Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458
www.loxahatcheeriver.org

Request for Proposals (RFP) for:
Payment Processing Services

RFP No:	**RFP 26-003-00152**
Title:	**Payment Processing Services**
Due Date:	**Wednesday, September 16, 2026, at 2:00 p.m., Eastern Time**
Purchasing Agent:	**Sharyn Allen, Purchasing Agent** Purchasing@lrecd.org (561) 401-4026

*** Proposals will NOT be accepted after the Due Date and Time ***

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Accompanying Microsoft Excel File – LRDPaymentServices.xlsx

Six (6) months of Transaction Data for January – June 2026, Exhibit B Annual Cost Submittal Worksheet, and MCSJ Payments File format requirements.

INTRODUCTION

The Loxahatchee River Environmental Control District, d/b/a Loxahatchee River District (the "District"), is a regional sanitary sewer provider based in Jupiter, Florida with approximately 33,500 customers. The Loxahatchee River District ("District") is soliciting proposals from qualified Vendors for Payment Processing Services to support its Customer Service Department for accepting utility payments, connection charge payments, estoppel payments, and other payments. Throughout this RFP, "District" means the Loxahatchee River Environmental Control District; "Proposer" means an entity submitting a proposal in response to this RFP; and "Contractor" means the Proposer to whom a contract is awarded. Where the terms "Vendor," "Respondent," "Firm," "successful vendor" or "successful Firm" appear elsewhere in this document, they have the same meaning as "Proposer" before award and "Contractor" after award.

The District will accept proposals until **2:00 p.m., Eastern Time, on Wednesday, September 16, 2026.** Proposals received after that date and time are considered non-responsive. There will be no public opening of submitted proposals.

Discussions or communications (written only) concerning the solicitation, or the award shall be through the District's Purchasing Agent, Sharyn Allen (purchasing@lrecd.org).

The District may institute changes or modifications to this solicitation and shall notify all known participants by an addendum to this RFP that will be posted on the District's Purchasing web page (https://loxahatcheeriver.org/governance/purchasing-bids/) and through the listing on DemandStar.com. It is the Respondents' responsibility to monitor the District's web page or the DemandStar listing for any notifications prior to the Due Date.

To be eligible for consideration, Respondents must demonstrate a minimum of three (3) years of experience providing payment processing services of similar size and complexity and must be authorized to conduct business in the State of Florida.

BACKGROUND, OBJECTIVE & SPECIFIC CONDITIONS

The District is an independent Special District of the State of Florida that serves as the regional wastewater/sanitary sewer utility for approximately 33,500 customers in northern Palm Beach and southern Martin Counties, including the municipalities of Jupiter, Tequesta, and Juno Beach.

The District intends to enter into a continuing services contract with a Contractor to provide secure, cost-effective, flexible, and convenient payment systems for our customers to help the District receive payments faster and process them efficiently. The contract resulting from this RFP will have an initial term of five (5) years commencing on the date of Final Acceptance as defined in the General Information & Requirements section, with one (1) optional renewal term of five (5) years exercisable at the sole discretion of the District upon written notice not less than one hundred eighty (180) days before expiration of the initial term. The maximum total duration of the contract is ten (10) years.

At minimum, the payment systems must include:

1. An administrative portal for District customer service staff to accept payments and assist customers with managing payments and payment information.
2. A standard and mobile-friendly web payments system for customers to make payments and review bills, with a Guest payment option that does not require account creation
3. The ability to set up and process automatic payments
    a. Preference for the customer service agent to help the customer set up automatic payments.
    b. Ability to configure recurring monthly installment payments against a quarterly bill or account balance due — that is, a customer may elect to pay the full quarterly amount on the due date or pay the account balance in monthly installments.
4. An Interactive Voice Response (IVR) telephone payment system.
5. A payment device (preferably wireless) for District walk-in customers that uses current tap-to-pay technology.
6. Ability for the customer to pay on multiple accounts and multiple payment methods.
7. Support transaction adjustments, including at minimum: same-day void of an unsettled card transaction; full and partial refund of a settled transaction; ACH return handling and re-presentment; reversal of a misapplied payment; and correction of the account number on a posted payment. Each action must produce a complete audit trail. Proposers must state which of these actions a District customer service representative can perform without Contractor intervention.
8. Maintain, throughout the term of any contract and amendment(s) resulting from this RFP: (a) validation as a PCI DSS Level 1 Service Provider under the then-current version of the PCI Data Security Standard, evidenced by an annual Attestation of Compliance and current listing on the Visa Global Registry of Service Providers; and (b) compliance with the then-current NACHA Operating Rules. Adoption of and migration to successor versions of either standard during the term shall be performed at the Contractor's sole cost and without interruption to District services.
9. Maintain industry-standard data privacy controls sufficient to meet the requirements of the applicable security standards and Florida State Privacy statutes and regulations. Contractor shall be fully responsible for all administrative and financial obligations that arise from any security breach caused by the Contractor.
10. Funds settlement. Proposers must state (a) the daily batch cutoff time, (b) the time by which transactions authorized before that cutoff are submitted for settlement, and (c) the time by which settled funds are available as good funds in the District's designated account at Truist Bank. At minimum, transactions authorized before the daily cutoff must be submitted for settlement no later than the next business day, and settled funds must be available in the District's designated account no later than two (2) business days after authorization. Settlement must be made on a gross basis; fees shall be invoiced separately and shall not be netted from deposits.
11. Reporting that facilitates easy reconciliation to the bank deposits.
12. Transaction coding that includes the payment details including date, amount, account, channel and method.
13. Configurable payment limits. The platform must enforce configurable per-transaction, per-account, and per-period payment limits across all channels (web, IVR, guest, counter, and AutoPay). The District currently applies a limit of $5,000 per account per calendar month for card payments.

14. Accessibility. The customer-facing web payment portal and all customer-facing digital content must conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. The IVR must be designed for accessible use. Proposers must submit a current Voluntary Product Accessibility Template (VPAT) or Accessibility Conformance Report upon request. Remediation of accessibility non-conformance identified during the term shall be performed at the Contractor's sole cost.
15. Point-to-point encryption. The counter payment device must be included on the PCI Security Standards Council list of validated P2PE solutions. Proposers must state whether the proposed device is P2PE-validated and which PCI Self-Assessment Questionnaire the District would complete under the proposed solution.
16. Data residency. All District and customer data must be stored and processed within the United States. No offshore access, support, or development activity may touch District data without prior written District approval. Proposers must disclose any offshore support model in their proposal.

Not required, but desired, services include:

1. Payment channels such as Apple Pay, Google Pay, Paypal, and others.
2. The ability to store a payment method for a customer to speed the next call and transaction.
3. Pay by SMS messaging.
4. Customer notification options for reminders and notifications of card expiration, failed transactions, etc.
5. Ability for the customer to make multiple payments on the same account and business day.
6. Ability to sign up for paperless billing.
7. Validate the checking account numbers or guarantee funding on check processing (in- person).
8. Multilingual payments web page, IVR and SMS.
9. Single bank deposit or configurable deposit options.

The District intends to utilize a data file transfer and exchange process for loading payments data into Edmunds GovTech MCSJ customer information system using the Payment Import routine for Standard Utility Lockbox payments. We are not aware of an option for a near-real time API integration with MCSJ. The Edmunds GovTech file specification is provided in the Transactions workbook that is included in this solicitation. The Contractor is responsible for building, testing, and maintaining its side of the interface and for conforming to the then-current Edmunds specification throughout the term at no additional cost to the District. Proposers must state whether they have an existing MCSJ integration and identify the utilities at which it is in production. Proposers are invited to propose an API-based or near-real-time alternative if one is available.

The District bills its sewer customers quarterly. The vast majority (~95%) of its customers are billed a flat rate less than $110; a few commercial customers have bills $20,000 to $60,000. The District currently accepts Visa, Mastercard, Discover, and American Express. District rules presently limit credit card transactions to $5,000 per account, per month. ***The District presently absorbs all transaction costs and intends to continue the absorbed model.***

The District's printing partner is InfoSend (infosend.com) and they host digital versions of the quarterly bills for our customers to access through a web link. The District's ERP software is Microsoft Business Central, and the bank is Truist Bank.

The District presently has approximately 8,400 customers on AutoPay through Edmunds GovTech and their partnership with FISGlobal. The District **will not** force these customers to take action to switch payment providers.

Preference is given to vendors that will facilitate a bulk transfer of customer payment information to their system with no action required by the customer. Any bulk transfer of customer payment information from FISGlobal will be the responsibility of the vendor. The Contractor is responsible for coordinating, receiving, validating, obtaining any card network approvals required on its side, and for executing the technical migration. Proposers must describe their experience with processor-to-processor token migrations, including any migrations from FISGlobal, and provide references for at least one completed migration. If no bulk transfer of payment information is made, the AutoPay customers will gradually switch to the new vendor as cards expire, bank information changes, ownership changes, etc. If bulk migration is not achieved, the District intends to maintain the legacy AutoPay path in parallel with the new platform until attrition is complete.

The District also presently has approximately 3,500 customers setup for payments through ACH bank transfer. It is the District's desire to migrate the customer's ACH data to the new vendor's system as an eCheck Automatic Payment to centralize all payment information under one system.

The District also seeks to manage and accept payments for sewer connection fees, sewer assessments, irrigation quality water, and other non-CIS managed administrative charges such as estoppel/account statement fees, which the District currently charges to the requester at $30 each (this is a District charge, not a Contractor fee, and must be presented and collected as a discrete line item outside MCSJ).

6-months of anonymized payment data for January 2026 through June 2026 is provided in the accompanying Microsoft Excel workbook to facilitate the vendor's computation of the lowest possible transaction costs. This is the most detailed data available to the District and includes the split of transactions by channel Proposers should note that the approximately 14,000 ACH transactions administered directly by the District each year are in addition to the eCheck transaction counts shown in the workbook, summary table, and in Exhibit B.

Annual Count and Volume Summary from 6-months of transaction data provided.				
	Count	Volume	Ave	Pct
Amex	7,462	$ 861,244	$ 115.42	14%
Visa	30,480	$ 3,599,091	$ 118.08	59%
MasterCard	11,752	$ 1,432,426	$ 121.89	23%
Discover	932	$ 84,932	$ 91.13	2%
Pinless Debit	1,218	$ 136,410	$ 112.00	2%
Debit	6	$ 490	$ 81.60	0%
Subtotal Non Amex	44,388	$ 5,253,349	$ 118.35	
Card Totals - ALL	51,850	$ 6,114,593	$ 117.93	
eCheck Personal	16,776	$ 1,955,871	$ 116.59	
eCheck Business	4,432	$ 3,762,624	$ 848.97	
eCheck Savings	58	$ 8,700	$ 150.00	
Check Totals	21,266	$ 5,727,195		
Grand Total	73,116	$ 11,841,788	$ 161.96	

Annual count and volume estimates based on the 6-months of transaction data provided.

Note: This does not include approximately 14,000 ACH transactions managed by the District each year that will likely transfer to the payment services provider.

SCHEDULE

Date of RFP Distribution: August 27, 2026
RFP Question & Responses:

Questions Received By 5pm ET:	Responses Posted:
September 2, 2026	September 4, 2026
September 9, 2026	September 11, 2026

Proposal Due Date: September 16, 2026
Proposal Review by Selection Committee: September 16-25, 2026
Demonstrations from Top Respondents (if needed): Week of September 27, 2026
Staff Recommendation to Governing Board: October 9, 2026
Governing Board Meeting: October 15, 2026
Contract Execution and Begin Implementation Planning & Coordination: October 19, 2026

Proposals must remain valid through this proposed schedule.

The District's strong desire is to implement the solution as soon as practical, while ensuring a smooth, accurate and complete transition. The proposed implementation schedule is required in the submittal and will be a consideration for vendor selection. If a new payment services provider is selected, our intention is to make a gradual transition to the new provider with all implementation and transition work completed before the February 18, 2027 expiration of the District's current agreement for payment services.

GENERAL INFORMATION & REQUIREMENTS

1. The Vendor shall agree to comply with all State and Federal laws. This agreement shall be governed according to the laws of the State of Florida.

2. The Vendor will retain a current business license(s) required by the city/state in which they operate.

3. The Vendor shall adhere to the highest professional standards and ethics in providing the District with all its services.

4. No additional compensation will be allowed for any error or omission on the vendor's part, or for vendor's failure to fully understand the intent of this RFP.

5. The District assumes no responsibility for expenses incurred in the preparation of responses to this Request for Proposal. Respondent must bear all costs associated with their proposals including preparation, copying, postage, and delivery fees.

6. The District reserves the right to accept or reject any or all proposals and to waive informalities as deemed appropriate.

7. Respondents must meet minimum requirements as outlined in this Request for Proposal to be considered responsive to this solicitation.

8. It shall be assumed that the respondents have investigated and are satisfied as to the conditions to be encountered, as to the character, content, quality, and quantity of services to be performed, and as to the requirements of this RFP. Submission of a response to this RFP shall be considered prima facie evidence that the respondent has made such an investigation.

9. By submitting a proposal, the Respondent agrees to be bound by all the requirements, specifications, terms and conditions set forth in this RFP. The RFP document and the Respondent's response will be incorporated as part of any agreement for services.

10. All information submitted relating to this proposal shall become part of the public record, in accordance with Florida Law.

11. The District reserves the right, at any time after opening and prior to award, to request from any respondent clarification regarding information contained in their proposal.

12. Although price will be a factor in the proposal evaluation, it is specifically a consideration of secondary importance to the requirements identified in this RFP, including functionality, quality of services, customer support, and financial stability of the respondent. The District reserves the right to accept other than the lowest priced proposal.

13. The District reserves the right to negotiate minor aspects of the implementation with the selected vendor. It is the vendor's responsibility to provide all items incidental to the implementation, even though they may not be precisely delineated in the proposal packet.

14. Before execution of the contract by the LRECD and commencement of the services to be provided, and during the duration of the contract, the successful Firm shall file with the LRECD current certificates of all required insurance on forms acceptable with the LRECD. The successful Firm shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the type and to the limits specified herein.

    The Certificates shall clearly indicate that the Firm has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

15. All policies shall be issued by insurers authorized to do business in Florida and rated not less than A- VII by A.M. Best. All policies shall be endorsed primary and non-contributory with respect to any insurance maintained by the District and shall include a waiver of subrogation in favor of the District. The Contractor shall provide the District thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage. Certificates shall name the District as certificate holder and shall disclose all deductibles and self-insured retentions. Claims-made policies shall carry a retroactive date on or before the contract commencement date.

The following MINIMUM acceptable insurance coverages are required:

- Workers Compensation (statutory).
- Commercial General Liability - $1 million.
- Cyber Liability / Network Security & Privacy Liability - $5 million per claim and in the aggregate. To be maintained during the duration of the Agreement and three (3) years thereafter.
- Professional Liability (Errors & Omissions) - $1 million per claim and in the aggregate. To be maintained during the duration of the Agreement and three (3) years thereafter.
- Crime / Fidelity, including employee dishonesty, computer fraud, and funds transfer fraud - $1 million, covering District funds in the Contractor's care, custody, or control. The District shall be named as loss payee as its interest may appear.

16. If awarded, the Vendor and associated provider(s) may be required to submit the most current internal control audit reports in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 18 (AT-C section 320), namely a SOC 1 Type II report and a SOC 2 Type II report. If requested by the District, both reports, together with the Contractor's current PCI DSS Attestation of Compliance as a Level 1 Service Provider, shall be delivered annually to the District's Finance Director in accordance with the District's annual financial audit. If awarded, the vendor shall also deliver copies of the SOC 1 Type II, SOC 2 Type II and Attestation of Compliance reports with its proposal.

17. If awarded, the Vendor and associated provider(s) will be required to utilize the U.S. Department of Homeland Security's E-Verify system, https://everify.uscis.gov/emp, to verify the employment eligibility of (1) all persons employed by the vendor during the contract term to perform any duties within Florida; and (2) all persons, including subcontractors, assigned by the vendor to perform work pursuant to this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. This requirement is imposed under section 448.095, Florida Statutes. The Contractor shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, shall maintain a copy of that affidavit for the duration of the contract, and shall provide it to the District on request. The District shall terminate the contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), Florida Statutes.

18. The fees submitted in the proposal shall be firm and fixed for a period of three (3) years beginning on the date of Final Acceptance. For contract years four (4) and following, fees may be adjusted once annually by the lesser of (a) the percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, for the preceding twelve (12) months, or (b) three percent (3%), upon not less than ninety (90) days' prior written notice. This provision is a "special condition" within the meaning of the PRICING paragraph of the General Conditions, and the prohibition on escalation clauses in that paragraph does not apply to it. Documented increases in card network interchange and assessments may be passed through at actual cost without markup, supported by documentation on request; no other

pass-through increases are permitted.

19. Final Acceptance. "Final Acceptance" occurs when the District issues written notice that all in-scope payment channels have operated in production without material defect for thirty (30) consecutive calendar days and that the Edmunds GovTech MCSJ payment import has reconciled without exception for that period. Acceptance shall be determined against a written test plan agreed by the parties before the start of user acceptance testing. If the system fails to meet the acceptance criteria, the District may require the Contractor to remediate and re-test at the Contractor's cost, and the thirty (30) day period shall restart.

20. The Contractor warrants that (a) any hardware supplied, including the counter payment device, will be free from defects in material and workmanship for a period of not less than three (3) years from Final Acceptance, and that any defective item will be repaired or replaced at no cost; and (b) the hosted services will conform in all material respects to the requirements of this RFP, the Contractor's proposal, and the Contractor's published documentation throughout the term. Non-conformance shall be corrected at the Contractor's cost. This warranty is in addition to, and not in lieu of, the service levels set out below.

21. All information provided to the Vendor during the solicitation and after award shall be used solely for the purpose of this system/service, and will not be provided to any outside agency, business, or person without the written consent of the District.

Every effort has been made to detail all potential desired services within this RFP. However, the Vendor is encouraged to recommend other services and/or programs that will enhance the requested services.

CONTRACT DOCUMENTS AND EXCEPTIONS

22. Form of agreement. The District intends to contract on the District's own form of services agreement. Each Proposer must submit with its proposal a complete copy of its standard merchant services or payment services agreement together with every document incorporated into it by reference, including operating guides, acceptable use policies, service descriptions, network rules summaries, and any terms published at a URL. Any term not submitted with the proposal will not form part of the resulting contract. The District will not be bound by any click-through, shrink-wrap, or online terms.
23. Exceptions. Each Proposer must list every exception it takes to the terms of this RFP on Exhibit E, with the specific provision identified and proposed alternative language supplied. Exceptions submitted on Exhibit E will not by themselves render a proposal non-responsive. The District may accept, negotiate, or reject any exception and may find a proposal non-responsive where the exceptions taken are material and unacceptable. This paragraph controls over the CONDITIONED OFFERS paragraph of the General Conditions. This paragraph is subject to the exceptions process described in the General Information & Requirements section; exceptions properly submitted on Exhibit E will not by themselves render a proposal non-responsive.
24. Order of precedence. In the event of conflict, the order of precedence shall be: (1) the executed services agreement; (2) this RFP, including all addenda; (3) the Contractor's proposal, including accepted exceptions; and (4) any purchase order. In the event of conflict between the Introduction through Selection Process sections of this RFP and the General Conditions, the Introduction through Selection Process sections control.

SERVICE LEVELS

25. The Contractor shall meet the following minimum service levels, measured monthly and reported to the District within ten (10) business days after the end of each month:

- Availability of not less than 99.9% for each of the customer web portal, mobile portal, IVR, administrative portal, counter payment device service, and the MCSJ file interface, excluding scheduled maintenance for which not less than seven (7) days' notice has been given and which occurs outside 7:00 a.m. to 7:00 p.m. Eastern Time on business days.
- Support response times by severity: Severity 1 (customers cannot pay through one or more channels, or funds are not settling) — acknowledgement within thirty (30) minutes and continuous effort until resolved; Severity 2 (material function impaired, workaround available) — acknowledgement within four (4) business hours and resolution within two (2) business days; Severity 3 (all other issues) — acknowledgement within one (1) business day and resolution within ten (10) business days.
- Settlement timeliness of not less than 99.5% of transactions settled within the funding window stated in the Background, Objective & Specific Conditions section.
- Disaster recovery: Recovery Time Objective of not more than four (4) hours and Recovery Point Objective of not more than fifteen (15) minutes. The Contractor shall test its disaster recovery plan at least annually and provide a summary of results to the District.
- Not less than thirty (30) days' advance written notice of any release, configuration change, or maintenance that affects the District's reconciliation files, reporting, customer-facing screens, or PCI scope.
- Service credits. Failure to meet the availability service level in any month shall entitle the District to a credit of five percent (5%) of that month's fees for each full one-tenth of one percent (0.1%) below the commitment, to a maximum of fifty percent (50%) of that month's fees. Failure to meet the availability or settlement service level in any three (3) months within a rolling twelve (12) month period shall constitute a material breach entitling the District to terminate for cause. Service credits are not the District's exclusive remedy and do not limit any other right or remedy.
- The Contractor shall participate in a quarterly performance review meeting with the District if requested.

SETTLEMENT, FUNDS HANDLING AND FEES

26. Merchant of record. Each Proposer must state whether the District will hold its own merchant identification numbers with an acquiring bank or will be a sub-merchant of the Contractor acting as an aggregator or payment facilitator, and must describe the consequences of that structure for funding timing, chargeback liability, reserve rights, and continuity of service if the Contractor ceases operations.
27. Gross settlement. All amounts collected shall be settled to the District on a gross basis. Fees shall be invoiced monthly in arrears and shall not be netted from settlement. The Contractor shall have no right of setoff against District funds.
28. Segregation of funds. District funds in the Contractor's possession shall be held in a segregated trust or for-benefit-of account, shall not be commingled with the Contractor's operating funds, and shall not be subject to the claims of the Contractor's creditors. The Contractor bears the risk of loss for District funds from the time of authorization until good funds are available in the District's designated account. Any interest or earnings on District funds in transit belong to the

District.

29. No reserves. The Contractor shall not establish a reserve, holdback, or delayed funding arrangement against District settlements without the District's prior written consent.
30. Chargebacks and returns. Each Proposer must describe its chargeback representment process, the evidence the District must supply, all associated fees, and the method by which a lost chargeback is recovered. The District shall not be charged any chargeback, representment, or ACH return fee where the dispute or return results from Contractor error. The Contractor shall describe ACH return handling, notification to the District, and any automatic re-presentment logic.
31. Fee audit. The District may, on thirty (30) days' notice and not more than once per contract year, audit the Contractor's calculation of all fees, interchange pass-through, and assessments. If an audit discloses an overcharge exceeding two percent (2%) of fees for the audited period, the Contractor shall refund the overcharge with interest at the rate provided by section 55.03, Florida Statutes, and shall reimburse the District's reasonable audit costs.

DATA SECURITY, PRIVACY AND DATA OWNERSHIP

32. Data ownership. All District data and all District customer data, including payment credentials and tokens, is and remains the property of the District. The Contractor obtains no license or right to use, mine, analyze for its own purposes, monetize, resell, or derive products from that data. The Contractor shall not market or cross-sell its own or any third party's products or services to District customers through the payment portal, IVR, SMS, email, or any other channel.
33. Breach notification. The Contractor shall notify the District's Finance Director and Purchasing Agent within twenty-four (24) hours of discovering any actual or reasonably suspected compromise of District or District customer data, shall cooperate fully with the District's investigation, shall provide the District and its designated forensic examiner reasonable access, and shall not make any public statement identifying the District without the District's prior written approval except as required by law. The Contractor shall bear all costs arising from a compromise of data within the Contractor's systems or caused by the Contractor, its personnel, or its subcontractors, including forensic investigation, notification, credit monitoring, card reissuance, card network fines and assessments, and regulatory penalties. The Contractor shall support the District in meeting its own notification obligations under section 501.171, Florida Statutes, and any applicable local government cybersecurity incident reporting requirement, within the statutory timeframes.
34. PCI responsibility matrix. The Contractor shall provide and maintain a PCI DSS responsibility matrix identifying which PCI DSS requirements the Contractor satisfies on the District's behalf and which remain the District's responsibility, and shall state which Self-Assessment Questionnaire the District will complete.
35. Testing and personnel. The Contractor shall conduct an independent penetration test at least annually, provide a summary of results to the District if requested, and remediate critical findings within thirty (30) days and high findings within ninety (90) days. The Contractor shall conduct background screening on all personnel with access to District customer data.
36. Subcontractors. The Contractor shall identify in its proposal every subcontractor and third party in the payment stack, including gateway, processor, acquirer, IVR provider, SMS aggregator, and hosting provider, and shall not add or change any such party during the term without the District's prior written approval. The Contractor shall flow down to each such party the PCI, confidentiality,

data protection, public records, E-Verify, and insurance obligations of this contract.

37. Records retention. Notwithstanding the three (3) year period stated in the ACCESS AND AUDITS paragraph of the General Conditions, the Contractor shall retain all records relating to District transactions for the period required by the applicable State of Florida General Records Schedule for local government agencies, and shall deliver those records to the District at the end of the retention period or on request. The District's audit rights extend to the calculation of all fees, interchange pass-through and assessments, to settlement accuracy, and to the Contractor's compliance with the data security obligations of this contract, and the retention period is extended as provided in the General Information & Requirements section.

LIMITATION OF LIABILITY, INDEMNITY AND SOVEREIGN IMMUNITY

38. The District will consider a limitation of the Contractor's liability for direct damages at not less than three (3) times the total fees paid in the twelve (12) months preceding the event giving rise to the claim. No limitation of liability and no waiver of consequential damages shall apply to: claims subject to the Contractor's indemnity obligations; any compromise of District or District customer data; breach of confidentiality or data-use restrictions; infringement of intellectual property rights; violation of law; gross negligence; or willful misconduct.
39. The Contractor's indemnity obligations shall extend beyond negligent acts and omissions to include, without limitation, any compromise of District or District customer data, any failure to maintain PCI DSS or NACHA compliance, any breach of confidentiality, any infringement of intellectual property rights, and any violation of law by the Contractor, its personnel, or its subcontractors, together with all card network fines and assessments arising from the foregoing. This paragraph supplements the INDEMNIFICATION paragraph of the General Conditions.
40. Nothing in this RFP or in the resulting contract shall be construed as a waiver of the District's sovereign immunity or of the limits on liability set out in section 768.28, Florida Statutes.

TERM, TERMINATION, TRANSITION AND CHANGE OF CONTROL

41. Termination for convenience. The District may terminate the contract in whole or in part for convenience on not less than ninety (90) days' prior written notice. The Contractor may not terminate for convenience during the initial term, and thereafter only on not less than three hundred sixty-five (365) days' prior written notice. Termination does not relieve the Contractor of its transition obligations below.
42. Transition assistance and return of data. On expiration or termination of the contract for any reason, the Contractor shall, at the District's election: (a) continue to provide all services at the then-current rates for a transition period of up to one hundred eighty (180) days; (b) export and deliver to the District or its designated successor all District and customer data, including stored payment credentials, tokens, and AutoPay enrollments, in a documented, non-proprietary, machine-readable format and at no additional charge; (c) cooperate in good faith with any successor provider, including participating in credential and token migration and obtaining any network approvals within the Contractor's control; and (d) on the District's written confirmation that migration is complete, securely destroy all remaining District data and certify that destruction in writing. These obligations survive expiration or termination and are specifically enforceable.
43. Change of control. The Contractor shall give the District written notice within thirty (30) days of any merger, acquisition, sale of substantially all assets, or other change of control affecting the

Contractor or any subcontractor in the payment stack, including any change in the underlying processor or acquirer. The District may terminate the contract without penalty by written notice given within ninety (90) days after receiving that notice.

44. Cure, suspension and remedies. Notwithstanding the ten (10) day cure period in the DEFAULT paragraph of the General Conditions: the District may terminate immediately for any failure involving the security of District or customer data or the handling of District funds; for other failures the District may require a written corrective action plan and allow a cure period appropriate to the failure, not to exceed thirty (30) days; and the District may in any case suspend affected services, direct specific remediation, and withhold disputed amounts pending resolution.
45. Key personnel. The Contractor shall name an implementation manager and an account manager in its proposal and notify the District of staff changes. Replacement personnel shall have qualifications at least equal to those of the person replaced.

PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

All proposals must be concise, complete, clear and carefully worded. Proposals must convey all the information requested by the District. If a proposal contains less than the required information or if the proposal fails to conform to the essential requirements of the Request for Proposal the District, at its sole discretion, may declare the proposal, in whole or part, non-responsive.

Respondents are required to submit a PDF digital version of the proposal through DemandStar, government solicitation service at https://network.demandstar.com/. A link to the DemandStar listing will be provided on the District's Purchasing web page (https://loxahatcheeriver.org/governance/purchasing-bids/)

The RFP submission must be submitted electronically through DemandStar.com. The respondent can only view/submit their bid response and will not have access to any other submittals. The RFP response submitted may be changed at the respondent's discretion until the solicitation due date and time is reached. Respondents are strongly encouraged to contact DemandStar at demandstar.com or (866) 273-1863 for instructions on how to submit an electronic response.

It is the sole responsibility of the respondent to assure that their submittal is uploaded to DemandStar on or before the solicitation due date and time. The District shall in no way whatsoever be responsible for any delays caused by power outages or internet failures. No exceptions will be made.

Each respondent shall hold their response good for acceptance by the District for a period not less than ninety (90) calendar days from Due Date, during which time the District may request clarification of the response for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the responses, but only that portion so amended or clarified. Submittals may be withdrawn by removing all documents from DemandStar prior to the deadline. If a respondent wishes to withdraw their response after the responses have been opened by the District, the withdrawal must be made by written notice. Proposed fees shall additionally remain available for acceptance through the execution of a definitive agreement.

Format. Proposals must be organized in the order of the items listed below, with tabs or PDF bookmarks corresponding to each item, using not smaller than 11-point type and one-inch margins. Proposers should confirm DemandStar file size and format limits before the due date and contact the Purchasing Agent if a submission exceeds them.

Florida has broad public records laws and proposals are subject to public disclosure.

The proposal must, at minimum, provide the following items. Items described as "must" or "shall" are mandatory and failure to provide them may render the proposal non-responsive:

- A brief history of Proposer's organization including time in business, number and size of customers, size of organization, etc. (limit 500 words)

- Describe the unique benefits of working with Proposer's company and summarize the services and features offered that are listed above in the Background, Objective & Specific Conditions section. (limit 1,000 words)

- A narrative summary of Proposer's client support services and methodology, including basic support process and escalation process. (limit 500 words)

- Cybersecurity and Data Protection Requirements. Provide a narrative summary of Proposer's disaster recovery plan and their capability to perform services should their primary facility, equipment, and/or technology become inoperable. (limit 500 words)
    - Provide proof of current PCI DSS validation as a Level 1 Service Provider, including the Attestation of Compliance and evidence of listing on the Visa Global Registry of Service Providers.
    - Confirmation of Annual SOC 1 and SOC 2 Type II Audits (SSAE 18, AT-C 320) and of the current PCI DSS Attestation of Compliance as a Level 1 Service Provider and provide copies upon request.
    - Data retention provisions
    - Include annual uptime statistics for the past 3 years.
    - Describe solutions to prevent fraudulent transaction attempts
    - Recovery Time Objective
    - Recovery Point Objective
    - Breach notification timelines
    - PCI DSS responsibility matrix and a statement of which Self-Assessment Questionnaire the District would complete.
    - Summary of the most recent independent penetration test and the Proposer's remediation timeframes.
    - Statement of where District data will be stored and processed, and disclosure of any offshore access or support.
    - Current VPAT or Accessibility Conformance Report for the customer-facing web payment portal.

- Disclosure of Cybersecurity Incidents. The vendor shall disclose the following: 1) security breaches within the last five years, 2) PCI compliance violations, 3) Regulatory enforcement actions, and 4) material litigation involving payment processing or data security.

- A list of other utilities they serve within the State of Florida; include number of customers for each listed utility and duration of service agreement. (limit 1 page)

- Describe the availability of routine technical support, emergency technical support, policy on providing software upgrades and enhancements in the future. (limit 500 words)

- Proposed implementation process with timeline and tasks; flow chart(s) are strongly advised to map the process. (limit 3 pages)
- Third parties. Identify every subcontractor and third party in the proposed payment stack, including gateway, processor, acquirer, IVR provider, SMS aggregator, and hosting provider, and state the role of each.
- Key personnel. Name the Proposer's implementation manager and account manager and provide their resumes.
- Training. Describe the training to be provided to District staff, including format, duration, and materials, and provide a sample of the training materials.
- Optional - Token migration experience. Describe prior processor-to-processor credential and token migrations, including any migration from FISGlobal, with the number of credentials migrated and a reference for at least one completed migration.
- Standard agreement. Provide the Proposer's standard merchant services or payment services agreement and every document incorporated into it by reference, as required in the General Information & Requirements section.
- Exceptions. Complete Exhibit E.

Pricing must be submitted with the proposal for the service areas as follows, as applicable:

- Provide the projected all-in cost for each of five (5) contract years by completing the Exhibit B table. The worksheet is provided in the accompanying Microsoft Excel file LRDPaymentServices.xlsx, which is incorporated into and forms part of this RFP, and may be expanded by the Proposer to show estimated Total Annual Costs. For comparability, all Proposers must assume that transaction volumes remain constant across the five years. The sum of the five annual totals is the five-year cost of ownership that will be scored under evaluation factor 5.
- Pricing models may be flat charge or interchange plus only. Qualified/non-qualified and other tiered card pricing models are not accepted. "Flat charge" means a single fixed per-transaction fee, or a single blended percentage rate plus a fixed per-transaction fee, applied uniformly regardless of card type, issuing bank, or entry method. eCheck and ACH transactions must be priced as a flat per-item fee; percentage-of-volume pricing for eCheck or ACH will not be accepted.
- If pricing model is "interchange plus" the vendor must provide:
  - A Low and High Estimate of annual interchange, assessments, and vendor fees based on the transaction data provided by the District.
  - Commit to assign and maintain merchant category code 4900 (Utilities) for the District's merchant account(s) and to enroll the District in each card network's utility interchange program for which it is eligible. If a transaction fails to qualify for the applicable utility interchange rate for reasons within the Contractor's control, the Contractor shall bear the difference.

    - Explain all processor and vendor fees and assessments.
- Per chargeback and Direct Debit/ACH reject fees
- Annual service/system costs
- Hardware costs for accepting counter payments at one (1) location
- Implementation or setup fees
- Clearly explain any other associated fees, costs, or charges

Required Forms:

Exhibit A - Proposal Certification form signed by a representative of the company authorized to commit to the provisions of the proposal.

Exhibit B – Estimated Annual Cost Breakdown worksheet. This worksheet is available in the transactions Excel file and may be expanded by the vendor.

Exhibit C – References. Proposers must provide five (5) reference accounts to whom the Proposer is presently providing services as specified in this RFP, stating for each the number of customers served and the duration of the service agreement. The District may contact references at any point after the proposal due date.

Exhibit D – Drug Free Workplace Certification.

Exhibit E – Exceptions to RFP Terms and Conditions.

SELECTION PROCESS & EVALUATION FACTORS

Following the deadline for submittal of proposals, a selection committee will review, analyze and rank all Vendor solutions based on their response to the information requested.

The District reserves the right to finalize a Contract based on all factors involved in the written qualification's submittal without further discussion or interviews.

The District may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the material presented in any part of the proposal. However, Vendors are cautioned that this provision is not mandatory; therefore, all proposals, both cost and technical, should be complete and concise and reflect the most favorable terms available from the Vendor.

If desired, the selection committee may shortlist the number of qualified respondents. The District reserves the discretion to determine the number of respondents that will be on the short list.

The selection committee may conduct discussions with the respondent(s) submitting responses regarding the contract and intends to select from among them the respondent(s) deemed most qualified to provide the required services. At the discretion of the District, the discussions with the respondent(s) may consist of written questions and responses, and/or personal interviews with members of the respondent(s).

Representatives of the District will evaluate individual proposals. Any Vendor determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further.

Scoring method. Each committee member will independently score each proposal against factors 1 through 4. Individual member scores for those factors will be averaged. Price scoring (Factor 5) will be implementation fees plus five times the estimated annual transaction fees reported in the submittal worksheet with lower costs scoring higher. Demonstrations, if held, may result in committee members revising their scores for factors 1 through 4; price scores will not change. In the event of a tie in total points, the preference described in Exhibit D will be applied, and if a tie remains it will be resolved under the District's Procurement Policy.

A selection committee will evaluate each Vendor's proposal and rank each respondent on the basis of the following criteria.

Factor	Description	Points
1	Functional Fit / Comprehensiveness of Solution / Desired Features	**25**
2	Technology, Operational and Security Considerations	**20**
3	Experience, stability of vendor, and References	**20**
4	Implementation, Training, and Conversion (including AutoPay transfers)	**20**
5	Price (5-year cost of ownership)	**15**
	Total	**100**

The selection committee will make a formal recommendation to the District Governing Board. Upon Board approval, the District will award a contract to the responsible Vendor whose proposal meets the requirements of the RFP and provides the best value to the District.

END OF SELECTION PROCESS & EVALUATION FACTORS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Vendors are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the Loxahatchee River Environmental Control District and the successful vendor. Changes to this invitation for proposal may be made only by written amendment issued by the District Purchasing Department. Vendors are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective Vendors, prior to proposal opening. Oral explanations or instructions given by any District agent are not binding and should not be interpreted as altering any provision of this document. Vendor certifies that this proposal is made without reliance on any oral representations made by the District.

The obligations of the Loxahatchee River Environmental Control District under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. COMPLIANCE WITH LAWS AND CODES: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. Any hardware supplied under this contract shall meet all applicable UL, FCC, and other Federal and State safety and equipment requirements. Vendor further certifies that, if it is the successful vendor, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.

   The District's Procurement Policy and then the laws of the State of Florida shall prevail as the basis for contractual obligations between the successful vendor and Loxahatchee River Environmental Control District for any terms and conditions not specifically stated in the Invitation for Proposal (e.g., determination of award for tie proposals).

b. DISCRIMINATION PROHIBITED: the District is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful vendor is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, or marital status.

c. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful vendor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful vendor's sole direction, supervision, and control. The successful vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful vendor's relationship, and the relationship of its employees, to the DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT.

d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires DISTRICT to notify all vendors of the following: "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 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

e. NON-COLLUSION: Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more vendors over other vendors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, proposal, quotation, proposal or other act incident to doing business with DISTRICT may result in permanent debarment.

   No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor proposal list(s), and/or debarment or suspension from doing business with Loxahatchee River Environmental Control District.

f. LOBBYING: Vendors are advised that the "Loxahatchee River Environmental Control District Procurement Policy" prohibits a vendor or anyone representing the vendor from communicating with any District Governing Board Member, or any employee authorized to act on behalf of the Governing Board to award a particular contract regarding its proposal, i.e., a "Cone of Silence".

   The "Cone of Silence" is in effect from the date/time this solicitation is advertised, and terminates at the time that the District Governing Board awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

   Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

g. CONFLICT OF INTEREST: All vendors shall disclose with their proposal the name of any officer, director, or agent who is also an employee or a relative of an employee of DISTRICT. Further, all vendors shall disclose the name of any DISTRICT employee or relative of a DISTRICT employee who owns, directly or indirectly, an interest of ten percent or more in the vendor or any of its subsidiaries.

h. SUCCESSORS AND ASSIGNS: The DISTRICT and the successful vendor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the DISTRICT nor the successful vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

i. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful vendor shall indemnify, save harmless and defend the DISTRICT, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these proposal documents and/or resultant contract.

j. PUBLIC RECORDS: Any material submitted in response to this invitation for proposal is considered a public document in accordance with Section 119.07, F.S. The District will not withhold material on the basis of an unsupported or blanket claim of confidentiality.

k. The Contractor shall comply with the public records obligations imposed on contractors by section 119.0701, Florida Statutes. The statutory notice identifying the District's records custodian, with the custodian's telephone number, email address and mailing address, will be included in the resulting contract in the form and location required by that section.

l. INCORPORATION, PRECEDENCE, and JURISDICTION: This Invitation for Proposal shall be included and incorporated in the final award. The order of contractual precedence shall be the proposal document (original terms and conditions), proposal response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

m. LEGAL EXPENSES: The DISTRICT shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. PROPOSAL SUBMISSION

a. SUBMISSION OF RESPONSES: Responses shall be submitted in PDF format through DemandStar listing. FAILURE TO SIGN THE PROPOSAL RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE PROPOSAL.

b. CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this proposal, the vendor must include with its proposal a copy of all professional or occupational licenses applicable to the services being procured, in the name of the vendor shown on the proposal response page. It shall also be the responsibility of the successful vendor to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Loxahatchee River Environmental Control District. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the successful vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. DRUG FREE WORKPLACE CERTIFICATION: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with proposal response in order to be considered for a preference whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by DISTRICT.

d. CONDITIONED OFFERS: Vendors are cautioned that any condition, qualification, provision, or comment in their proposal, or in other correspondence transmitted with their proposal, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their proposal as non-responsive.

e. PRICING:

   1. Unless specifically requested in the proposal specifications or permitted by a special condition, any proposals containing modifying or escalation clauses shall be rejected. The annual adjustment mechanism set out in the General Information & Requirements section is a special condition for this purpose.
   2. The price offered must be in accordance with the unit of measure provided on the proposal response page(s).
   3. Unit prices stated in dollars shall be within two (2) decimal points. Percentage rates, may be stated to four (4) decimal places and will not be rounded.
   4. Vendor warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of proposal opening to allow for evaluation and award.
   5. Vendor warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
   6. In the event of mathematical error(s), the unit price shall prevail and the vendor's total offer shall be corrected accordingly.
   7. Proposals are submitted electronically; a Proposer may revise and re-upload its submission at any time before the due date and time.
   8. Vendors may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes unless otherwise specified in the special conditions. Vendors should reflect any discounts to be considered in the unit prices proposal.

f. SUBMITTING NO PROPOSAL or NO CHARGE: Vendors not wishing to propose some items sought by this solicitation should mark those items as "no proposal." If some items are to be offered at no charge, vendors should mark those items as "no charge." Items left blank shall be considered a "no proposal" for that item, and the proposal shall be evaluated accordingly. Vendors who do not wish to submit proposals on any item in this solicitation may advise the Purchasing Agent by email, identifying the solicitation number.

g. ACCEPTANCE/REJECTION OF PROPOSALS: Loxahatchee River Environmental Control District reserves the right to accept or to reject any or all proposals. Loxahatchee River Environmental Control District also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the proposal of any vendor who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of vendors in order to make a determination as to its ability to perform.

Loxahatchee River Environmental Control District reserves the right to reject any offer or proposal if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the District, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some proposal line item <u>and</u> significantly greater than fair market price for other proposal line items. Fair market price shall be determined based on industry standards, comparable proposals or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or proposal is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

h. <u>NON-EXCLUSIVE</u>: The District reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Loxahatchee River Environmental Control District reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

i. <u>OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES</u>: Loxahatchee River Environmental Control District encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

j. <u>PERFORMANCE DURING EMERGENCY</u>: By submitting a proposal, vendor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Loxahatchee River Environmental Control District shall be given "first priority" for all goods and services under this contract. Vendor agrees to provide all goods and services to Loxahatchee River Environmental Control District during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Vendor shall furnish a 24-hour phone number to the District in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the vendor subject to sanctions from doing further business with the District.

k. <u>SALES PROMOTIONS / PRICE REDUCTIONS:</u> Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful vendor shall extend to the District the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, <u>shall</u> be passed on to Loxahatchee River Environmental Control District.

4. PROPOSAL OPENING/AWARD OF PROPOSAL

a. OBSERVING THE PUBLISHED PROPOSAL OPENING TIME: The published proposal opening time shall be scrupulously observed. It is the sole responsibility of the vendor to ensure that their proposal arrives at the DemandStar listing prior to the published proposal opening time. Timeliness is determined solely by the DemandStar submission timestamp. A proposal not fully uploaded to DemandStar before the due date and time shall not be considered. Proposals by telephone, email, or facsimile shall not be accepted. Vendors shall not be allowed to modify their proposals after the published proposal opening time.

b. POSTING OF AWARD RECOMMENDATION: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.loxahatcheeriver.org prior to final approval, and shall remain posted for a period of five (5) business days. The official posting in the Purchasing Department shall prevail if a discrepancy exists between the referenced listings.

c. PROTEST PROCEDURE: Protest procedures are provided in the Loxahatchee River Environmental Control District Purchasing Procedures. Protests must be submitted in writing, addressed to the Purchasing Agent, via email to Purchasing@lrecd.org, hand delivery, or mail. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within two (2) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. A formal written protest shall be filed within five (5) business days after the protesting party files the Notice of Protest. Failure to file protest as outlined in the Loxahatchee River Environmental Control District Purchasing Procedure shall constitute a waiver of proceedings under the referenced District Procedures. A copy of the District's protest procedure is available from the Purchasing Agent on request. The filing of a protest does not stay the solicitation or award unless the District so directs in writing.

5. CONTRACT ADMINISTRATION

a. IMPLEMENTATION AND ACCEPTANCE: The Contractor shall meet the implementation milestones in the schedule agreed at contract execution. Time is of the essence. Should the Contractor fail to meet a milestone, the District reserves the right to require a written corrective action plan and, if the failure is not cured, to terminate the contract and procure the services elsewhere. Acceptance is governed by the Final Acceptance provision in the General Information & Requirements section. Any hardware delivered shall be shipped at the Contractor's risk, and the Contractor is responsible for all claims against carriers for missing or damaged items.

   Hardware shall not be considered accepted until an authorized agent for the District has, by inspection or test, determined that it complies with specifications. The District may return, at the expense of the successful vendor and for full credit, any item(s) received which fail to meet the District's specifications or performance standards.

b. FEDERAL AND STATE TAX: Loxahatchee River Environmental Control District is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful vendor, upon request. Successful vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor are successful vendors authorized to use the District's Tax Exemption Number in securing such materials.

c. PAYMENT: Payment shall be made by the District after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. CHANGES: The Purchasing Agent, Loxahatchee River Environmental Control District, by written notification to the successful vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful vendor shall not amend any provision of the contract without written notification to the Purchasing Agent, and written acceptance from the Purchasing Agent.

e. DEFAULT: The District may, by written notice of default to the successful vendor, terminate the contract in whole or in part if the successful vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the District terminates this contract in whole or in part because of default of the successful vendor, the District may procure goods and/or services similar to those terminated, and the successful vendor shall be liable for any excess costs incurred due to this action.

   The District may terminate the contract without cause upon not less than ninety (90) days' prior written notice, subject to the transition assistance obligations in the General Information & Requirements section.

f. ACCESS AND AUDITS: The vendor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the vendor's place of business.

g. EFFECTIVE: The submission of the Proposal will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and the District when written Notice to Proceed has been given by the District through its authorized agent or a Purchase Order has been issued to the Contractor covering same.

h. DOCUMENT:The Contract shall be comprised of the documents listed in the Table of Contents to the Invitation to Proposal and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the District. The Contract will bind the District, and the Vendor and their partners, successors, assigns, and legal representatives. The executed services agreement, when signed, shall also form part of the Contract and shall take precedence over the other documents as provided in the order of precedence in the General Information & Requirements section.

6. VENDOR PERFORMANCE REVIEWS AND RATINGS

The District may develop a vendor performance evaluation report. This report shall be used to periodically review and rate the vendor's performance under the contract with performance rating as follows:

Satisfactory:	Meets requirements
Unsatisfactory:	Does not meet requirements

The report shall also list discrepancies found during the review period. The vendor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract services and extension.

END OF GENERAL CONDITIONS

Exhibit A - PROPOSAL CERTIFICATION

Respondent hereby certifies that they have read, understand and agree that acceptance by the Loxahatchee River District of the Respondent's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Loxahatchee River District's RFP and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

RESPONDENT SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX#
STATE ZIP	DATE
WEBSITE: _	EMAIL ADDRESS: ___________________________

I HEREBY CERTIFY THAT:

1. **I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.**
2. **TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.**
3. **MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).**

PRINTED OR TYPED NAME	**TITLE**
SIGNATURE	**DATE**

Exhibit B - Estimated Annual Costs Breakdown Worksheet

This worksheet is provided in the accompanying Microsoft Excel file LRDPaymentServices.xlsx, which is incorporated into and forms part of this RFP, and may be expanded by the Proposer to show estimated Total Annual Costs.

Estimated Annual Costs Breakdown Worksheet				
This worksheet my be expanded by the vendor to show estimated Total Annual Costs				
Enter data into **green** cells, and adjust data types and formulas as needed				
* Estimated Counts and Volume computed from transaction data provided in this worksheet				
Transaction Fees				
eCheck	21,266	$ 5,727,195	$ -	$ -
ACH Accounts to move from the District to new provider	14,000	N/A		$ -
Visa/MC/Discover	44,388	$ 5,253,349	$ -	$ -
American Express	7,462	$ 861,244	$ -	$ -
Interchange (if applicable)				
Low Estimate:				
Visa/MC/Discover		$ 5,253,349	0.00%	$ -
American Express		$ 861,244	0.00%	$ -
High Estimate:				
Visa/MC/Discover		$ 5,253,349	0.00%	$ -
American Express		$ 861,244	0.00%	$ -
Computed Mid Estimate:				
Visa/MC/Discover			0.00%	$ -
American Express			0.00%	$ -
Processor/Network Fees (if applicable)				
eCheck	21,266	$ 5,727,195	0.00%	$ -
Visa/MC/Discover	44,388	$ 5,253,349	0.00%	$ -
American Express	7,462	$ 861,244	0.00%	$ -
Total Transaction Fees				**$ -**
Other Fees				
Annual Fees and Charges:				
Web Platform				$0.00
IVR				$0.00
SMS				$0.00
Chargeback Fees				$0.00
ACH Reject Fees				
Total Other Fees				**$0.00**
TOTAL ESTIMATED ANNUAL COSTS				**$ -**
Implementation Fees				
Payments Device for Front Desk				
Other Implementation Fees				
Total Implementation Fees				**$0.00**

Exhibit C - REFERENCES

Preference may be given to those respondents who have contracted with Utilities similar to the District. For each reference, state the number of customers served and the duration of the service agreement.

RESPONDENT SUBMITTING PROPOSAL: ____

Company Name:
Address:
Contact Person:
Telephone: Email:
Customers Served: Duration:

Company Name:
Address:
Contact Person:
Telephone: Email:
Customers Served: Duration:

Company Name:
Address:
Contact Person:
Telephone: Email:
Customers Served: Duration:

Company Name:
Address:
Contact Person:
Telephone: Email:
Customers Served: Duration:

Company Name:
Address:
Contact Person:
Telephone: Email:
Customers Served: Duration:

Exhibit D - DRUG-FREE WORKPLACE CERTIFICATION

<u>IDENTICAL TIE BIDS/PROPOSALS</u> - In the event of tie bids, the winning proposal will be selected based on the procedure established in the Loxahatchee River Environmental Control District Procurement Policy, which may be found online at www.loxahatcheeriver.org.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal/proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Loxahatchee River Environmental Control District for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(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 proposal a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 893, Florida Statutes, 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by ____ the
(Individual's Name)

__________________________________ of ____________________________________
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.