

**CITY OF RIVIERA BEACH
REQUEST FOR PROPOSALS
NO. 503-15**



Banking Services

Pamela Daley
Senior Procurement Specialist

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**CITY OF RIVIERA BEACH
REQUEST FOR PROPOSALS
NO. 503-15**



BANKING SERVICES
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Pamela Daley, Senior Procurement Specialist
(561) 845-4180, Phone
(561) 842-5105, Fax
pdaley@rivierabch.com

The City of Riviera Beach, Florida (City) is soliciting sealed proposals from licensed, insured and qualified proposers to provide Banking Services for the City of Riviera Beach.

This Request for Proposals (RFP) provides guidelines for submission and outlines the essential services desired for the engagement. Proposals 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, March 3, 2015.**

This BID document, including a scope of services will be available for download on Tuesday February 10, 2015 and may be obtained by visiting the CITY's web-site at www.rivierabch.com.

Late proposals will not be accepted or considered.

This RFP, 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. Proposals shall be prepared, addressed and submitted in compliance with the instructions set forth in this RFP. 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. Any proposal received after the date and time specified, whether by mail or otherwise, will not be accepted or considered. Any uncertainty regarding the time a proposal is received will be resolved against the proposer.

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
DVDs/CDs OR USBs DRIVE.

PUBLISH: February 08, 2015 Palm Beach Post
PUBLISH: February 10, 2015 website www.rivierabch.com
PUBLISH: February 10, 2015 website: www.demandstar.com

City of Riviera Beach
 600 WEST BLUE HERON BOULEVARD, SUITE 140
 RIVIERA BEACH, FL 33404
 (561) 845-4180
 REQUEST FOR PROPOSAL NOTICE

RFP TITLE:	BANKING SERVICES		
PROPOSAL #:	RFP #503-15		
ISSUE DATE:	2/10/2015		
DUE DATE and TIME:	3/3/2015 3:30 PM EST Proposals will <u>NOT</u> be received after this time.		
PRE-PROPOSAL CONFERENCE:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
MANDATORY:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> NOT APPLICABLE
Inquiries regarding this Proposal must be submitted in writing via email, fax, or mail on or before: <u>03/03/2015 by 3:30 PM</u> All correspondence must reference the Proposal number. PROPOSAL CONTACT: Pamela Daley, Senior Procurement Specialist (561) 845-4180, Phone (561) 842-5105, Fax E-mail: pdaley@rivierabch.com			
PROPOSAL SECURITY:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
AMT:	N/A		
PERFORMANCE BOND:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
AMT:			N/A

FINANCIAL INSTITUTIONS who are interested in providing this service may obtain a Request for Proposal at www.rivierabeach.com, This document is also available via the internet at www.DemandStar.com. Adobe Acrobat@ Reader is required to view electronic documents on-line. The City is not responsible for the content of any bid package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will control.

Upon receipt of this proposal document, any and all communications regarding this proposal must be made only to the Purchasing Department as noted above. Any violation of this condition could result in proposal disqualification. *This is a Sealed Proposal - Fax or electronic replies will not be accepted.*

ON-LINE PROVIDER DISCLAIMER:
 Demandstar.com has no affiliation with the City of Riviera Beach other than as a service that facilitates communication between the City and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the City. Communications to DemandStar.com do not constitute communications to the City.

City of Riviera Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF RIVIERA BEACH

**BANKING SERVICES
RFP #503-15**

I. GENERAL INFORMATION

PURPOSE: The purpose of this Request for Proposal (RFP) is to provide the City of Riviera Beach with the highest qualified banking institution which, in the City's opinion, is best suited to undertake banking services required by the City. Factors such as capability, experience, location, and the ability to work within established time and budget constraints will be used in the selection process.

Currently the City is requesting proposals for banking services from any bank organized and existing under the laws of the State of Florida. The City's objective is to:

1. Obtain banking services economically and efficiently;
2. Maximize earnings on public funds deposited locally; and
3. Maximize use of technology to enhance efficiency in the City's banking program.

INQUIRIES

To ensure fair consideration of all proposals, the City prohibits communication to or with any department, elected official or employee during the submission process, other than designated Purchasing Department staff, regarding the requirements for this proposal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee.

All inquiries concerning this RFP or for additional information shall be submitted in writing by mail, email, or facsimile and directed as follows:

**City of Riviera Beach – Purchasing Department
Attention:
Pamela Daley, Senior Procurement Specialist
2391 Avenue “L”
Riviera Beach, Florida 33404
Fax: (561) 842-5105
Email: pdaley@rivierabch.com**

RFP SCHEDULE

The City will use the following time lines which will result in selection of qualified firms. The City reserves the right to change and or delay scheduled dates.

<u>Event</u>	<u>Date</u>
RFP Available	02/10/2015
Last Date to submit Questions	02/25/2015 @ 3:30 p.m. EST
Proposals Due (3:30 p.m. EST)	03/03/2015
Evaluation Committee & Ranking of Proposals	TBD
Oral Interviews (If Applicable)	TBD

PROPOSAL DISCLOSURE

In accordance with Chapter 119, Florida Statutes, all proposals shall become “public records” in accordance with the law and shall be subject to public disclosure consistent with the law. Proposers submitting proposals must invoke in writing the exemptions to disclosure (provided by law) in their proposal 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.

ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to reject any and all Proposals when (1) such rejection is in the best interest of the City; or (2) if the Proposal 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.

INSTRUCTIONS TO PROPOSERS

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 Bank 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 Bank.

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 Bank. All sets will be clearly labeled with the solicitation number, the Bank’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 proposer of the Proposal, shall not add or substitute team members, including sub-consultants, unless approved by the Purchasing Manager or the Director of Finance and Administrative Services. Any change in the proposed team shall be requested in writing to the Purchasing Manager. 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:

Proposer’s Name-
Request for Proposals #-“Title Name” (example: RFP 000-15 Project Name)

The Proposer 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 Proposer shall be provided to the City.

PROPOSAL ENVELOPE

All Proposals must be returned in a sealed box or envelope addressed to the City of Riviera Beach and shall contain on its face the following:

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

(Name of Proposer)

(Address of Proposer)

RFP #503-15
 BANKING SERVICES

DUE DATE/TIME:
 03/03/2015 @ 3:30 PM

EXECUTION OF PROPOSAL

The Proposal must contain a manual signature of an individual or of an authorized representative of the firm making the Proposal, in the space provided on the Proposal Form, if provided as a part of the Proposal package, or on Proposer’s own form, if a specific Proposal form is not provided. The Proposer’s name shall be inserted on all other sheets requiring the Proposal’s name. In order to insure uniformity, Proposals must be submitted on the Proposal Form, if provided, and on the attached pages.

PROPOSAL OPENING – LATE PROPOSALS

Proposals will be opened publicly, the name of the Proposers read aloud and recorded, on the date and time indicated, at the location specified in this Request for Proposals. It is the Proposers’ responsibility to make certain that his/her Proposal is in the hands of the Senior Procurement Specialist prior to the opening time at the specified location. Any Proposal received thereafter will be rejected and returned to the Proposer.

WITHDRAWAL OF PROPOSALS

Proposals may be amended or withdrawn only by written notice prior to the Proposal opening. Proposal amendments must be submitted in a sealed envelope. Amendments or withdrawals received after the Proposal opening will not be effective, and the original Proposal submitted will be considered.

CONSIDERATION OF PROPOSALS

Electronic, or faxed proposals will not be considered. The Proposer agrees that his/her Proposal will not be withdrawn within sixty (60) calendar days following opening of the Proposals, and that during such time his Proposal will remain firm and irrevocable. The City reserves the right to reject any or all Proposals, and to waive any technical defects in Proposals.

The Selection of an institution may be made without discussion with Proposer after Proposals are received. Therefore, Proposals should be submitted complete with all pertinent information.

The City will require an oral presentation and negotiations with the highest rated or ranked Proposer. If agreement is not reached, negotiations will be terminated. Then, the same process may be conducted with the next highest rated or ranked Proposer. If agreement is not reached, negotiations will be terminated. This process may proceed with the third highest rated or ranked Proposer. Thereafter, further discussions will cease on this RFP.

FULL FEE DISCLOSURE

All fees for services to be provided, including fees for supplies, transactions, handling items, and exceptional matters, shall be disclosed in the Account Analysis Proposal Form. If a fee is not disclosed for a service, the bank shall be deemed as providing the service for free. **No Banking Fees of any type shall increase for the initial three year period from the date of initiating any Agreement for Service with the bank.** If any fee increases without the express written consent of the City, the City shall have the option of terminating the banking relationship, upon which the bank shall immediately turn over to the City all funds on deposit, in any type of account or instrument, **without any penalty of any kind, or any delay of any kind.**

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 proposal to this public solicitation.

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 Bank , supplier, sub Bank , 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.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of the State of Florida and/or Palm Beach County with respect to this proposal, such proposer 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 bidding on any future proposals for work, goods or services for the City.

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 its commitment to meet these same requirements.

Bank 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.

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 proposal.

INDEMNIFICATION

The awarded contract will contain the indemnification clause provided in the form attached to this RFP, which each proposer must sign and submit with its proposal. .

CODE OF SILENCE

No entity filing a proposal to this RFP shall through their principal, attorneys, or agents, contact the City Council 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. **Any action in violation of this provision shall be cause for disqualification from participation in this RFP.**

NON-COLLUSION STATEMENT

By signing this offer, the proposer certifies that this offer is made independently and free from collusion. Proposer 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), Florida Statutes, 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 five percent (5%) 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 proposer.

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

Proposer, 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.

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, and 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 Proposer 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 proposal for this RFP, the proposer 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.

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, Senior Procurement Specialist) a minimum of 7 calendar days 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. No employee of the City 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.

REQUESTS FOR ADDITIONAL INFORMATION

Prior to the final selection, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Proposer's qualifications.

GRATUITY PROHIBITION

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of its proposal.

RIGHT OF WITHDRAWALS

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

EXCEPTIONS TO THE RFP

It is anticipated that proposers 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, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

RIGHT OF NEGOTIATION

The City reserves the right to negotiate with the selected Proposer the exact terms, conditions and commissions/fees of the contract.

DENIAL OF REIMBURSEMENT

The City will not reimburse Proposers for any costs associated with the preparation and proposal 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 proposal to this RFP.

SMALL BUSINESS

The City's Small Business Ordinance is set forth in the Code of Ordinances and is incorporated herein by reference. Proposers 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.

CONTRACT TERM

A contract will be negotiated with the successful proposer. The initial term of the contract will be for three (3) years with a two (2) year optional renewal. The contents of the successful proposal response will become part of the contract document.

TECHNOLOGY

Only Proposers that utilize a web-based system shall be considered. The Bank shall provide a secure web-based solution that will allow the City online access to all City bank accounts. The system will allow the City to communicate with the Bank, download and archive information, provide daily reporting, execute online stop payment orders, perform internal and external wire transfers, and access detailed ACH information.

TRUTH IN NEGOTIATION CERTIFICATE

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the person/proposer 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.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

All Banks 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. Proposers 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 Proposers 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 Proposer in making awards.

The Proposer shall seek to maximize its use of qualified M/WBEs. The Proposer shall complete the PARTICIPATION FOR M/WBE PROPOSER/PROPOSERS 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 Proposer 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.

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 Manager 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.

CITY OF RIVIERA BEACH CONTRACT

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

RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer 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 any contract entered into between the parties as justification for termination..

OTHER ACKNOWLEDGEMENTS

By submitting a proposal each proposer is confirming that the proposer has not been placed on the convicted vendors list as described in section 287.133(2)(a), Florida Statutes.

By submitting a proposal, each proposer acknowledges that it has read the above information and agrees to comply with all the above City requirements.

II. Minimum Qualifications and Account Requirements

MINIMUM QUALIFICATION CRITERIA: to receive consideration, the proposer shall thoroughly document the proposer's ability to meet the following qualification criteria as fully described below.

The respondent shall provide a statement in the affirmative, in Tab # of the respondent's proposal, of confirmation of ability to provide, at a minimum, the services described below:

- (a) The proposer must be a commercial bank, certified by the State of Florida, Bureau of Collateral Securities, Division of Treasury, as a "Qualified Public Depository" pursuant to the provision of the Florida Security for Public Deposits Act as described in Chapter 280, Florida Statutes.
- (b) The proposer must be a full service commercial bank with branch locations within the City of Riviera Beach.
- (c) The proposer must have the capability of performing all of the required duties specified in this Request for Proposal.
- (d) The proposer must have available an adequate number of qualified staff to provide the services specified in this Request for Proposal.
- (e) The proposer must be able to provide full-service web-based banking products and balance reporting services.
- (f) The proposer is a member of the Federal Reserve System.
- (g) The proposer must have the ability to export or download Account Reconciliation Plan (ARP) reports (both outstanding and cleared checks) in Excel.
- (h) Proposer must submit one copy of its financial statements for the past two years (must include an auditor's unqualified opinion and appropriate notes to the financial statements). If selected, proposer will provide annual financial statements to the City for the term of the Banking Services Agreement.
- (i) Proposer must be free of any obligations and interests which might conflict with the interests of the City.
- (j) Incoming wire transfers must have same day availability.
- (k) Honor all checks drawn upon City accounts should the City experience an overdraft in that particular account.
- (l) The City is very strict in its requirements for timely and accurate reporting of bank account transaction data. Daily debit and credit advices from the bank are used as the primary source documents for daily posting to the City's general ledger. Failure to comply with such requirements causes significant problems to the accounting program reports and such failure will be heavily considered when evaluation of banking services is performed.
- (m) The bank must be able to provide daily reporting for all transactions on the City's master, disbursements and payroll accounts.
- (n) The City currently utilizes a web-based treasury management system to receive daily balances and detailed transactions for its main accounts.
- (o) The City desires to continue utilizing this type of treasury management system to receive daily account information.
- (p) The City reserves the right to terminate this contract if the bank changes ownership, is taken over by FDIC, or experiences any other re-organization that may be detrimental to the City of Riviera Beach. Additionally, the contract may be terminated by either party by giving written notice to the other party no later than ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract.

ACCOUNT REQUIREMENTS: to receive consideration, the proposer shall thoroughly document the bank's ability to meet the following qualification criteria as fully described below.

The respondent shall provide a statement in the affirmative, in Tab # of the respondent's proposal, of confirmation of ability to provide, at a minimum, the account requirement services described below:

- a) **Bank Statements:** The cut-off date for statement purposes for all City accounts will be the 15th and the last day of each month. Statements must be received by the City's Finance Department within five working days following the cutoff. The bank will submit with the statement a printed list of the cleared checks in check

number order, identifying the check number, the check amount, and the date each check cleared the bank. Breaks should be obvious where checks in numeric sequence are missing.

Payroll and Accounts Payable checks are computer generated. The depository bank must have computer capability to reconcile checks issued by the City with checks paid by the bank, using electronic files supplied by the City and bank computer files of checks paid.

A statement must be furnished for all special accounts required by the City on the same schedule as required for the operating account. The City reserves the right to add additional accounts as necessary. In addition to regular statements, the bank must provide on demand, daily balances in the depository accounts if and when such information is required by the City.

- b) **Wire and Electronic Funds Transfers:** The bank will be required to accept or send wire and electronic funds transfers. The bank should clarify, in writing, the method and policy of handling transfers including cut-off times. In order to maintain audit controls the bank will be provided with supporting documentation for these transfers. All wire transfers require verification or "call back" for authorization.
- c) **Stop Payments:** The bank should have the capability of receiving stop payment orders via the bank's web-based internet site from authorized City personnel with access to all City accounts.
- d) **Returned Items:** Checks from customers of the City which have non-sufficient funds should automatically be resubmitted for payment the next banking day before being returned to the City as an NSF check.
- e) **Overdrafts:** The City does not intentionally overdraw accounts. If, however, an account is overdrawn, the bank must honor all checks presented. No City issued check is to be returned unless payment was stopped.
- f) **ACH Services:** The bank must be both a sending and receiving bank on the Automated Clearing House (ACH) system. The bank should have the capability of receiving ACH files electronically from authorized City personnel. The City utilizes a direct deposit payroll system for all of its employees. The bank must have the capability of processing this payroll file electronically with deposits going to the employees' bank accounts at the financial institutions of their choice. Rejects need to be transmitted daily to the City's Finance Department.
- g) **Positive Pay:** The Bank shall provide "Positive Pay" services for both payroll and accounts payable checks clearing the City account. A complete description of this service shall be provided by the proposer with check data transmission requirements and the notification process for any check exceptions.
- h) **Cost of Services:** It is the intent of the City to obtain the most cost-effective and efficient services. Banking services and documents not detailed on the proposal form will be provided to the City at no cost. The City will provide endorsement stamps and the checks for the General Operating Account. The bank shall provide other banking supplies such as security bank bags, coin wrappers, and deposit slips. The bank will prepare a monthly detailed analysis of the cost of services, and shall have the authority to debit the General Operating Account on a monthly basis for the total combined service charge. In its proposal, the bank may specify other services it can provide with a brief description and anticipated cost of these optional services.
- i) **Credit Card/Purchase Card:** The bank will provide a credit card/purchase card with the banking services. There shall be no annual fee for this service. The City will pay the balance in full on a monthly basis.
- j) **Disaster Recovery:** The bank shall provide information regarding their disaster recovery plan including specific plans related to servicing the City in the event of a disaster. Additionally, the bank shall provide information regarding their ability to provide uninterrupted service.
- k) **Employee Benefit Package:** To facilitate the City's employee direct deposit payroll, the bank shall upon request provide employees a checking and/or savings account for direct deposits with no minimum balance requirement and no maintenance fees.
- l) **Web-based Internet Access:** The bank must have an established web-based internet site to allow

authorized City personnel access to all City accounts. The City anticipates utilizing internet based banking. The bank should include a listing of the services and advantages it offers regarding internet banking. Banking via the bank's web site shall include access to account activity and balances.

- m) **Continuous Services:** The bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Server problems or repeated breakdown of electronic service will be just cause for cancellation of the Agreement by the City. The City requires that the bank designate one of its officers to act as a liaison with the City, at no cost, for matters regarding the City's account. The City shall have the right to approve the person so designated or their successor liaison. Should the City object to the person so designated, the bank will replace them with a qualified person, acceptable to the City, forthwith.
- n) **Access to Records:** From time to time, authorized City representatives shall require copies of items included in deposits made by the City to resolve balancing issues or disputes with utility customers. Such items will be provided to the City immediately upon request. The bank should include in its response the time to provide and cost.
- o) **Holiday Closings:** A holiday schedule should be provided. (See Questionnaire)
- p) **Credit/Debit Memos:** The City shall not be charged for debit and credit memos required to adjust errors caused by the bank.
- q) **Cashing Petty Cash Checks:** The bank will cash petty cash checks at no charge to the City or employee cashing the check. Such checks will be identified as such. The bank will require that the employee present a current city issued identification card to cash such checks.
- r) **Optional Banking Services:** As the City continually seeks to improve operations and cash management, it will look to its bank for creativity, expertise, and flexibility. The bank may, in addition to the Required Banking Services, submit optional proposals, such as deposit pick-up services or other services which the bank or the City feels would be in the best interest of the City.
- s) **Monthly Account Analysis:** The City shall receive a monthly account analysis on each account maintained as well as a summary account analysis which incorporates the activity of all accounts and chargeable items. This analysis shall include the ledger, available and collected balances, activity and fees. The proposer shall provide an example of the account analysis with the proposal which would be provided to the City on a monthly basis.
- t) **Designated Bank Contact Personnel:**
The bank shall provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas on a daily basis. Include position, length of service, and summary of professional experience. Please attach listing to proposal form.
- General Information
 - Investments and Safekeeping
 - Customer Service
 - Treasury Management
 - Disaster Contact (24 hours per day, 7 days per week)
- u) **Public Depository – Collateral:**
In compliance with the Florida Security for Public Deposit Act, Chapter 280, Florida Statutes, all institutions submitting bids for the City's banking service must be included on the list of approved financial institutions as published by the Department of Insurance and Treasurer, of the State of Florida.
- v) **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.

III. REQUIRED FORMS:

All proposals must include the following and be submitted in **Tab #** of the Proposal as described in Section VI. Proposal Format.

Failure to include any required forms/information as described within this proposal may result in a rejected proposal. The final decision for acceptance/rejection of any proposal related to this RFP is at the sole discretion of the City.

1. Responses to Banking Services Questionnaire/Statements.
2. Drug-Free Workplace Certification
3. Sworn Statement Pursuant to 287.133(3)(A), Florida Statutes
4. Non-Collusion Affidavit Certificate found in Section VI, signed and notarized.
5. Banking Institutions submitting proposals as a joint venture shall submit to the City, as part of proposals, a copy of any joint venture agreement.
6. A detailed schedule of costs by specified task using the Account Analysis Proposal Sheet. Volumes indicated on the Account Analysis Sheet are estimates and actual quantities may vary. Costs not included on the Account Analysis Sheet, but which the financial institution proposes to charge, must be individually itemized and thoroughly explained. The Account Analysis Proposal Sheet must be executed by an official of the firm in a position to commit the institution to provide the services in accordance with these terms and conditions.
7. All respondents shall provide an e-mail address and contact so that any clarification may be shared.

IV. EVALUATION METHOD AND CRITERIA

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 Bank, and the City reserves the right to award the contract to the Bank 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 a maximum of three Banks and require brief presentations from each Bank before making the final selection. The Selection Committee may address questions to and request clarification from the Banks in attendance.

Banks 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 Banks to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Bank who is most advantageous to the City.

A. Evaluation Process:

1. City and City personnel 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).

The evaluation of proposals shall occur in two Phases:

PHASE I – The Committee evaluates and scores all proposals to establish the "Shortlisted" firms that will advance to Phase II of the selection process. A minimum of three firms will be shortlisted.

PHASE II – The Committee evaluates and scores oral presentations by "Shortlisted" firms to establish a #1 Proposer.

B. Selection Committee Procedures for Phase I and II Evaluation:

Each Committee member will award points according to the Selection Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as "Points Possible" will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member. The three proposers with the highest points will be shortlisted.

For each Phase, the Tabulation Form shall be the basis for determining the ranking of the Proposers.

A minimum of three firms will be short-listed. The short listed Proposers from the Phase I Evaluation will advance to Phase II Evaluation. Summarized below are the Evaluation Criteria of **Phase I:**

The proposed earnings rate on overnight cash balances.	0 – 30 points
Physical proximity of City offices and activities to banking locations.	0 – 10 points
The experience and continuity of the bank officials identified as primary contact personnel.	0 - 15 points
The completeness of the proposal to all required items on the	0 - 5 points

standardized bid forms.	
Prior experience in providing banking services to governments including organizational structure available to service the City. Communication and interpersonal skills with the ability to be responsive on an ongoing basis	0 – 20 points
Responses from references.	0 - 10 points
Bank financial stability as provided by a bank rating service	0 - 10 points
TOTAL POSSIBLE SCORE	100 POINTS

Phase II Oral Evaluation:

Approach to the services and ability to meet or exceed requested services	0 – 45 points
Banking Experience and Experience of the Team	0 - 10 points
Business Operations and Customer Support	0 - 25 points
Price, Fees and Rebates	0 - 15 points
Technical Soundness of Presentation	0 - 5 points
TOTAL POSSIBLE SCORE	100 POINTS

All finalists are in equal standing at the beginning of Phase II Evaluation. Each finalist will be requested to provide a presentation for the Selection Committee. These presentations allow each finalist an opportunity to provide the Selection Committee additional information regarding their proposal and demonstrate the qualifications of the firm. Each Selection Committee member shall evaluate and award points in accordance with the scoring criteria specified above. The points awarded for each criteria will be totaled, ranked and tabulated as described herein to determine the #1 Proposer, either on an all or none basis or any combination of service categories (banking services).

V. ACCOUNT STRUCTURE

Account Structure:

- 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.**
 - a. **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.**

VI. PROPOSAL FORMAT

Rules for Proposals: The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City of Riviera Beach and the firm selected.

Proposal Format: Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP proposal.

Title Page: Bank's name, the name, address and telephone number of the contact person and the date of the proposal.

Table of Contents: A table of contents including page references.

Tab #1 - Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, the commitment to provide the services within the time period, a statement why the bank believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for sixty (60) days. The signer must have the authority to bind the proposer to the submitted proposal, and must include a declaration of that authority in the letter of transmittal. *This letter should not exceed two pages in length.*

Tab #2 – Minimum Requirement Criteria

1. Provide a statement of confirmation of the Proposer's ability to meet the stated minimum requirement criteria. The City maintains the sole discretion to waive any minimum requirement criteria if it is determined the decision is in the best interest of the City.

Tab #3 – Account Requirements

1. Provide a statement or response to the individual account requirements confirming of the Proposer's ability to provide the stated account requirements. The City maintains the sole discretion to determine which proposer is best qualified to provide these services.

Tab #4 – Information Requested

1. Provide a response/confirmation to each question or requested service listed in Section V. Information Requested.

Tab #5 – Price Proposal

This section of the Proposal shall contain all pricing information relative to performing the services included in the statement of work section of the Request for Proposal.

Proposer to utilize the Account Analysis Proposal Form included in the RFP for banking services. Indicate N/C if there is no charge for an item. If the proposer wishes to incorporate additional service items, please use the blanks provided. Banking services not detailed will be provided to the City at no cost. Failure to use City form for Banking Services may result in your proposal being considered nonresponsive.

Tab #6 – Attachments/Required Form Proposals

Provide any attachment, required form proposal mentioned within this RFP and any additional addenda that is not required/provided in Tabs 1 through 5.

VII. INFORMATION REQUESTED

Proposer shall not alter the Information Requested questions in any way. Failure to comply will result in the responses to the questions as being incomplete/nonresponsive.

Firm Description and Experience

1. Proposer to identify the following:
 - i. Size of the firm
 - ii. Number of employees
 - iii. Location of the office(s) from which the City will have contact with for coordination of service
 - iv. Provide a list of branch addresses for banking centers located near each of the City's locations within Palm Beach County
2. Describe your financial condition, stability of current conditions, and track record of effective management decisions. Indicate your rating as reported by a nationally recognized rating agency.
3. Experience

Provide three references for clients that services were provided for in the last five (5) years that are similar to the City's service requirements (see the References Form in the Attachments). The list of clients should mainly be for governmental entities, but private accounts may also be provided. Include the following:

 - i. Name of Entity
 - ii. Contact person, Title
 - iii. Phone Number
 - iv. Types of services provided (banking, merchant card services, procurement card services, etc.)
 - v. Period of time services provided
 - vi. Your account manager assigned to this client
4. Proposer to make a statement if they have ever had a service agreement terminated for cause and detail date, entity/name of company during the past seven years.

Personnel

1. For each member of the project team, please provide the following information:
 - i. Name and title
 - ii. Office address
 - iii. Telephone number
 - iv. E-mail address
 - v. Brief description of the individual's role and duties for the City of Riviera Beach.
 - vi. Include a resume of the individual's career, experience in the relevant role and duties similar to the City's project, years employed with the Proposer and other relevant information.
2. Provide an organizational chart showing the contacts for the City of Riviera Beach's banking relationship.
3. Provide information on the steps that can be taken and the appropriate hierarchy for contacts to elevate the resolution of issues in the event the City is not satisfied with the results of issues handled by the operational relationship manager. If separate contacts apply for different services, then clearly provide and identify.

Changes in the team members and their roles and duties must be approved by the City. Any alternate shall meet or exceed the qualifications of the person original proposed.

Business Operations and Customer Support

1. Detail your business operation structure that is in place to accommodate your government clients. Identify any unique business operations that have been set up that are specific to the government client or that you are able to offer the City of Riviera Beach. Responses to questionnaire will also be considered as part of the evaluation or Business Operations and Customer Support.
2. The proposer shall describe any litigation or proceeding whereby, during the past seven years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation. Failure to return this information with your proposal may result in the rejection of your proposal.
3. Submission of proof of Public Funds Depository.
4. How many times have you missed notification deadlines and by how much in a recent ninety day period?

Interest, Overnight Sweep, and Earnings Credits

1. Describe how interest on the overnight sweep investment will be calculated and credited on all accounts. Be specific. If applicable, indicate the minimum interest rate guaranteed.
2. Quote the interest rate the Proposer is offering the City on funds remaining in an account overnight.
3. Provide earnings history for overnight sweep investment agreements or any other appropriate sweep facility for the last 12 months.
4. Describe the method used to calculate the earnings credit rate (ECR). Is the reserve requirement deducted from the available balance before the ECR is calculated? If not, please include in the bank explanation the impact of the bank reserve requirement, the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits and reserve requirements for the last 12 months.
5. If a Public Funds account is available to the City, describe how interest will be calculated and credited on all accounts. Be specific.
6. The City would like to evaluate the need for an overnight "sweep" arrangement for the City's accounts. At the end of each business day, all uninvest balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The Proposer has the option to offer other alternatives to overnight repurchase agreements. The Proposer must provide full documentation of the alternative with the proposal.

Deposit Services

1. What is the normal cut-off time for an outgoing wire transfers, and your incoming notification process. List any other EFT fees not specifically covered under Account Analysis Proposal Sheet.
2. Describe the details of how your bank administers ACH services. Include the methods by which payroll direct deposit files can be received for deposits to employees' accounts, by which utility payment files can be processed for drafting our customer's accounts, and time frames for receiving and processing these files. Describe any limitations as far as participating financial institutions.
3. Do you have an established maximum dollar value limit that may not be exceeded by an individual check? Do you have any restrictions regarding individual check amounts?
4. What procedures will be used to resolve overdrafts caused by funding failures as a result of improper funding from the City? As a result of the bank's error or delay in notification?

5. What is your bank's policy on daylight overdrafts?
6. Explain your institution's capabilities and experience in transmitting account reconciliation information.
7. The City requires staff be able to download bank statements within two (2) business days from the end of the month. How long will bank statements be available to view or download online?
8. In a week where there are no holidays, what is the latest possible time that the City may submit a valid ACH payroll file to ensure that its employees are paid Thursday morning? For example, by 5 p.m. Wednesday. If the City submits a valid ACH approved file by this time and for some reason the bank were to fail to process it, would the bank assume the responsibility of wiring funds to the City's employees?

Credit Card/Purchasing Card Services

1. Describe what credit card/purchasing card services you may offer.

Disaster Recovery

1. Describe your disaster recovery plan to include specific plans related to servicing the City in the event of a disaster. Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster. Provide information regarding your ability to provide uninterrupted service.
2. How quickly can the "hot" site be implemented in case of an emergency?
3. Provide a description of the controls in place to insure the integrity of the funds transfer system.
4. How often are emergency operations tested?

Technology and Web/Internet Based Services

1. Describe your web based services to include the ability to access account balances and activity, initiate stop payments, and transmit payroll. Describe the security features to include user identification and password maintenance. Include any other features that may be useful to the City.
2. Describe the current requirements for utilization of the Bank's internet banking, including browser type and version, operating system (if applicable), and whether client software and/or dedicated hardware is required.
3. Describe any other technology requirements that would be required by the City.
4. When City staff needs assistance with online banking, will City be able to speak with a designated technical support person? If so, who is this person? How many commercial accounts does this person support?
5. Please provide a direct contact for technology questions in regard to this proposal. This contact should be someone who has specific knowledge of the Bank's technology requirements.

Stop Payments

1. Stop payment orders will routinely be initiated electronically. On rare occasions it may be necessary to initiate a stop payment by telephone. When the County initiates a stop payment order, the Proposer will immediately inform the County electronically if the check has been paid and provide an image of the paid item to the County. If not paid, the Proposer will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than twelve months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the Proposer after a stop payment order has been confirmed will be the responsibility of the Proposer.

Positive Pay

1. The County currently uses Positive Pay as a fraud prevention service. Please provide information on Proposer's Positive Pay service.

Implementation

1. Provide a copy of all agreements that will be required to initiate the banking services agreement.
2. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.
3. What is the lead time required for implementation, based on a start date of May 03, 2010. What are the critical factors that may impact that lead time?
4. Does the Proposer assign an implementation team? If so, is an Implementation Manager assigned?

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. Payroll is processed bi-weekly and will be approximately \$22 million in Fiscal 2015.

Community Reinvestment Act

Detail the manner in which the Bank complies with the Community Reinvestment Act and how the Bank's policies and practices benefit the City of Riviera Beach.

Additional Information

1. Describe the process and length of time required to obtain copies of a check, deposit ticket, and/or checks included in a deposit.
2. Provide a holiday schedule for the current year.
3. Include a sample of any service agreements your bank requires.
4. Include samples of a monthly bank statement and analysis statement.
5. In addition to the services described, provide information for optional/other services that the proposer feels may be of interest to the City.

PROOF OF INSURANCE

1. Bank shall state whether or not they are in compliance with the insurance requirements as described herein in Section IX. Insurance Requirements regarding minimum coverage. Proof of compliance will be required once a Bank is selected. Bank shall be required to provide certificate(s) of insurance within seven (7) days of receipt of Notice of Intent to Award.

VIII. SPECIAL TERMS AND CONDITIONS

Ethics Requirements.

No Proposer 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 Proposer 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 proposal 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. Proposers must read and comply with these provisions as well as Federal, state or City laws governing procurement activities.

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.

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 Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer 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.

NON-DISCRIMINATION

Proposer 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.

RIGHTS AND PRIVILEGES; NO ASSIGNMENT

The selected Proposer 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.

PROCUREMENT CODE

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

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 Proposer 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 Proposer/Proposers should not rely on such sources for information regarding any solicitation made by the City of Riviera Beach.

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 effect 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.

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 Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

PROPOSAL

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

INDEMNITY

Proposer 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 Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer 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 Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, 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. Proposer 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 Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer 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 Proposer 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.

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 "Proposer").

Following submission of a proposal, the Proposer 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 Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer 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 Proposer's own risk. Proposers 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 Proposer 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 Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure 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 Proposer shall be made before the City which may include one or more Proposers. 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-proposal of proposals. All expenses in preparing the proposal and any re-proposals shall be borne by the Proposer.

The City and the Proposer 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 Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer 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 proposals. 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. Proposers must claim the applicable exemptions to disclosure provided by law in their proposal 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.

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.
5. An identification by Department of the party 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.

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 specific 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.

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.

Proposer 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. Proposer shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

FORMAL AGREEMENT

The successful Proposer will be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Proposer 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. Proposer agrees and understands that a specific scope or project may require coordination with another Bank or Banks and further agrees that the utmost professionalism will be exemplified at all times.

TERM OF CONTRACT

The term of the contract shall be for a period of three years with an option to renew for an additional two years. The City will not accept alternative term proposals. 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.

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.

TERMINATION

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

FIDELITY BOND

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

PRIME BANKS RESPONSIBILITIES

Each Bank 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 Bank will in no way relieve the Bank of any of the obligations and responsibilities which are a part of this RFP.

The successful Banks 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 Banks to be the sole point of contact with regard to contractual matters.

IX. INSURANCE REQUIREMENTS

The successful Bank or individual entering a resulting contract with the City shall obtain, pay for, and maintain in full force and affect 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 Bank 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 Bank to ensure that all subcontractors comply with all of the insurance requirements.

The successful Bank 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 Bank. 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 Bank'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 Bank's or individual's proposal.**

X. GENERAL TERMS AND CONDITIONS

Non Response Statement: If unable to submit a proposal, please sign and return the “Statement of No-Proposal” by mail or fax advising the reason for not submitting a proposal. To ensure inclusion in future bids, a Proposer should submit a “Statement of No-Proposal” to be received by the Finance Department no later than the stated proposal opening date and time.

Obligation of Proposer: By submitting a proposal, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Proposal Preparation Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Cost Discussions: The Proposer must not discuss cost information, except for clarification requested by the City of Riviera Beach prior to the posting of proposal results, with any employee, Commission member or authorized representative of the City. Violation of this restriction will result in rejection of the said Proposal.

Addendum: All addendum issued during the time of proposing shall become part of the proposing documents, and receipt thereof must be acknowledged in writing with the proposal. The City of Riviera Beach accepts no responsibility for inaccurate proposals due to missed information contained in any addendum. Each Proposer should ensure that they have received all addendums and amendments to the RFP before submitting their proposals. Please access the City of Riviera Beach web site at <http://www.rivierabch.com> for any addendum.

Late Proposals: Proposals will be opened and recorded on the date and time indicated, at the location specified in the proposal request. It is the Proposers' responsibility to make certain that his/her proposal is in the hands of the Finance Director prior to the opening time at the specified location. City of Riviera Beach accepts no responsibility for late or misdirected mail deliveries. Late proposals will not be considered.

Consideration of Proposals: The City of Riviera Beach reserves the right to award the contract to the Proposer(s) that the City of Riviera Beach deems to offer the best overall proposal. The City of Riviera Beach is therefore not bound to accept a proposal on the basis of lowest price. In addition, the City of Riviera Beach at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the City of Riviera Beach to do so. The City of Riviera Beach also reserves the right to make multiple or split awards if it is deemed to be in the Commission's best interest.

Qualifying Proposals: City of Riviera Beach reserves the right to require a Proposer to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Proposer.

Public Entity Crime: An entity, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list as provided in Section 287.133 of the Florida Statutes.

Disability Compliance Requirements: All Contractors hired by the City of Riviera Beach are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities.

Insurance Requirements: Bank must be FDIC insured. City deposits in excess of FDIC coverage must be fully collateralized as described in the Florida Security for Public Deposit Act, Florida Statute 280.01. Professional or other liability insurances for other non-deposit services as appropriate.

Deductibles: Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

Hold Harmless: The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting from or arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence.

Proposal Acceptance Period: Any proposal in response to this solicitation shall be valid for 60 days following opening of proposal, to allow for formal action by the Commission. The Proposer agrees that during such time the proposal will remain firm and irrevocable. At the end of the 60 days, the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

Evaluation Process: The Evaluation Committee will evaluate all proposals received. The committee will examine each proposal and determine how effectively it satisfies the RFP.

Proposal Award: Award is expected to be made to the Proposer who best meets the requirements of City of Riviera Beach considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the City of Riviera Beach and the firm achieving a successful proposal. The City reserves the right to award any contract(s) or engagements in whole or in part, to the firm(s) which it deems to offer the best overall service. The City also reserves the right to negotiate separately with competing firms as deemed in the City's best interest. The City Commission's decision shall be final.

Contract Approval: Terms of the contract will include any and all items as specified in the proposal, plus mutually agreed terms and conditions. The City Commission shall be the sole judge of the proposals and the resulting negotiated agreement that is in the best interest of the City. The contract shall be submitted to the City Commission for final approval. If awarded, the contract will be effective on the date is approved by the City Commission of the City of Riviera Beach signed by all required parties and filed with the City Clerk.

Clarification: The City of Riviera Beach reserves the right to request clarification of information submitted and to request additional information of one or more Proposers, if needed.

Conflict of Interest: The award hereunder is subject to the laws of the State of Florida. All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the City of Riviera Beach. Further, all Proposers must disclose the name of any City of Riviera Beach employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

Prohibition of Gifts to City Employees: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing

business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Legal Requirements: Applicable provisions of all federal, state, county and city laws, and all ordinances, rules, and regulations shall govern development, proposal and evaluation of all proposals received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Riviera Beach. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Proposers have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

Other Agencies: All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

Non-warranty of Specifications: Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the City nor its representatives shall be responsible for any errors or omission in this RFP nor for the failure on the part of the proposer(s) to determine the full extent of exposures.

Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. The City will not be responsible for any cost incurred by the Proposer in connection with such presentations or interviews (i.e. travel, accommodations etc.)

Request for Modification: The City reserves the right to request that the proposer modify his proposal to more fully meet the needs of the City.

Acceptance/Rejection/Modification of Proposal: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in proposals, if in the City's judgment that will best serve the interests of the City.

Public Record: Any material submitted in response to the Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

Completeness: All information required by the RFP must be submitted to constitute a legitimate proposal.

Request for Additional Information by City: The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide and maintain the services to be provided. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Riviera Beach Police Department, licensure, etc.

Anti-Collusion: The Proposer must certify under oath that it has not divulged, discussed or compared its proposal with other Proposers and has not colluded with any other Proposer or parties to a proposal whatsoever. See the Non-Collusion Affidavit form, which is required to be submitted.

References: In order to ensure that the bank awarded the contract for the City's banking services is capable of handling the City's accounts, the bank must provide a list of names and addresses of business customers

of similar size and complexity to the City's organizational requirements. Municipal client references are preferable. In addition, each bank must provide a copy of its most recent audited financial statement.

Additional Terms and Conditions: Unless expressly accepted by the City of Riviera Beach, only the terms and conditions in this document shall apply: No additional terms and conditions included with the proposal response shall be considered. Any and all such additional terms and conditions shall be no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attest to this. Exceptions to the terms and conditions will be not be accepted.

The content of this RFP and all provisions of the successful response deemed pertinent by City of Riviera Beach may be incorporated into a contract and become legally binding.

XI. ATTACHMENTS

REQUIRED FORMS

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

- A. ATTACHMENT A THRU D
- E. BANKS CERTIFICATION
- F. NON-COLLUSION AFFIDAVIT
- G. INDEMNIFICATION CLAUSE
- H. DRUG FREE WORKPLACE
- I. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
- J. 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 BANK'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 D – REPRESENTATIONS AND DISCLOSURES - By submitting its Proposal, Bank acknowledges that its Proposal shall become part of any contract entered into between the City and Bank for the project or study. By submitting its Proposal, Bank 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.

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.

NON-COLLUSION AFFIDAVIT (Located in Required Forms)



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 #503-15

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

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 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
	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		
	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		
	Reconcilements			
19	Outstanding issue items on file	0		
20	Positive pay monthly maintenance	0		
21	Full reconciliation monthly maintenance	0		
	Sweep			
22	Investment Maintenance	0		
	Wire Transfers			
23	Funds-Transfer Book	0		
24	Funds-Transfer Non Repetitive	0		

ITEM NO.	DESCRIPTION OF SERVICES	(A)	(B)	(A) multiply by (B)
		ESTIMATED MONTHLY # OF UNITS	UNIT COST	MONTHLY COST
25	Outgoing repetitive	00		
26	Incoming Wire	00		
27	Book Transfer	00		
28	Outgoing non-repetitive	0		
	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.

**ATTACHMENT E
BANK'S CERTIFICATION**

I have carefully examined the Request for Proposal, Instructions to Banks, 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 Bank 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 Bank/business as its act and deed and that the Bank/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, Bank or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City or of any other Bank interested in said proposal; and that the undersigned executed this Bank'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: _____

**ATTACHMENT F
NON-COLLUSION AFFIDAVIT**

I state that I am _____ of _____

(Title)

(Name of Bank)

and that I am authorized to make this AFFIDAVIT on behalf of my Bank, and its owners, directors, and officers. I am the person responsible in my Bank 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 Bank 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 Bank 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 Bank is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Bank 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) _____, it's affiliated, subsidiaries, officers, directors, and

(Name of Bank)

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 Bank)

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 Bank 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 _____

**ATTACHMENT H
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

**ATTACHMENT I
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 Bank , supplier, sub Bank , 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:

Bank Name

Signature

Name & Title (Print or Type)

**ATTACHMENT J
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 Bank and the City that are part of the proposal.

BANK: _____

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.

ATTACHMENT K
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Riviera Beach

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the

entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2014.

Personally known _____

(Notary)
OR produced identification _____ Notary Public State of _____

(Type of Identification) My commission expires: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

General references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Account Analysis Proposal Sheet