utilities Authority should be specifically stated and included in the schedule.

1.18 Payment/Retainer

Provide a payment schedule by percentage according to the following:

- Contract Execution
- Equipment and Software Installation
- Successful Acceptance Test
- Annual Maintenance
- Installation/Training Expenses

1.19 Evaluation Criteria

The following general criteria will be used to evaluate the responses:

- Ability of the equipment and software to meet Emerald Coast Utilities Authority general and specific integration requirements, as shown in the response, and verified by references and/or functional demonstration
- Software package available now and enhancements planned
- Vendor's ability to support both the hardware and software
- Total cost which considers both initial acquisition and ongoing operating costs
- Results of reference checks and on-site/off-site demonstrations
- Level, quality and type of client training and technical assistance provided
- Upward compatibility for future growth
- Ease of use and operation of the system according to the Emerald Coast Utilities Authority's general and specific requirements

1.20 Expenses for Response

Potential Vendors are solely responsible for their own expenses, if any, in preparing a response to this Request for Proposal. This would include any costs incurred during functional demonstrations or subsequent negotiations.

Section 2 Background Information

The Emerald Coast Utilities Authority currently prints and mails bills for approximately 107,000 customers. This number is expected to increase as Emerald Coast Utilities Authority experiences growth. The printed bill includes a return stub containing a scan line that provides account and amount due information. The Emerald Coast Utilities Authority is considering automating this process in order to lower cost and improve service to its customers. For this reason, the Emerald Coast Utilities Authority is seeking proposals for a remittance processing system with integrated Check 21 capabilities and associated hardware.

The Emerald Coast Utilities Authority uses accounting software from Sungard, thus it is a requirement that the remittance processing system must provide a posting file to interface with this software.

The department has determined the system must provide the following capabilities:

- 2.1** Redundant capture stations
- 2.2** Capture station for teller area
- 2.3** Selectable endorsement both printed and virtual for checks and stubs
- 2.4** Report based audit trail
- 2.5** Provide standard and custom reports as required by customer
- 2.6** Integrated Remote Deposit capability using ARC or Check 21
- 2.7** Provide an integrate method to create a customer notice
- 2.8** Automated letter opener and extractor with back-up unit
- 2.9** Offer the option of an integrated EBPP service
- 2.10** Provide account and payment information for paper or electronic payments in a single upload
- 2.11** Provide image retrieval of checks and payment stubs
- 2.12** Provide capability to apply electronic notes to checks and stubs
- 2.13** Provide capability in retrieval to mark return items
- 2.14** Provide capability in retrieval system to search based on check account number, ABA, amount, date captured, customer account number, item type
- 2.15** Archiving of images in an database for research and long term storage (a minimum of 3 years)

Additional capabilities that provide for lower cost, more efficient operation, or better customer service are always of interest. We solicit information on product features and/or options that will help us meet these objectives.

Section 3 Software Standards

The proposed software should comply with the following requirements. Any deviation must be noted along with an explanation.

- 3.1 100% compatible with Windows XP SP2 or greater, including Windows 7
- 3.2 For compatibility with future Windows releases, software Vendor should be Microsoft Certified Partner
- 3.3 Software should be developed using Microsoft's latest .Net Framework technology
- 3.4 Software should archive all data and images in a database
- 3.5 Software native to the PC environment
- 3.6 Software compatible with Emerald Coast Utilities Authority Networking environment
- 3.7 Software able to print documents direct to PC networked printers
- 3.8 Software currently supported with no plans for phase out
- 3.9 Software adheres to widely accepted industry standards, and has passed independent audit testing
- 3.10 Software must be provided as a perpetual license with no additional annual or per item fees
- 3.11 Software must not contain any viruses, trapdoors, timebombs, or other malicious code
- 3.12 Software is easy to use and has a Graphical User Interface (GUI)
- 3.13 Adequate security features that include the ability to set access controls at Multiple levels
- 3.14 Software includes built-in back up features, and data recovery if processing is disrupted due to power loss or other interruptions. Recover and backup must be documented in user's manual
- 3.15 Software must have purge capabilities configurable to meet customers' document retention specifications
- 3.16 Standard and custom report capabilities
- 3.17 Documentation with on-line help, as well as printed user manuals
- 3.18 Ability to utilize customized forms used by the Customer
- 3.19 Read utility stubs with the capability of both virtual and printed user customizable endorsements
- 3.20 Read checks with the capability of both virtual or printed user customizable endorsements
- 3.21 Upload data from transactions into host computer individually or by batches in specified format
- 3.22 Image capture of front and rear of stubs and checks
- 3.23 Provide image quality testing
- 3.24 Provide multiple balancing methods, single item displayed or multiple item display
- 3.25 Process multiple types of transactions within a single batch
- 3.26 Process the following types of transactions, intermixed within a batch no manual sorting:
 - Single stub/single check
 - Multiple checks/single stub
 - Multiple stubs/single check
 - Multiple stubs/multiple checks
 - Matched or Unmatched payment amounts
- 3.27 Process the following types of transactions, within the same batch by selecting the appropriate mode:
 - Exceptions (e.g. check and list)
 - Check only processing
- 3.28 Provide capability to automatically verify amount paid in transactions with amount due in accounting system
- 3.29 Provide CAR/LAR (Courtesy Amount Recognition/Legal Amount Recognition) to read handwritten amounts, allow confidence level thresholds to compare CAR with LAR
- 3.30 There should be no fixed limit to the number of documents that can be processed using the CAR/LAR, OCR or other recognition software
- 3.31 Net amount/gross amount (late payment) processing
- 3.32 Capability to display only exception transactions
- 3.33 Capability to display only exception items
- 3.34 Automatic Substitute/virtual stub processing for check only batches
- 3.35 Capability to process cash-in or cash ticket payments
- 3.36 Complete audit trail with rating of activity
- 3.37 Reporting/Inquiry Module
- 3.38 Audit Reports for user/activity, group/activity, system activity
- 3.39 Daily Activity Detail Report
- 3.40 Daily Balancing Report
- 3.41 Generate Remote Deposit Files for ARC in standard NACHA format or Check 21 file in Federal Reserve Standard X9.37 format or format required by Emerald Coast Utilities Authority's bank.

- 3.42** Ability to create multiple deposit files each day
- 3.43** Ability to sort checks and deposit into multiple banks using correct deposit file for each bank
- 3.44** Batch Reports
- 3.45** Complete audit trail with rating of activity
- 3.46** Electronic Sort Options
 - Processed stubs
 - Processed checks
 - Exceptions/rejects
- 3.47** Provide internal browser based search module
- 3.48** Retrieval and database indexing of images stored is required
- 3.49** Optional image Archiving and Retrieval for longer term storage and permanent archive records using a CD-ROM or DVD storage must be available
- 3.50** Images being viewed must be able to be enlarged by “zooming” in on areas of interest with a simple mouse click
- 3.51** Check/Stub Images must be able to be reprinted, saved, or emailed
- 3.52** Printing of retrieved images must be user configurable for printing either front of image or front and rear of image, number per page up to 32 images, with or without data
- 3.53** Archive Capabilities must be available
- 3.54** The retrieval/inquiry screen must allow for scrolling, zooming, copying, and printing of images
- 3.55** Character Recognition - Support of these Fonts and Barcodes is a requirement
 - OCR A Numeric
 - OCR A Alphanumeric
 - OCR B Numeric
 - OCR A Alphanumeric
 - OCR B Alphanumeric
 - E-13B
 - Multi-font machine print
 - Handprint
 - Mark sense (checkbox)
 - Code 11
 - EAN 8
 - PDF417
 - Code 39
 - UPC-E
 - DataMatrix
 - Code 93
 - EAN 13
 - QR
 - Code 128
 - UPC-A
 - CODABAR
 - Add 2
 - Intra 2 of 5
 - Add 5

Section 4 Hardware Features and Specifications

The proposed hardware should comply with the following standards: Any deviations must be noted along with an explanation.

- Certified by UL, CSA or other applicable safety standards
- Manufactured in an ISO certified facility
- Manufacturer's direct parts and service support available within North America
- Fit easily into office environment

4.1 Check/Stub Scanner Requirements...(3) Stations

- Rated speed of 180 checks/stubs per minute
- Simplex, duplex, grayscale, black and white operating modes
- Resolution - 240 X 240 dpi, 200 X 200 dpi, 150 X 150 dpi, 100 X 100 dpi
- Automatic document feeder that holds up to 200 items with two output pockets
- Scanner must capture front and rear image of items
- Printed endorsement capability using standard ink cartridge, no MICR ink required
- Automatic page size detection
- Compatible with standard desktop PC with USB 2 port
- Document sizes - Width 4.7" X 9.1", Length 2.4" X 4.6"

4.2 File Server Requirements – Emerald Coast Utilities Authority currently uses HP Blades and HP Rack Mounted Servers.

- HP Rack Mounted Server
- Dual Core Xeon Processor
- Windows Server 2003
- 4GB Memory
- RAID Array for data with enough storage for 3 years of images based on 85,000 transactions per year
- Windows SQL Server 2005 or later
- No keyboard or monitor required
- No rack required
- No external backup power required

4.3 PC Requirements (minimum of 2) must be able to handle requirements for software

- Standard Desktop PC with Microsoft Windows XP Pro SP2 or above
- 1GB Memory
- 2.0GHz Processor
- 40GB Disk space available
- Attached to LAN
- XGA 17" Monitor
- USB 2 port

4.4 Letter opener/extractor requirements.

Provide a primary opener/extractor and a backup unit.

- Machine must be able to process envelopes of varying lengths and heights intermixed, from minimum US 1st Class height of 3 ½" to a maximum of 6 3/8" and from a minimum length of 5" to a maximum length of 11 ½"
- Machine must be able to handle up to 4,500 pieces of mail per hour measured with a 7" envelope
- Machine must be able to open two sides of the full range of envelope sizes processed
- Must be able to open mail on either one side or two sides at the operator's option

- Must have adjustable-depth sidecut at operator's option to accommodate welded-seam envelope opening. Machine must allow top-cut only at operator's option
- Machine must be able to be pre-programmed for up to 200 jobs and 200 operators
- Machine must be able to sort and display job and operator lists alphabetically
- Machine must allow adjustable width of envelope opening at the extraction point
- Machine must further allow various opening widths by job without operator intervention
- Display must be back-lit for ease of viewing in a wide range of ambient lighting situations
- Must have a computer-controlled thickness detector which evaluates an envelope's thickness profile. Sensitivity adjustments for candler and extraction sensors must be automatically set through computer logic, without intervention from the operator
- Must have accurate counting mechanism which analyzes both envelope length and position to eliminate the possibility of inflated counts
- Must have built-in diagnostic system such that the machine identifies problem areas and displays same to minimize downtime
- Feed conveyor must be at least 22 inches in length to minimize loading frequency
- Front work shelf must be 61 ¾" wide and 18" deep, with a center dimension of 11"
- Must include vertically oriented, moveable content sort tray for check size documents
- Must include fully adjustable content shelf racking system for oversize documents
- Work shelf must be equipped with a drop-sort bin arrangement consisting of two drop pockets 4 ½" x 9" each and three accessory pockets for paper clips, rubber bands, etc.
- Machine shall not exceed 12 amps in power consumption

Section 5 - Installation and Support Requirements

5.1 Equipment and Software Delivery and Installation Schedule

Responder must provide a delivery and installation schedule based on time after contract signing. The responder will provide complete installation of the hardware and software, ensure proper system performance, and complete acceptance testing. Training is required to cover all aspects of operation including supervisor functions.

5.2 Equipment and Software Sign-off

The Emerald Coast Utilities Authority requires that acceptance testing take place within 2 business days of the completion of installation, and is conducted using a checklist of functions to be verified:

- Verification of all functions and menus as listed in specification
- Verification of OCR read rate
- Verification of deposit files with Emerald Coast Utilities Authority's bank
- Verification of endorsing quality and accuracy
- Verification of amount due comparison with transaction amount
- Verification of audit trail rating entries. Verification of balancing functions
- Verification of upload functions
- Verification of purge routine
- Upload test batch to ensure 100% accurate postings
- Retrieve selected archive images
- Verify image quality
- Verify image print function

Any discrepancies noted in any of the tests will to be corrected by the vendor prior to system acceptance.

5.3 Equipment and Software Documentation

It is required that the vendor provides both on-line and hard copy documentation (user's manual) to the Emerald Coast Utilities Authority at no extra charge.

5.4 Equipment and software maintenance and updates

Provide the procedure the responder uses for enhancements and upgrades. Detail any charges involved.

5.5 Software Source Code

A complete copy of the proposed source code is required to be available in escrow upon request.

5.6 Training for end users

Provide a proposed training schedule.

5.7 Support Services

Provide software support, with a toll free support line, and dedicated Webex or equivalent site for remote diagnostics during normal business hours is required. Optional extended hour coverage (up to 7 X 24) must be available.

Hardware Support with a maximum 4-hour response time during normal business hours is required.

Section 6 Price Quotation

Provide a detailed price quotation, including a summary of all costs and a detailed list of each item proposed and its associated cost.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve (12) month period, so that such provisions will be binding upon each subcontractor or vendor.

Signature

Name & Title of Signer

Date

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

_____ Signature	_____ Date
_____ Name & Title of Signer	

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

**EMERALD COAST UTILITIES AUTHORITY
Request for Proposal - RFP Number 2010-03
REMITTANCE PROCESSING SYSTEM
PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying or made a part of RFP Number 2010-03.

I hereby propose to furnish the commodity or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of ninety (90) days in order to allow the ECUA adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded this Bid/Proposal.

I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of the ECUA or of any other bidder/proposer interested in said bid/proposal; and that the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. The ECUA will not be responsible for any alleged misunderstanding of the services to be provided or any misunderstanding of conditions surrounding the performance thereof.

Name of Business _____

By: _____
Name and Title (Typed or Printed)

Mailing Address _____

Phone: _____

Fax: _____

Email: _____

State Of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by _____.

Notary Public – State of _____

- Personally known
- Produced identification _____