



**CITY OF RIVIERA BEACH
REQUEST FOR PROPOSALS
FOR
BANKING SERVICES
(RFP 455-14)**

**CITY OF RIVIERA BEACH
600 WEST BLUE HERON BOULEVARD, SUITE 140
RIVIERA BEACH, FL 33404**

Pamela Daley, Senior Procurement Specialist
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The City of Riviera Beach, Florida (CITY) is seeking sealed proposals from qualified Respondents to provide Banking Services for the City of Riviera Beach.

This solicitation provides guidelines for submission and outlines the essential services desired for the proposal. Submittals will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until 3:30 pm (EST) Tuesday, July 29, 2014.

Late submittals will not be accepted or considered.

This Public Solicitation document, including a scope of services may be obtained by visiting the CITY's web-site at www.rivierabch.com. Additionally, proposals may be obtained at the City of Riviera Beach, Purchasing Department, 2391 Avenue "L", Riviera Beach, FL 33404.

Responses shall be prepared, addressed and submitted in compliance with the instructions set forth in the solicitation documents. The CITY reserves the right to reject any or all proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the CITY.

REFER ALL QUESTIONS TO:

Pamela Daley, Senior Procurement Specialist
Phone: 561-845-4180 Fax: 561-842-5105
E-Mail: pdaley@rivierabch.com

PLEASE SUBMIT TWO (2) ORIGINAL HARD COPIES AND SEVEN (7) DIGITAL COPIES ON (DVD\CD OR USB DRIVE).

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GENERAL TERM & CONDITIONS

SECTION 1

1-1 PURPOSE

The City of Riviera Beach (CITY) is soliciting proposals from qualified public depositories (hereinafter referred to as the "Bank") to provide comprehensive banking services and certain investment services for all City funds with the exception of the employees' pension funds which are organized and administered separately. The City intends to contract with a Bank that is fiscally strong, able to provide all required services on an uninterrupted basis at the most advantageous cost to the City.

It is the intent of the City to select one bank to provide all services. The City reserves the right to award to more than one Bank, in the best interest of the City. The City reserves the right to enter into an agreements with financial institutions other than Banks

The terms of this contract will be for a period of three years with an option to renew for an additional two years.

1-2 PROPOSAL REQUIREMENTS

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the CITY. It is the intent of the CITY to select a single respondent to supply the services necessary for successful completion of the proposal as defined herein; however, the City reserves the rights to award to more than one respondents. Nothing in this RFP is intended to restrict the CITY in any way in the selection of the proposal that best meets the needs of the CITY. **The CITY reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.**

Each Respondent is required, before submitting its proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. The Respondent will not be relieved of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. The Respondent is to insure that all pages are included. Therefore, all Respondents are advised to closely examine this package and their Proposal prior to submittal.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal. Proposals shall be presented in a clear and concise format, on 8 ½" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The Respondent is asked to limit marketing materials and excess verbiage yet, sufficiently provide their qualifications, cost, and other information pertinent for evaluation. Only one proposal may be submitted by each Respondent.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Respondents.

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, RFP title, deadline date and hour for receipt of Proposals, along with the firm's name.

The Firm(s) and its Principal(s) in charge of the relationship with the CITY must have demonstrated experience in providing the type of assistance requested in this Request for Proposals (RFP). Written

proposals should be brief, but may be accompanied by preprinted brochures. Proposals shall include at least the following (in this order):

A. Proposal Formatting: The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted:

1. **Introduction Letter** - Provide a letter which introduces the Respondent and provides the corporate name (if applicable), address and telephone number of the principal office. Provide a statement of understanding, a commitment to perform the services required, and a statement regarding any recent or foreseen mergers or acquisitions. **The Introduction Letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.**
2. **Attachment B, Administrative Information, Respondent Information, References** - Provide completed Attachment B (1, 2 & 3), Respondent Information.

Identify the primary relationship manager and designated alternate, list other key personnel to provide services under the contract. Include a resume(s) for the primary relationship manager(s). Provide an organization chart for personnel associated with the City's accounts, including the role of each person and an illustration of the relationships among the personnel. In the case of presentations, the primary relationship manager must be present.

Provide a map identifying the location of each branch office within the City of Riviera Beach. Include the address and hours of operation for each. Please denote full service locations.

Describe the Bank's philosophy and approach to satisfying the City's banking and customer service requirements. Advise what is distinctive about the Bank's approach to customer service and the use of automation and technology and real-time information.

Provide client references from three of the respondent's current, comparable accounts. Governmental client references are preferred. Include the length of time under contract, a reference name, title, telephone number and email address. A reference person must be someone who has personal knowledge of the Respondent's performance. The reference person must have been informed that they are being used as a reference and that the City may check references.

3. **Financial Information** - Provide a summary of the Respondent's financial resources, including the last two fiscal years certified audited financial statements including auditor's opinion and appropriate notes to financial statements.

Submit the following ratios as of *December 31, 2012 and December 31, 2013*:

- a. Primary capital to total assets.
- b. Total capital to total assets.
- c. Net charge-offs to average loans.
- d. Temporary investments less volatile liabilities to total assets.
- e. Equity capital less goodwill to total assets.
- f. Nonperforming assets to equity capital plus reserves.
- g. Pretax earnings (before securities gains and losses) to total assets.

4. **Banking Services** – Provide information on banking services offered to the City, including:
 - a. Web-based and/or electronic methods. Provide specifics on real-time information provided. Include information regarding the frequency and format of reports, sample reports, hours of

availability for the service(s), security features, setup (hardware and software) requirements, and training and support services offered.

- b. ACH transactions: requirements, processes and deadlines. Advise when funds will be available, if it is possible to reverse or cancel an ACH file, and the applicable procedures and rules.
- c. Stop payment process: on an automated or manual basis.
- d. Direct deposit: how billed and processed. List appropriate cutoff times and discuss the one-day versus two-day window requirements. Advise whether it is possible to reverse an individual direct deposit item. Please advise options in lieu of a check for employees that do not presently have direct deposit.
- e. Remote deposit services. Processing procedures, deadlines, return items, check scanners, costs, deposit deadlines.
- f. Safekeeping procedures. Provide procedures and policy. Please provide a copy of the proposed agreement.
- g. Credit Card Processing Services and Electronic Processing of Checks. Please provide detailed information and associated costs. Please describe the monitoring capabilities available, the information provided with returned items, state the cut-off time for credit card transactions.

If the Bank will be using other firms to assist in fulfilling the service requirements, provide a list of the subcontractor(s) that will be used and the service they will provide.

Provide three (3) references of credit card merchant accounts serviced by the Bank. Include a contact person and telephone number for each reference. Name the person in the Bank who would be primarily responsible for handling credit card services for the City, including the person's title, address and telephone number. For all sub-contractors to be utilized, provide services to be performed, name of firm address of firm, contact person and financial statements.

- h. Wire transfers. Please include a copy of the proposed wire transfer agreement. Include information regarding policy and procedure including opening hour, cut-off time, how wires can be cancelled, charges for cancellation, cut-off time for same day credit, policy in case of transfer failure, how will the City be notified. Address security access codes, controls to prevent wire transfer fraud, wire transfer failure, and the City's ability to track the status of transfers once initiated whether electronically or by telephone.
- i. The sweep mechanism and processes. Focus on the Bank's most cost effective structure for the City. Detail whether the sweep would be from a master account with ZBAs or directly swept from the individual accounts. Detail the cost structure for ZBAs and direct sweep options, as applicable. Describe how sweep activity would be reported on a daily and monthly basis.
- j. Please present a formula for changing the compensating balance as transaction activity and other significant factors change each month. The imputed interest on the compensating balance should be stated or deducted from fees between the compensating balance and the fees quoted. Also address the method and time frame of settlement of excess (shortage) of compensating balance.
- k. The bank's policy and methodology used in setting rates paid on interest bearing accounts. Indicate whether based on a market rate such as T-bill, discount or yield rate or the federal funds rate, etc. and when the rates are changed.

1. Provide investment options available to the City for balances in excess of the compensating balance required.

- m. Earnings Credit
 - i. Index to which earnings credit rate is tied
 - ii. Method by which investable balance is calculated
 - iii. Previous twelve month rate

- n. Repurchase processes and
 - I. Index to which it is tied
 - II. Spread
 - III. Daily rates that would have been paid for April and May 2014
 - IV. Applicable charges

- o. Line of Credit. Please advise of index, provide proposed agreement and indicate options for term-mode conversion offered by your institution.

- p. Advise whether there will be pass-through FDIC assessment charges on all, some or none of the City's accounts. Provide details. If charges are to be passed-through, advise how charges are to be paid and whether the charges can be paid for through the use of compensating balances.

- q. Discuss the Bank's ability to accomplish the purchase of Treasury notes and bills and agency securities for investment, including the charge for the service however obtained (e.g. mark-up of one basis point over market).

- r. Provide copies of proposed agreements, not otherwise included, that will require the City's signature for banking services.

- 5. DISASTER PREPARATION AND RECOVERY** - Please submit information on the Bank's disaster preparation and recovery plans. Include information regarding the Bank's electronic procedures and/or manual systems used to provide banking services along with backup and recovery capabilities; and the Bank's ability to make cash available before, during, and after an emergency situation. Provide the names of 24/7 emergency contact personnel, phone numbers and email addresses for disaster planning and recovery related services.

- 6. CITY EMPLOYEES** - Presently City employees who utilize direct deposit for payroll distribution are eligible for a checking or a savings account without a monthly service fee, and receive discount on mortgage points and safety deposit boxes. Please identify services that would be offered to City employees. The City has approximately 650 employees.

- 7. ALTERNATIVE SERVICES** - The City makes effort to stay current with cash management technological improvements and plans to continue to expand functions in this area. Provide information not already included which the Respondent believes relevant to the selection of a bank and/or proposed alternatives to the City's existing methods of operation. Provide applicable costs. The City may elect to use some, all, or none of the offered services. The City's use of any alternate services will be contingent on cost and feasibility.

- 8. ATTACHMENT C - FEE SCHEDULE** - Complete and submit Form C, Fee Schedule, provided to detail all anticipated services. The average monthly volumes stated are approximate, are subject to change, and shall not be construed as minimum/maximum volume. List new or proposed services and associated fees on Form C under Additional Services. Attach additional information as required.

Banking services identified within the RFP or submitted in the Respondent's proposal which do not have an associated fee will be considered provided at no additional cost to the City. Submit a copy of the fee schedule in an electronic non-PDF format. This does not preclude submitting a copy of the fee schedule inside your proposal in PDF.

9. TRANSITION SCHEDULE - Provide a brief transition plan. Advise the amount of lead-time that should be expected; plans for educating and training City employees in the use of systems, any and all costs associated with conversion and/or training.

10. PROCUREMENT CARD SERVICES - Provide detailed information regarding procurement card services which can be provided and all associated costs. Include information regarding spending and fraud controls, electronic card program management, reporting, data capture, fees and charges, billing and payment, merchant acceptance, and implementation. Please detail program administrator capabilities and capabilities given to cardholders, define reporting capabilities and the process of report generation including information such as length historical data is available, report types, time between when a transaction is completed to when it is available in the reporting system, ability to provide customized reports and the costs associated with these offerings. Discuss support offering, including hours of operation, service level commitments and skills maintained by the personnel/service organization.

Discuss any rebate/reward programs that are offered based upon transaction volume.

Identify key personnel that would be assigned to oversee the City's procurement card program. Include name, title, contact information, roles and responsibilities for each.

Provide three (3) references of clients similar in size serviced by the Bank. Include a contact person and telephone number for each reference. Name the person in the Bank who would be primarily responsible for handling procurement card services for the City, including the person's title, address, telephone number and resume.

11. PROOF OF INSURANCE - Respondent shall state whether or not they are in compliance with the insurance requirements as described herein regarding minimum coverage. Proof of compliance will be required once a Respondent is selected.

12. ATTACHMENT D - REPRESENTATIONS AND DISCLOSURES - By submitting its Proposal, Respondent acknowledges that its Proposal may become part of any contract entered into between the City and Respondent for the project or study. By submitting its Proposal, Respondent shall make the following representations and disclosures, and shall submit **Attachment D**.

a. Conflict of Interest. Respondent has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Respondent has identified the name of any officer, director, or agent who is also an employee or official of the City of Riviera Beach. Further, Respondent has disclosed the name of any City employee who owns, directly or indirectly any interest in the Respondent's firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any proposing team from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

b. Good Faith. Respondent represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.

c. Financial. Respondent certifies that Respondent has not filed for bankruptcy in the past five (5) years. A statement of Solvency and financial capability must be submitted.

d. Criminal. Respondent certifies that neither Respondent nor any of Respondent's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

e. Procurement. Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any Federal, state or local government agency project and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a solicitation to the City of Riviera Beach for 36 months following the date of being placed on the convicted vendor list.

f. No Contingency. Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent, any fee, Council, percentage, gift, or any other consideration contingent upon or resulting from an award.

g. Truth in Negotiation. Respondent certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current and the time of contracting and no higher than those charged to the Respondent's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

h. Use of Funds. Respondent certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

i. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of Proposal information to third parties.

13. Non-Collusion Affidavit. (Located in Required Forms)

14. Insurance: Respondent shall be required to provide certificate(s) of insurance within seven (7) days of receipt of Notice of Intent to Award.

Detailed information regarding each proposal section is set forth below. The following checklist is not to be construed as identifying all required submittals for this RFP. Each Respondent is responsible for reading the entire document to ensure compliance. Responses shall include sufficient information to clearly demonstrate a comprehensive understanding on the part of the respondent of the objective and scope of this document, compliance with the Minimum Requirements and the capacity to perform.

1-3 COMPENSATION-SEALED COST PROPOSAL

In a separate sealed envelope, clearly state “**Cost Proposal**”. This section of the proposal should clearly state the proposed cost for the required services. A firm fixed fee contract will be awarded by the CITY. The sealed cost proposal should contain all pricing information relative to performing the described services outline in this solicitation for the CITY. The total all-inclusive fee should contain all direct and indirect costs including all out-of-pocket expenses.

The CITY will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed cost proposal. Such costs should not be included in the proposal.

1-4 PROPOSAL SUBMISSION AND OPENING

All proposals must be received by the City of Riviera Beach no later than **3:30 pm, Tuesday, July 29, 2014** in order to be considered. The following is required to be included in the proposal:

Two (2) original hard copies and seven (7) sets on CD\DVD or USB of a comprehensive proposal to include brochures, appendix and City required forms.

The response provided for each category should be tabbed separately but numbered sequentially.

Interested parties should send their completed responses to the following address:

**City of Riviera Beach
Office of the City Clerk
600 West Blue Heron Boulevard, Suite 140
Riviera Beach, FL 33404**

The CITY shall not accept or consider responses submitted via facsimile transmission or email.

1-5 INQUIRIES

For additional information, the CITY encourages qualified firms to contact Pamela Daley, Senior Procurement Specialist, at (561) 845-4180 or via email pdaley@rivierabch.com Monday through Friday between 8:30 a.m. to 5:00 p.m.

1-6 PROPOSAL DISCLOSURE

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Firms submitting proposals must invoke in writing the exemptions to disclosure (provided by law) in the response to this Request for Proposals by referencing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

1-7 ACCEPTANCE OR REJECTION OF PROPOSALS

The CITY reserves the right to reject any and all submittals when (1) such rejection is in the best interest of the CITY; or (2) if the submittal contains any irregularities; provided, however, that the CITY reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal. The CITY reserves the right to cancel this Request for Proposals at any time and/or to solicit and re-advertise for other proposals. The CITY is not obligated to enter a contract on the basis of any proposal submitted in response to this document.

1-8 DEVELOPMENT COSTS

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this public solicitation.

1-9 PUBLIC ENTITY CRIME

Pursuant to Florida Statutes Section 287.133, as amended: 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 Respondent , supplier, sub respondent , 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 FS. 287.017 CATEGORY TWO: \$35,000.00 for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

1-10 CODE OF ETHICS

If any firm violates or is a party to a violation of the code of ethics of the State of Florida with respect to this proposal, such firm may be disqualified from performing the work or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from competing on any future proposals for work, goods or services for the CITY.

1-11 EQUAL OPPORTUNITY REQUIREMENTS

It is the policy of the CITY to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the CITY's contracting and procurement programs. It is further the policy of the CITY to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, creed, sex, age, handicap or veteran's status. Each firm should state it's commitment to meet these same requirements.

Respondent shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

1-12 CONTRACTUAL AGREEMENT

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the law of the State of Florida. Any contract or agreement required by the vendor must be enclosed at the time of submittal.

1-13 INDEMNIFICATION

The Respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the CITY OF RIVIERA BEACH, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Respondent shall secure and maintain General Liability Insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the Respondent shall provide the CITY with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance currently in effect.

1-14 CONE OF SILENCE

No entity filing a response to this RFP shall through their principal, attorneys, or agents, contact the City Council nor City Staff for the purposes of discussing any aspect of this RFP for any possible decision on the RFP; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council or City Staff. **Any action in violation of this provision shall be cause for disqualification of RFP.**

1-15 NON-COLLUSION STATEMENT

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

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

Agent, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

1-16 LOBBYING

Contact with any CITY employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFP, shall be grounds for elimination from the selection process. This restriction includes lobbying any CITY employee, appointed official or elected official.

Lobbying consists of introduction, communication, discussions related to the selection process, or any other discussions or actions that may be interpreted as attempting to influence the outcome of the selection process for the project. This includes holding meetings thereof, engaging in the aforementioned prohibited lobbying and/or prohibited contact; which actions may immediately disqualify the Respondent from further CITY consideration for this project. Lobbying does not include any oral presentations before evaluation/selection teams, contract negotiations, or public presentations made to the CITY during any duly noticed public meeting.

By submitting a proposal, qualifications or other response for this RFP, the firm or individual entity certifies that it or he/she and all of its affiliates and agents have not lobbied or attempted to lobby CITY employees, appointed officials or elected officials as defined herein.

As to any matter relating to this RFP, any Respondent, team member, or anyone representing a Respondent are advised that they are prohibited from contacting or lobbying the Mayor, any City Council, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the Respondent's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential

subcontractor or Contractor of the Respondent and the Respondent's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team. **The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study**

1-17 ADDENDA TO RFP

The CITY reserves the right to amend this RFP prior to the RFP opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Department (**Pamela Daley**) minimum of ninety six (96) hours prior to the RFP submittal deadline to allow for review and subsequent clarification on the part of the CITY.

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the CITY OF RIVIERA BEACH. No employee of the CITY OF RIVIERA BEACH is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that obtained in this written RFP document.

1-18 REQUESTS FOR ADDITIONAL INFORMATION

Prior to the final selection, Respondents may be required to submit additional information which the CITY may deem necessary to further evaluate the respondent's qualifications.

1-19 GRATUITY PROHIBITION

Respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY OF RIVIERA BEACH for the purpose of influencing consideration of this proposal.

1-20 RIGHT OF WITHDRAWAL

A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1-23 EXCEPTIONS TO THE RFP

It is anticipated that respondents may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the CITY OF RIVIERA BEACH, and a description of the advantage to be gained or disadvantages to be incurred by the CITY as a result of these exceptions.

1-24 RIGHT OF NEGOTIATION

The CITY OF RIVIERA BEACH reserves the right to negotiate with the selected respondent the exact terms, conditions and commissions/fees of the contract.

1-25 DENIAL OF REIMBURSEMENT

The CITY OF RIVIERA BEACH will not reimburse respondents for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a response to this RFP.

1-26 SMALL BUSINESS ENTERPRISE (SBE)

The City's Small Business Ordinance is set forth in the Code of Ordinances and is incorporated herein by reference. Respondents are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. **A goal for SB participation under this RFP has been set in the minimum amount of 0% of the total contract value. Please note that, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.**

1-27 LOCAL BUSINESS ENTERPRISE (LBE)

REMOVED – NOT applicable to this solicitation.

1-28 LOCAL VENDOR PREFERENCES AND INCENTIVES

REMOVED – NOT applicable to this solicitation.

1-29 INCENTIVE FOR CONTRACTORS WHO SUB-CONTRACT AT LEAST 25% OF CONTRACT WITH LOCAL BUSINESSES

REMOVED – NOT applicable to this solicitation.

1-30 TRUTH IN NEGOTIATION CERTIFICATE

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the person/firm receiving the award shall execute a truth-in-negotiation certificates stating wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Contract adjustments shall be made within one year following the end of contract.

1-31 MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

All respondents have an opportunity to increase their opportunity to be awarded a CITY contract/project by maximizing their use of qualified Minority Business Enterprise (M/WBE) in accordance with the CITY's M/WBE Program. It is the policy of the City of Riviera Beach that Minority Business Enterprise M/WBE shall have the maximum opportunity to participate in and perform projects financed with City funds. Respondents are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made by all respondents to hire Minority/Women Business Enterprise participants

The CITY shall have the right to consider price, quality, past performance including meeting qualified M/WBE commitments, time required for performance and qualifications of the Respondent in making awards.

The respondent shall seek to maximize its use of qualified M/WBEs. The respondent shall complete the PARTICIPATION FOR M/WBE RESPONDENT/RESPONDENTS and LETTER OF INTENT TO PERFORM AS A MINORITY/SUB form (See Schedule One and Two) that will be provided by the CITY with the RFP package. The total qualified minority business participation shall be the percentage of the total contract/project dollar amount that will be completed by qualified minority businesses. The total qualified minority business participation shall be completed by qualified

minority businesses. The total qualified minority business participation percentage is non-cumulative; however, one or more qualified minority businesses can comprise the total qualified minority business participation percentage. The percentage of total bonus points awarded of maximum allowable points is non-cumulative and is the percentage of points to be awarded to a respondent based on the total qualified business participation.

All proposed minorities qualified business's shall provide a letter of participation on its own letterhead and signed by the chief operating officer stating the actual dollar amount or percentage of work to be completed by its own forces. This information shall be submitted in the sealed proposal packet.

1-32 PROPOSAL PROTEST COST AND FILING FEES

Section 8-101 of the City's code allows for protest. (Please reference Ordinance # 4010)

- A. Written Protest. The written protest submitted to the Purchasing Director must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the Proposal, whichever is greater up to a maximum of \$2,500.
- B. Appeal to the City Manager. The written appeal to the City Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.
- C. Appeal to the City Council. The written request for an appeal to the City Council must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2%, whichever is greater, up to a maximum of \$2,500.

Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Purchasing/Information Technology Director or City Manager, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the CITY. If the protest is denied the filing fee shall be forfeited to the CITY in lieu of payment of costs incurred by the CITY.

1-33 CITY OF RIVIERA BEACH CONTRACT

The Contract for Professional Services shall prevail as the basis for contractual obligations between the selected firm and the CITY. The term and condition of the solicitation shall be incorporated into the cities contract.

1-34 RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL

The respondent is hereby made aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The respondent understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the respondent or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of a contract entered into between the parties as justification for termination.

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INFORMATION

SECTION 2

2-1 INTRODUCTION

The City of Riviera Beach (City) is seeking proposals from qualified public depositories (Bank) to provide comprehensive banking services and certain investment services for all City funds with the exception of the employees' pension funds which are organized and administered separately. The City intends to contract with a Bank that is fiscally strong, able to provide all required services on an uninterrupted basis at the most advantageous cost to the City.

It is the intent of the City is to select one bank to provide all services. The City reserves the right to award to more than one Bank, in the best interest of the City. The City reserves the right to enter into agreements with financial institutions other than the Bank.

OVERVIEW

The City will use concentration (general clearing account), zero-balance, and disbursement accounts. Deposits to the general clearing account will be retained in that account until the funds become available at which time they will be considered collected balances. Any balances remaining in the general clearing account at close of business, including wire transfers received before the Federal Reserve "Fed Wire System" cutoff, will be automatically invested in an overnight investment instrument by the Bank. All funds shall earn at the best, then-current interest rates available at all times. Zero-balance accounts will be reimbursed at the close of the business day. These zero-balance accounts will always have a zero balance at the beginning of each business day. Transfers between the accounts will be charged to the City only as transfers and not as items deposited and checks paid. All zero-balance account transfers will take place automatically without initiation by the City. Presently, a daily repurchase agreement is maintained for all funds in excess of the compensating balance requirement.

The City's current account structure is:

1. General Clearing Account – this is the master account. Incoming wires and ACH credits are typically posted to this account. The City makes many deposits to this account per business day.
2. Zero Balance Accounts - the Bank will nightly sweep balances for the total of the debits and credits processed that day through the General Clearing Account.
 - a. Payroll
 - b. Operating
 - c. Change Fund
 - d. Recreation
 - e. Web Payments
 - f. Park & Recreation
 - g. Utilities
 - h. BNC Utilities
 - i. ACH Operating Account

The City may occasionally be closed for business on non-Bank holidays. The awarded Bank will need to advise the City any procedural requirements of the City and the Bank to ensure uninterrupted services.

2-2 SCOPE OF SERVICES

The Bank shall designate personnel who will act as liaisons with the City for all matters regarding the City's account. The primary relationship manager shall serve as a central point of contact, understand the needs of the City, have authority to make timely decisions, and be able to offer recommendations for service improvements.

The Bank shall provide a general clearing account, zero balance accounts (ZBA) and controlled disbursement accounts from which daily balance and detail reporting is available.

Banking services shall include, but not be limited to:

A. Account Analysis

Bank will supply the City with a complete account analysis as of the end of each calendar month, no later than the fifth working day of the following month. The analysis will be performed for each account individually and a consolidated analysis will include average ledger balance, average daily float, collected balance, investable balance (if reserve is required), unit costs, monthly units, total cost for each service, compensating balance required for no service charge, and balance available to support additional services.

B. Electronic Access to Account Balances and Details

The Bank will provide electronic data access to the City, or its designated representatives, into all accounts with capability of obtaining daily balances and details of each debit and credit transaction in all accounts. Data shall be available in Excel or in a format that will allow uploading and/or posting of daily transactions to the City's accounting system. A previous day's information will be available to the City no later than 7:00 AM each business day.

C. Statement Processing

All account statements must be furnished to the City no later than five (5) working days after close of business for each month. The cutoff date for statement purposes will be the last day of each calendar month. Electronic images of paid checks and deposit slips will be available to the City upon request for a minimum period of seven (7) years. All electronic reconciliation information must be identical to any and all hard copy documentation that is provided. Differences between electronic and hardcopy must be resolved by the bank within three (3) business days.

D. ACH Transactions

The Bank must have the ability to provide ACH debit and credit transactions in National Automated Clearing House Association ("NACHA") or other acceptable format. The Bank must also provide ACH blocking and filtering services for ACH debits and credits.

E. Armored Car Service and/or Cash Vault Services

Armored car service and or cash vault services shall be provided by the Bank or through a third party arrangement, on a daily basis (Monday through Friday) for same day deposit and posting from City Hall, 600 W Blue Heron Blvd., the City Municipal Marina (200 E. 13th Street, Riviera Beach, FL 33404) and from Parks & Recreation Administration located at 1621 W. Blue Heron Blvd, Riviera Beach, Florida 33404.

F. Banking Supplies

The Bank will provide all necessary banking supplies including but not be limited to: money wrappers, money bags, seals and tags, lockable zipper bags, and deposit slips in duplicate.

G. Coin

The Bank will provide coin sorting and counting.

H. Change Orders

The City requires change order requests on an as needed basis.

I. Check Cashing

The Bank agrees to cash checks drawn against the accounts of the City that are presented by City employees at its branch offices at no additional cost to the payee or City.

J. Direct Deposit

The City requires direct deposit services to pay approximately 650 City employees bi weekly every other Friday. Approximately 625 employees have direct deposit; 25 receive checks.

K. Night Deposit

Night depository capabilities shall be provided on as-required basis, for City revenue generating activities located throughout the City. The City typically requires that the activities utilize the nearest branch office of the Bank.

L. Overdrafts

The City does not intend to have a net overdraft position occur during the course of the contract period. A net overdraft is to be defined as a negative balance in the City's accounts collectively, not by individual account. The City will deposit funds equal to or exceeding the gross amount of checks issued. In the event of a net overdraft condition occurs, all checks presented for payment shall be paid. The Bank will notify the City's Director of Finance and Administrative Services immediately so that corrective action can be taken. No service fee shall be charged to the City for daylight overdrafts. In the event funds do not arrive by the end of the business day (defined as midnight), interest on any overdrawn balances will be calculated using the same formula that the City receives interest on the Automatic Overnight Investment Program. Using this formula, the City will not receive any interest on overdrawn balances, nor will the City be required to pay any interest beyond this rate. No other additional fees will be charged.

M. Positive Pay

Only those checks properly drawn by the City are to be paid. The Bank must provide the electronic capability for the City to transmit to the Bank daily a listing of the checks written in the morning of the same day. This listing will contain information such as bank account, check number, amount, and if necessary, the check issue date and payee. The Bank will assume liability for any checks paid on behalf of the City which are not on the lists transmitted to the Bank. Method of transmission to the Bank will be in a mutually agreeable format and transmitted to the Bank in time for it to be used in processing current transactions. A method of resolving discrepancies will be mutually agreed upon.

N. Remote Deposit Capture

The Bank will provide the ability for the City to use remote deposit capture, or any other bank operation system, that capitalizes on the Check clearing for the Check 21st Century Act (Check 21 Act).

O. Return Item Processing

All checks which are not paid are to be redeposited (except checks returned for stop payment or account closed) before being debited to the City's account. Return items shall be electronically transmitted to the Finance Department on the same day they are debited.

P. Stop Payment

Stop payment orders will be electronically communicated to the Bank or by telephone and confirmed in writing. Upon receipt of the stop payment the Bank will immediately examine Bank records and inform the City if the check has been paid. If not paid, the Bank will transmit a written confirmation of the stop payment. A cancellation of a stop payment order will be processed in the same manner. The Bank will automatically stop stale dated checks. Stale date for the City is ninety (90) days. All checks paid by the Bank after the above procedure has been adhered to will be the responsibility of the Bank.

Q. Wire Transfers

1. City requires all wire transfers to be processed through Federal Reserve Wire System.
2. The Bank will provide:
 - a. Two methods of entry and approval for outgoing electronic transfers. One will be the typical, on-line, real time access via-Internet.
 - b. Wires initiated by the City must be controlled in such a manner that two authorized City employees must approve of the transfers before the Bank acts on them.
 - c. The City must have the capability to enter and approve future-dated wires.
 - d. On-line templates must be available for use on repetitive and semi-repetitive wire transfers.
3. Details of security requirements:

A wire transfer agreement must be executed that outlines the security measures to be observed, to include the issuance of PINS, test keys, and call back procedures, authorized repetitive transfers, and employees authorized to initiate wire transfer.

R. Line of Credit

The Bank shall provide a minimum \$10 million line of credit based off of an appropriate variable rate index (ex. SIFMA 1-3 month LIBOR, or similar timeframe index). The line of credit would be utilized by the City to fund appropriate tax-exempt capital projects. The City desires the flexibility to fund projects on an as needed basis with the flexibility to repay the line of credit periodically with available funds or through conversion to a term mode. Please also indicate options for term-mode conversion offered by your institution.

S. Credit Card Processing Services and Electronic Processing of Checks

The Bank shall furnish an electronic credit card processing system that will provide prompt authorization, data capture, and settlement and will deliver collected funds to the designated bank account on the next banking day after the credit card payment is made. Acceptance methods shall include but not be limited to card reader/swipe, telephone, internet and mail in.

All supplies and equipment necessary to operate the credit card payment system must be provided. Training must be provided to City staff members, as appropriate. The City must be able to monitor transaction data for individual receipting locations.

The prices shall be fixed. If the Bank or subcontractor is passing on fees originated by some other organization beyond their control, the Bank may request a change in fee and support the request with proper documentation. Any change in fee will be at the discretion of the City.

Disputed and returned credit card transactions will be returned to the City. All transactions processed by the cut-off time must be credited to the City accounts on the next banking day.

Cards accepted shall include Visa, MasterCard, American Express, Discover and bank debit cards. Services provided for these cards shall include acceptance, authorization, processing, training, operations and marketing support. Acceptance and authorization services will be available 24 hours per day.

The Bank will provide and support the most current equipment available to meet the City's needs.

All data collected, stored or otherwise utilized by the Bank for activities under the contract shall remain the sole property of the City. If at any time the contract is cancelled, terminated or expires, the Bank is obligated to return all such data to the City at no additional cost and in a medium specified by the City.

T. Interest Bearing Time Certificates of Deposit (CDs)

CDs purchased for the City will be non-negotiable interest bearing time certificates of deposit in banks organized under the laws of Florida and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes (F.S.). Additionally, the bank shall not be listed with any recognized credit watch information service. CDs purchased for the City will be registered in the name of the City. Proof of collateral must be supplied to the City before the CDs are paid for.

U. Collateral

Deposits in excess of Federal Deposit Insurance Corporation coverage must be fully collateralized as described in the Florida Security of Public Deposits Act Chapter 280.F.S. The Bank must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits above the FDIC limit. Securities used to pledge against time and demand deposits must be held in an independent third party safekeeping institution outside the bank's holding company.

Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with Maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value. Immaterial short-term deviations from 102 percent requirements are permissible only upon the approval of the City's Director of Finance.

V. Automatic Overnight Investment Program

The City may elect to automatically invest the collected balance in each General Clearing Account on the Bank's books on a daily basis at the close of business, including any wire

transfers received that day. In such instances, investments shall be into instruments providing the best rate of interest to the City, in accordance with all applicable City policy.

W. Repurchase Agreement

All repurchase agreements will be for the sale and purchase of securities fully guaranteed by the United States Government. A third party custodial with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day.

If a daily repurchase agreement is maintained with the Bank for all funds in excess of the compensating balance requirement, the Bank will position the City’s account daily, and report the invested balance and interest earned. Monthly report: list for each day the index rate, spread, repurchase agreement rate, combined ledger balance, uncollected funds, collected funds, compensating balance requirement, net investable funds and interest earned.

The City reserves the right to make repurchase agreements with other financial institutions. In such cases the Bank will act as the City’s agent and assure that the repurchase agreement securities purchased are received prior to release of cash to the seller. Additionally, the Bank will complete the transaction upon maturity of the repurchase agreement, releasing the repurchase security only after cash is received for principal and interest and deposited in the City’s General Clearing Account.

X. Service Charges

The City reserves the right to utilize either a direct fee basis or a compensating balance basis (or a combination of each) for payment of services under the contract. The City reserves the right to change the fee methodology during the contract period upon no less than fifteen (15) days written notice to the Bank with the change commencing the beginning of the following month.

Y. Continuity of Service

The Bank will have and maintain sufficient staff to support the contract requirements on a continuing basis without interruption of service. Severe or repeated breakdown of service for this reason will be cause for cancellation of the agreement.

Z. Periodic Review

The City requires a review meeting at least once every six months to evaluate the working relationship between the City and the Bank. Meetings shall address any problems and potential solutions, recommended changes, new services or requirements.

The City may open additional accounts, or change account types during the contract period. If this occurs the new accounts and their services shall be charged at the same contracted amount. The banking services identified herein are not considered all-inclusive as future services may not be known and cannot be anticipated. The Bank shall notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would affect the contract.

AA. PROCUREMENT CARD SERVICES

The City presently uses procurement cards for small dollar purchases.

Figures for the month of August 2013

Number of cardholders	approximately 30 to 40 users
Number of transactions:	approximately 118
Dollar volume:	estimated amount of \$22,740.90

The City is not obligated to award procurement card services as part of a contract for banking services, but reserves the right to do so. The City reserves the right to award procurement card services to the same Bank awarded the contract as a result of this RFP process, or separately and independently of other banking services referred to in this RFP. Respondents are not required to submit information regarding procurement card services.

2-2.1 PROCUREMENT PROCESS

A. Registration

Each Respondent is requested to **register** with the Purchasing Department in order to receive any addenda to this RFP. Please complete the Registration form Attachment A and fax or email to the Purchasing Department on or before **3:30 p.m., July 29, 2014**. It is the responsibility of each Respondent to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Respondent not registered for this RFP with the City.

City of Riviera Beach Purchasing Department
Fax: 561-842-5105

B. Questions / Addenda to the RFP

No interpretation or changes in the scope or meaning of this Request for Proposals will be made to any Respondent, orally or otherwise, except at a Pre-Proposal Conference (if applicable) and by written addendum. Questions may be submitted in writing to Pamela Daley, Senior Procurement Specialist at the address or fax number below. All responses to questions submitted in writing or at the Pre-Proposal Conference will be issued via addendum to the RFP to all Respondents who are registered with the City for this RFP.

Contact with the Purchasing Department is to be for clarification purposes only.

All questions regarding this RFP should be submitted in writing and must be received not later than June 4, 2104, addressed to:

Pamela Daley, Senior Procurement Specialist
City of Riviera Beach Purchasing Department
2391 Avenue L
Riviera Beach, FL 33404
Fax: (561) 842-5105

Contact regarding this RFP with the Mayor, any City Council, officer or employee, other than the Procurement Official, is grounds for disqualification.

C. Submittal

Time is of the essence and any Proposals received after 3:30 p.m., EST, Tuesday, July 29, 2014 will be returned unopened. In accordance with the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the Office of the City Clerk. Respondents are responsible for ensuring that their proposal is clocked as received by the deadline indicated. Details regarding submittal of proposals are contained in the next section of this RFP. Proposals shall comply with the requirements of this RFP.

The City may issue written addenda regarding this RFP to all registered Respondents to clarify, comment, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline for Proposals.

The City may require additional information from one or more Respondents to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Respondent and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and be a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Respondent, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFP is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and Contractors. Respondents interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

All costs incurred by any party in responding to this RFP are the sole responsibility of the Respondent.

It is the intent of the City to select one or more Respondent to supply the services necessary for successful completion of the services/work defined in this RFP. Nothing in this RFP is intended to restrict the City of Riviera Beach in any way in the selection of the proposal(s) that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

D. Evaluation

The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal meeting all the needs of the City and make a recommendation for contract award. The Procurement Official will advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

1. Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

2. At its sole option, for larger or more complex studies or projects, the City may select the top three to five Respondents and require brief presentations from each Respondent before making the

final selection. The Selection Committee may address questions to and request clarification from the Respondents in attendance. Respondents in attendance will be given a brief opportunity to address the Selection Committee prior to the ranking, but no formal presentations shall be made. This requirement is at the sole discretion of the City.

3. While the City allows Respondents to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Respondent who is most advantageous to the City.

E. Minimum Requirements

Each Respondent must satisfy the following minimum requirements to be considered for this solicitation. Respondents not meeting minimum requirements as determined by the Procurement Official will not be ranked or considered. All decisions of the City are final.

1. Maintain certification as a “Qualified Public Depository” under the Florida Security for Public Deposits Act (Chapter 280 of Florida Statutes).
2. Provide all required representations and disclosures.
3. Proposal signed by an officer authorized to bind the firm.
4. Proposal received in the Purchasing Department on or before the due date and time.

F. Evaluation Factors

An Evaluation Committee may be established to review and evaluate all responsive proposals, taking into consideration the evaluation criteria set forth below:

1. Protection of public funds (collateralization of deposits);
2. Financial strength of bank (capitalization, bank ratings, profitability);
3. Capacity to perform (facilities, personnel, financial viability);
4. Ability to provide required services (basic cash management services);
5. Ability to provide enhanced services (new services, emerging technology);
6. Skill and experience performing contracts of a similar nature with public sector clients;
7. Quality of references (other like agencies with similar service utilization);
8. Cost of services, all five years (pricing, cost of conversion, staff time, time deposit interest rates);
9. Adherence to the requirements of the RFP.

The successful proposal will become an integral part of the contract, but may be modified by the provisions of the contract.

G. Contract

The Procurement Official will notify the Respondent with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked Respondent.

Within 7 days of receipt of the City’s contract, the selected Respondent must execute the City’s contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Respondent or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Respondent.

The City reserves the right to award a contract with terms which is most advantageous and in the

best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

The contractor(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

The City may issue written addenda regarding this RFP to all registered Respondents to clarify, comment, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline for Proposals.

The City may require additional information from one or more Respondents to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Respondent and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and is a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Respondent, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFP is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and Contractors. Respondents interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

It is the intent of the City to select a single Respondent to supply the services necessary for successful completion of the services/work defined in this RFP. Nothing in this RFP is intended to restrict the City of Riviera Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

All costs incurred by any party in responding to this RFP are the sole responsibility of the Respondent.

H. Records

The Respondent(s) awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees local place of business to the City for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be the Respondent's responsibility to insure that all required records are provided to the City at the Respondent's expense.

I. Protest Procedures

Protest procedures are provided in the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's determination of the proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

J. Representations by Submittal of Proposals

By submitting a Proposal, an interested Respondent warrants, represents and declares that:

1. Person(s) designated as principal(s) of the Respondent are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
2. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
3. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.
4. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
5. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of Riviera Beach for 36 months
6. Following the date of being placed on the convicted vendor list. Respondent certifies that submittal of its proposal does not violate this statute.
7. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

2-2.2 SPECIAL TERMS AND CONDITIONS

A. Ethics Requirements.

No Respondent may employ, directly or indirectly, the mayor, any member of the city Council or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Council regarding state law conflict of interest provisions.

Florida Statutes 112, Part III and the City of Riviera Beach Code of Ethics and Procurement Code provide for ethics in procurement. Respondent must read and comply with these provisions as well as Federal, state or City laws governing procurement activities.

B. Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

C. Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Respondent believes any of the information contained in its Proposal is exempt from the public records law, then the Respondent must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

D. Non-discrimination

Respondent shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

E. Rights and Privileges; No Assignment

The selected Respondent will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Council.

F. Procurement Code

Chapter 16.5 of the Code of Ordinances of the City of Riviera Beach shall govern this RFP.

G. City as Gatekeeper of Documents

This document is issued directly by the City of Riviera Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Respondent to confirm the legitimacy of procurement opportunities or notices directly with the Purchasing Department. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/Respondent should not rely on such sources for information regarding any solicitation made by the City of Riviera Beach.

H. Right to Contract for similar/additional services

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

I. Ownership of Documents

The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Respondent. Respondent acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

J. Proposal

The successful Respondent will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Respondent or a subcontractor. Further, the selected Respondent shall be the sole point of contact with regard to all contractual matters.

K. Indemnity

Respondent agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Respondent's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Respondent in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Respondent's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Respondent. This indemnification includes, but is not limited to, the performance of the contract by Respondent or any act or omission of Respondent, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Respondent agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Respondent under this indemnification provision. To the extent considered necessary by the City, any sums due Respondent under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be

subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Respondent to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

L. Disclosures and Disclaimers

This Request for Proposals (“RFP”) is being issued by the City of Riviera Beach (hereinafter known as “City”). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as “Respondent”).

Following submission of a proposal, the Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent’s affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Respondent’s own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Respondent shall be made before the City which may include one or more Respondents. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Respondent.

The City and the Respondent will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Respondent and the City, and then only pursuant to the terms of a contract executed by the Respondent and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

M. Florida Prompt Payment Act

Proper Invoice: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2. The amount due, applicable discount(s), and the terms thereof;
3. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
4. The Purchase Order or Contract number as supplied by the City; and
5. An identification by Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Riviera Beach, P.O. Box 10682, Riviera Beach, Florida, 33419-1682.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

N. Dispute Resolution

Any suit brought in connection with the banking services contract must be tried in Palm Beach County. In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department which has the dispute along with a representative of the City's Purchasing Department and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

O. Emergency Support -It is hereby made a part of this request for proposals that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

P. Respondent agrees to provide services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Respondent shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

Q. Formal Agreement - The successful Respondent will be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Respondent shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The fee for the services to be rendered will be as provided in the proposal. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract. Firm agrees and understands that a specific scope or project may require coordination with another firm or firms and further agrees that the utmost professionalism will be exemplified at all times.

R. TERM OF CONTRACT

The term of the contract will be for a period of three years with an option to renew for an additional two years. Fees and service charges included in the successful proposal shall remain in effect for the initial three-year period; however any Federal Reserve service charge increase may be passed through to the City upon 30-day written notice. Should new services be required during the contract period not contemplated by this RFP, those services will be provided in line with current pricing for similar services, not more than the bank's then-current published rate. If the option is used to extend the contract date, banking service charges will remain the same unless otherwise negotiated.

S. BANK'S OBLIGATION

The continuation of this contract is contingent upon maintenance of the minimum qualifications as identified herein and satisfaction of services by the City. The bank must immediately notify the City in writing if any of the minimum qualifications are no longer being met.

T. TERMINATION

The contract may be terminated by the City at any time, with or without cause.

U. FIDELITY BOND

The respondent shall procure and maintain a Blanket Fidelity Bond on each bank employee handling City funds for the term of the contract. The minimum limits of coverage shall be \$1,000,000 per occurrence.

V. PRIME RESPONDENTS RESPONSIBILITIES

Each Respondent is required, before submitting their proposal, to carefully examine the proposal requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Respondent will in no way relieve the Respondent of any of the obligations and responsibilities which are a part of this RFP.

The successful Respondents will be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City will consider the selected Respondents to be the sole point of contact with regard to contractual matters.

W. PROPOSAL EVALUATION PROCESS

- 1.** City and City personnel, consisting of the Assistant City Manager, City Director of Finance and Administrative Services and others will review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 2.** Points will be assigned for each written proposal in accordance with the evaluation criteria listed in "Evaluation Criteria".
- 3.** The City of Riviera Beach reserves the right to interview any or all proposers and to require a formal presentation with key people who will administer and be assigned to work on the contract before recommendation of award. If required, this interview is to be based upon written proposal received.
- 4.** The City reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the City cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 5.** The City Manager will recommend to the City Council, the award or rejection of all proposal(s).
- 6.** The City Council will award or reject any or all proposal(s).

2-3 PROCUREMENT SCHEDULE

The CITY will use the following time lines listed below as the tentative dates and times of the project and which the actions noted may be completed. If the Purchasing Department finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

ACTION

COMPLETION DATE

RFP Issue Date	June 29, 2014
Registration Due	July 11, 2014
Deadline for Questions/Clarifications	July 23, 2014
Deadline for Receipt of Proposals	July 29, 2014 @ 3:30 p.m.
Evaluation Meeting	August 5, 2014
Presentations	August 15, 2014
Present to City Council\Selection of Respondents	September 2014
Contract Negotiation	September 2014
Implementation of Banking Contracts	September 2014

2-4 AWARD OF CONTRACTS

The CITY reserves the right to reject any or all offers or to accept any offers which is in its best interest. The CITY also reserves the right to waive any informalities, irregularities and technicalities in procedure.

The CITY reserves the right, before awarding any contract, to require a firm to submit such evidence of qualifications and any current or updated information that was requested in the RFP as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a respondent, including past performance with other governmental agencies. Respondents are advised that requests for additional information or site visitation are not to be construed as an indication that a respondent will receive or is in the best position to receive a contract award.

The successful respondent shall be awarded a contract for Thirty-six (36) months with the option to renew the contract for two (2) additional twenty-four (24) month periods. The initial contract period will be considered the first thirty-six (36) months of the contract. Option for renewal will be at the CITY's discretion.

The selected respondent will be expected to enter into a formal agreement at the time of contract award. The selected respondent will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services shall be negotiated and decided prior to award of contract and become part of the contract document at award.

If a satisfactory contract cannot be negotiated with the recommended respondent, negotiations simultaneously will then be started with the first alternate vendor.

THE NEGOTIATED "FEE" SHALL REMAIN FIRM FOR THE INITIAL TERM OF THE CONTRACT.

"Fees" for any extension on the contract will be subject to negotiation at the time of the extension.

The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

The CITY reserves the right to cancel the contract, or portions thereof, without penalty at any time.

The CITY will not be responsible or liable for any cost incurred to submit to this solicitation.

2-5 INSTRUCTIONS TO RESPONDENTS

Proposals not conforming to the instructions provided herein may be subject to disqualification at the option of the CITY.

All questions concerning this Request for Proposals document shall be submitted in written form. Only questions submitted in writing shall be responded to by addendum. No questions may be submitted after the deadline for questions specified in Section 2-3, Procurement Schedule. All questions shall be submitted to:

Pamela Daley, Senior Procurement Specialist
pdaley@rivierabch.com or fax: 561-842-5105

If a proposal is transmitted by U.S. Mail or other delivery medium, the Respondent shall be responsible for its timely delivery to the designated City Clerk's office.

Proposals received after the stated time and date will not be considered and will be returned unopened to the Respondent.

Two (2) printed original hard copy with original signatures bound with tabbed dividers separating each section. **Original** hard copy shall not exceed a total of sixty (60) pages, inclusive of any schedules, charts or other illustrations. Each page shall be numbered consecutively, and shall not exceed 8-1/2" x 14" in size. Each text page shall be printed in font 11 and have a minimum 1" margin and include the required responses specified in Section 1-4 **PROPOSAL SUBMISSION AND OPENING**. An additional seven (7) sets on CD\DVD\USB (PDF format, and bookmarked to the same specifications as the hard copy) of the proposal of each design project shall be submitted by the proposing firm. All sets will be clearly labeled with the solicitation number, the Respondent's Name, Project Name on the outside of each binder/on each CD label. If multiple proposals are being submitted, each must be packaged separately and presented as directed herein.

Following submittal of the Proposal, firms shall not add or substitute team members, including sub-consultants, unless approved by the Director of Purchasing or the Director of Finance and Administrative Services. Any change in the proposed team shall be requested in writing to the Director of Purchasing. The request shall include an explanation of the reason for the substitution and a resume with the background and experience of the substitute team member.

Proposals (original CD's) shall be sealed within a container (box, envelope, package, etc.) and labeled in a prominent place on the exterior of the package as follows:

Firm Name-
Request for Proposals #-"Title Name" (example: RFP 000-14 Project Name)

The Respondent shall have a place of business for contact by the CITY during normal hours on normal working days. An emergency phone number and the name of a responsible managing employee of the successful respondent shall be provided to the CITY.

REMAINDER OR PAGE INTENTIONALLY LEFT BLANK

INSURANCE REQUIREMENTS

SECTION 3

The successful firm or individual entering a resulting contract with the CITY shall obtain, pay for, and maintain in full force and effect at all times during the term of the Agreement derived from this RFP, services to be performed insurance as set forth below:

A. **GENERAL LIABILITY INSURANCE:** coverage in an amount not less than \$5,000,000.00 per occurrence.

Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this agreement. The minimum limits of coverage shall be \$1,000,000 per occurrence/\$2,000,000 aggregate.

B. **PROFESSIONAL LIABILITY INSURANCE:** coverage in an amount not less than \$5,000,000.00 per occurrence.

C. Contractual, insurance broad form property, Independent contractor, personal injury not less than \$3,000,000 annual aggregate.

D. **AUTOMOBILE LIABILITY:** coverage with policy limits of not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$1,000,000.00 Combined Single Limit, covering each motor vehicle operated on City property.

E. **WORKERS COMPENSATION INSURANCE:** coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of \$1,000,000.00.

- a. \$1,000,000 per accident
- b. \$1,000,000 disease each employee
- c. \$1,000,000 disease policy limit

Contractor shall name the City as an additional insured under its general and professional liability insurance.

During the life of the contract, the successful Respondent shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Respondent to ensure that all subcontractors comply with all of the insurance requirements.

The successful firm must maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the CITY, shall be furnished to the CITY immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the CITY's request. Such certificates of insurance will provide the CITY with thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the CITY as an additional insured, and proof of such coverage shall be furnished to the CITY by way of an endorsement to same

or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the CITY and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the CITY. The insurance requirements set forth herein may be modified by the CITY in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposing firm's or individual's proposal.**

EVALUATION PROCESS

SECTION 4

4-1 GENERAL OVERVIEW

The purpose of the Evaluation Process is to equitably judge each proposal submitted in response to the requirements specified by the Request for Proposals.

4-2 EVALUATION PROCESS

An Evaluation Committee, consisting of CITY staff will convene, review and discuss all proposals submitted.

The evaluation of proposals shall be to establish the ranking order of the Respondents. The Evaluation Committee shall evaluate all responsive proposals to establish the final ranking order.

Each Committee Member shall award points for each category based upon their assessment of Respondents response to the requirements of the criteria described in each category. The points indicated as Points Possible are the maximum that may be awarded for category. As specified in the criteria, the point award for certain categories shall be established and/or verified by the Purchasing Department. The points awarded for all categories shall be tabulated on a Tabulation Form to achieve the Total Points awarded to each Respondent. The Tabulation Form shall be the basis for determining the ranking order of the Respondents. The total points awarded to each Respondent will be ranked 1,2,3,4, etc. with the highest point total ranked 1, the next highest point total ranked 2, etc.

Award for this service is subject to negotiation of a contract acceptable to the CITY. The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked respondent. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected respondent, the Committee reserves the right to enter into negotiations with the next highest ranked respondent and continue this process until agreement is reached.

The Purchasing Department will prepare and submit a recommendation to the user department which will then submit the appropriate agenda item to the City Manager.

The City Manager will submit a recommendation for approval to the City Council of the City of Riviera Beach.

The City Council will award a contract or reject any or all proposal(s).

**EVALUATION CRITERIA
SECTION 5**

The Evaluation Committee shall rank all proposals received, which meet the submittal requirements. The evaluation committee will consider the following factors when ranking the proposals received:

<u>CRITERIA</u>	<u>POINT RANGE</u>
1. Price Proposal as well as investment earnings rate will be evaluated based on the following:	0-40
Best Investment Earnings (Repurchase Agreement Rate):	25
Second Best Investment Earnings	20
Third Best Investment Earnings	15
All Others	10
Best Price Proposal	15
Second Best Price Proposal	10
Third Best Price Proposal	7
All Others	4
2. Best additional incentives offered to the City for the privilege of being the City's principal depositor. (Dollar value of proposed incentive required)	1-10
Best Value	10
Second Best Value	5
Third Best Value	3
All Others	1
3. Prior experience in providing banking services to governments, including organizational structure available to service the City.	1-10
Experience of Company	1-5
Experience and qualification of Management Team Assigned to City Account.	1-5
4. Bank Locations:	2-10
Riviera Beach	10
Palm Beach County	5
State Florida	3
Out of State	2
5. Available service locations within Northern Palm Beach County (North of Okeechobee Boulevard, A1A, west to Jog Road)	2-10
Most locations	10
Second most locations	7
Third most locations	4
All Other	2
6. Bonus Point for offers that promote collaborative community oriented partnership between the Banking Institution and the City.	3-15
Maximum Points	95

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposers will be selected for an interview prior to a recommendation being presented to the City Council. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Council.

*** Only applicable if a decision to have oral interviews is entertained.**

REQUIRED FORMS

IN ADDITION TO A FORMAL PROPOSAL, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE.

- A. ATTACHMENT A THRU D
- B. RESPONDENTS CERTIFICATION
- C. NON-COLLUSION AFFIDAVIT
- D. DRUG FREE WORKPLACE
- E. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
- F. CERTIFICATE OF TRUTH IN NEGOTIATIONS

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING REJECTED.

IT IS THE RESPONDENT'S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS PROPOSAL.

ATTACHMENT A



**CITY OF RIVIERA BEACH
600 WEST BLUE HERON BLVD., SUITE 140
RIVIERA BEACH, FL 33404**

PLAN HOLDER INFORMATION SHEET

EMAIL PDALEY@RIVIERABCH.COM OR FAX TO 561-842-5105

**PROSPECTIVE PROPOSER INFORMATION SHEET
RFP #455 -14**

Please complete and fax this document to the Purchasing Department. Your information will be added to the current plan holder list and help to insure receipt of changes or additional information.

**Purchasing Department: Fax: 561-842-5105
 Office: 561-845-4180**

Contact Person

Business Name

Business Address

Business City, State, Zip

Email Address:

Business Phone # _____ Business Fax # _____

ATTACHMENT B-1

REFERENCES FOR MERCHANT CARD SERVICES

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

ATTACHMENT B-2

REFERENCES FOR GOVERNMENT CLIENTS

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

**ATTACHMENT B-3
REFERENCES FOR CLIENT
SIMILAR IN SIZE**

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

**ATTACHMENT C
PRICING SUMMARY**

Proposer is required to complete the following pricing list which reflects the estimated requirements of the City and will be the determining factor in evaluating the cost of services. These services will be required at the start of the contract. Indicate N/C if there is no charge for an item. If Proposer wishes to incorporate additional service items, please use blanks provided.

**SPECIFIC CHARGES FOR SERVICE METHOD
Account Transactions (Quantities Estimated)**

ITEM NO.	DESCRIPTION OF SERVICES	(A)	(B)	(A) multiply by (B)
		ESTIMATED MONTHLY # OF UNITS	UNIT COST	MONTHLY COST
I. General				
1	Account maintenance	0		
2	Checks paid	0		
3	Deposits	0		
4	Deposited items charged back	0		
5	Re-deposited items	0		
6	Return special instructions-basic	0		
7	Cash deposit processing fee	0		
8	Deposit corrections	0		
9	Multiple statements	0		
10	Non-Standard cash processing surcharge	0		
11	Deposited items	0		
12	Pre-printed individual deposit slips	0		
II. ACH				
13	Misc. items paid	0		
14	ACH file processed	0		
15	ACH deposits	0		
16	ACH maintenance	0		
17	ACH items originated	0		
18	ACH returns and NOC's	0		
III. Reconcilements				
19	Outstanding issue items on file	0		
20	Positive pay monthly maintenance	0		
21	Full reconciliation monthly maintenance	0		
IV. Sweep				
22	Investment Maintenance	0		
V. Wire Transfers				
23	Funds-Transfer Book	0		

ITEM NO.	DESCRIPTION OF SERVICES	(A)	(B)	(A) multiply by (B)
		ESTIMATED MONTHLY # OF UNITS	UNIT COST	MONTHLY COST
24	Funds-Transfer Non Repetitive	0		
25	Outgoing repetitive	00		
26	Incoming Wire	00		
27	Book Transfer	00		
28	Outgoing non-repetitive	0		
VI. Zero Balance Accounts				
29	ZBA master account maintenance	0		
TOTAL MONTHLY COST OF SERVICE METHOD				

(b) COMPENSATING BALANCE METHOD

Compensating Balance required to eliminate monthly cost of service charges (estimated) \$ _____

Describe compensating balance adjustment factor for this account with basis and frequency.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Respondents, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods 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 up to ninety (90) days in order to allow the CITY adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

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

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY or of any other respondent interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY:

SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20_____.

PRINTED NAME AND TITLE

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES: _____

CITY, STATE, ZIP CODE

PERSONALLY KNOWN _____

TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

FAX NUMBER

TYPE: _____

NON-COLLUSION AFFIDAVIT

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The budgets shown in this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP).

(2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFP, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form of non-responsive proposal.

(4) The proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) ©, Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

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

(6) _____, its affiliated, subsidiaries, officers, directors, and
(Name of Firm)
employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)

above representations are material and important, and will be relied on by the City of Riviera Beach in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Riviera Beach of the true facts relating to the submission of proposals for this contract.

Signature

(Print Name and Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____

(Notary Public)
My Commission Expires _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision 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. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 contract 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 contract, 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 of the 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 of this section.

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

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.

SIGNATURE

DATE

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that 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 or real property to a public entity, may not be awarded or perform work as a Respondent , supplier, sub Respondent , 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 s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name

Signature

Name & Title (Print or Type)

TRUTH IN NEGOTIATIONS CERTIFICATE

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of _____

_____ *

are accurate, complete, and current as of _____ **

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between respondent and the CITY that are part of the proposal.

FIRM: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____ ***

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.